

Via CFTC Portal

8 July 2016

**Mrs. Parisa Abadi**

Commodity Futures Trading Commission  
1155 21<sup>st</sup> Street NW  
Three Lafayette Centre  
Washington DC 20581

Dear Mrs. Abadi,

Pursuant to CFTC regulation §40.6(a), LCH SA (“**LCH**”), a derivatives clearing organization registered with the Commodity Futures Trading Commission (the “**CFTC**”), is submitting for self-certification the amendments to the CDS Clearing Rule Book, Procedures, CDS Admission Agreement template and Clearing Notices (the “**Rules**”) related to the implementation of (i) Select Membership initiative, (ii) extension of clearing hours, (iii) renaming of Initial Margin as Spread Margin, (iv) Loss Distribution Period and Early Termination and (v) other changes such as insertion of entities that are eligible to be admitted as clearing members and update of references to EU law. These amendments made to the Rules will take effect no earlier than 25 July 2016.

The submission changes made to the Rules are attached hereto as Appendix.

**Part I: Explanation and Analysis**

**1) Select Membership initiative**

CDSClear has designed a new membership tier named “Select Membership” that will offer direct membership to the service, to institutions that meet the current existing membership criteria but prefer not to be direct members because of the price contribution and auction bidding obligations which are currently required from all clearing members.

The new Select Membership will keep all existing membership criteria obligations and only differ from the existing membership on the three (3) elements below:

- Optional end of day price contribution,
- No obligation to bid outside of selected set of product families elected by each entity having opted for the Select Membership (each a “**Select Member**”),
- Access to self-clearing only (client clearing not allowed for now).

**2) Extension of clearing hours**

LCH decided to extend the clearing session at 7:30 pm CET.

### **3) Renaming of Initial Margin as Spread Margin**

The purpose of this change is to be in line with the industry market practice (the risk framework has not changed).

### **4) Amendments to the Loss Distribution Period and Early Termination**

We have also slightly amended the loss distribution process and early termination to provide that the situation where we receive no bid on any of the defaulter's auction packages from our clearing members will trigger the end of the loss distribution process and closure of the CDS clearing service.

### **5) Other amendments**

We have also taken the opportunity to make some amendment to take into account changes made to applicable law and in particular, inserting new entities that are eligible to be admitted as clearing members updating references to European Union law and the definition of "Competent Authority" in the CDS Clearing Rule Book.

## **Part II: Description of Rule Changes**

### **1) Select Membership initiative**

The following Rules have been amended:

(i) CDS Clearing Rule Book:

- Section 1.1.1: creation of new definitions "Select Member", "General Member", "Price Requirement Files", "Product Family" and "Product Family Form" and amendments to definition of "Price Contribution Participant" ;
- articles 2.2.0.3 to 2.2.0.5 have been created to describe the specific rules applicable to Select Members (including the process to update their Product Family Form);
- articles 2.2.1.1 and 2.2.2.1 have been amended to take into account the fact that Select Members are not allowed to provide client clearing services;
- articles 3.1.6.2, 3.1.6.5 and 3.1.6.8 have been amended to set out the process which will be followed and consequences when a Select Member clears a transaction that does not belong to one of the Product Families which it has selected in the Product Family Form;
- article 4.2.7.8 has been amended to clarify the fact that Select Members which have opted to be a Price Contribution Participant could be subject to the forced trade mechanism;
- articles 5.1.1.2(i) and 6.1.1.2(i) have been amended to provide that Select Members will only have access to self-clearing;
- clause 5.4.1 of Appendix 1 has been amended to provide that a Select Member will be required to participate in competitive bidding only in respect of auction packages which

only contain cleared transactions that belong to the Product Families selected by such Select Member in its Product Family Form in force on the day prior to the default.

(ii) Procedures:

- Sections 1.1 (d) and (e) and 1.2;
- Sections 5.11 and 5.18; and

(iii) CDS Admission Agreement template: this new template will replace the two existing templates (one for entities admitted as CCMs and one for entities admitted as FCM Clearing Members). For the safe of clarity, we propose to have a single CDS Admission Agreement to be signed by any CDS Clearing Member irrespective of its membership type as this is currently the case for the other clearing services provided by LCH. Minor amendments have been made to provide that certain clauses only apply to certain membership types.

**2) Extension of clearing hours**

The following Rules have been amended:

- (i) CDS Clearing Rule Book: Section 1.1.1 with amendments to the definitions of “Start of Real Time (SoRT)” and of “End of Real Time”
- (ii) Procedures: Sections 5.5, 5.6 (d) and 5.16 (ii); and
- (iii) new Clearing Notice which specifies the “Start of Real Time (SoRT)” and “End of Real Time”

**3) Renaming of Initial Margin as Spread Margin**

The following Rules have been amended:

(i) CDS Clearing Rule Book:

- Section 1.1.1 with amendments to the definitions of “Initial Margin”, “Margin”, “payment Failure”, creation of “Spread Margin” and “Spread Margin Floor” and deletion of “Initial Margin Floor”
- Articles 2.2.1.1, 4.4.1.3, 4.4.1.8 and Appendix 1 amended to reflect these changes.

(ii) Procedures:

- Sections 2.2, 2.3, 2.7, 2.8 and 2.16 ; and
- Section 5.16 (iii)

**4) Amendments to the Loss Distribution Period and Early Termination**

The CDS Clearing Rule Book (clauses 1.1, 2.1.4 and 8.1.1 of Appendix 1) has been amended.

**5) Other changes**

The CDS Clearing Rule Book (Sections 1.1.1, 1.2.2, Article 1.2.11.2, Section 1.2.12, Articles 2.1.1.2 and 2.2.3.1, Section 2.3.1, Articles 4.3.1.1, 4.3.2.1, 6.1.1.3, 6.2.5.1 and clause 3.3.1 of Appendix 1) has been amended.

**Part III: Core Principle Compliance**

LCH will continue to comply with all Core Principles following the introduction of this change and has concluded that its compliance with the Core Principles would not be adversely affected by this change.

**Part IV: Public Information**

LCH has posted a notice of pending certifications with the CFTC and a copy of the submission on LCH's website at:

<http://www.lch.com/rules-regulations/proposed-rules-changes>

**Part V: Opposing Views**

There were no opposing views expressed to LCH by governing board or committee members, members of LCH that were not incorporated into the rule.

**Certification**

LCH hereby certifies to the Commodity Futures Trading Commission, pursuant to the procedures set forth in the Commission regulation § 40.6, that attached rule submission complies with the Commodity Exchange Act, as amended, and the regulations promulgated there under.

Should you have any questions please contact me at: [françois.faure@lch.com](mailto:françois.faure@lch.com).

A handwritten signature in blue ink, appearing to read 'Faure', is written over a horizontal line.

Francois Faure  
Chief Compliance Officer  
+33 1 70 37 65 96

**APPENDIX**

- 1) CDSClear Rule Book
- 2) CDSClear Procedure 1
- 3) CDSClear Procedure 2
- 4) CDSClear Procedure 5
- 5) CDSClear Admission Agreement
- 6) Clearing Notice

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**LCH** The Markets' Partner

**CDSClear**

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# LCH SA

## CDS Clearing Rule Book

**[●] 2016**

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# TITLE I

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## GENERAL PROVISIONS & LEGAL FRAMEWORK

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**Article 1.0.1.1**

LCH SA is a clearing house within the meaning of Article L. 440-1 of the French Monetary and Financial Code and EMIR which acts as a central counterparty for clearing Original Transactions entered into between the CDS Buyer and the CDS Seller in accordance with the CDS Clearing Documentation.

In this framework, LCH SA acts in accordance with applicable banking and financial regulations, including EMIR.

LCH SA is under the supervision of its Competent Authorities within the scope of their respective remit as granted by their national law.

**Article 1.0.1.2**

LCH SA has been notified to the European Commission as a securities settlement system pursuant to the Settlement Finality Directive. Thus, as described in Section 1 of the Procedures, any person with a legitimate interest can obtain information on LCH SA, the CDS Clearing Service and the CDS Clearing Documentation upon request.

**Article 1.0.1.3**

In accordance with the CDS Clearing Documentation, LCH SA novates and clears CDS, supervises the Cleared Transactions registered in the name of each Clearing Member, calculates the risk associated with such Cleared Transactions, calls Margin to cover this risk, ensures the proper settlement of the Cleared Transactions as central counterparty, manages the CDS Default Management Process and performs all other functions specified in the CDS Clearing Documentation.

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## CHAPTER 1 - DEFINITIONS AND INTERPRETATION

### Section 1.1.1 Terms defined in the CDS Clearing Rule Book

For the purposes of the CDS Clearing Documentation, the following capitalised terms shall, unless otherwise specified, have the respective meanings set out below:

**2003 ISDA Credit Derivatives Definitions:** This term shall have the meaning set out in Part A of the CDS Clearing Supplement.

**2014 ISDA Credit Derivatives Definitions:** This term shall have the meaning set out in Part B of the CDS Clearing Supplement.

**Account Structure:** The House Account Structure and the Client Account Structure(s) of a CCM and an FCM Clearing Member, respectively.

**Accrued Fixed Amount Liquidation Risk Margin:** The amount calculated by LCH SA, in accordance with Section 2 of the Procedures.

**Additional Contribution Amount:** An unfunded contribution equal to the amount of a Clearing Member's Contribution which is payable by a Clearing Member to LCH SA pursuant to [Article 4.4.3.2](#) following an application of the CDS Default Fund.

**Additional Margin:** The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

**Affected Clearing Member:** In relation to the circumstances set out in [Article 1.3.1.1\(a\)](#), a Clearing Member who has been subject to a failure to pay or deliver, and, in relation to the circumstances set out in [Article 1.3.1.1](#) (ii) or (iii), any Clearing Member.

**Affiliate:** With respect to a Clearing Member, any entity that controls, directly or indirectly, the Clearing Member, any entity controlled, directly or indirectly, by the Clearing Member or any entity directly or indirectly under common control with such Clearing Member. For this purpose, "control" of an entity or of a Clearing Member means ownership of a majority of the voting power of the entity or the Clearing Member. Solely for the purposes of classifying a Person as an FCM Client or as an Affiliate of an FCM Clearing Member, the term "Affiliate" also means any Person whose account, when carried by the FCM Clearing Member, would be considered a proprietary account pursuant to CFTC Regulation 1.3(y) (or any successor or replacement regulation).

**Allocated Client Collateral Buffer:** The CCM Allocated Client Collateral Buffer or the FCM Allocated Client Collateral Buffer, as the context requires.

**AMF:** The *Autorité des Marchés Financiers* and any successor organisation.

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**Applicable Law:** Any applicable national, federal, supranational, state, provincial, local or other statute, law, ordinance, regulation, rule, code, guidance, order, published practice or concession, judgment or decision of a Governmental Authority or a Competent Authority.

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**Applicant:** A legal person that wishes to be admitted as a Clearing Member.

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**Approved Trade Source System:** An entity as specified in a Clearing Notice and with whom:

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LCH SA has entered into an agreement regarding the submission of Original Transactions by ATSS Participants for registration and clearing by LCH SA; and

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ATSS Participants have entered into a participant agreement allowing such entity to deliver Original Transactions details to LCH SA on behalf of the relevant ATSS Participant for the purpose of clearing such Original Transactions by LCH SA.

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**ATSS Participant:** A Clearing Member or a Client that is a direct participant in an Approved Trade Source System.

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**Auction Settlement Amount:** In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

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**Automatic Early Termination Event Stipulation:** A stipulation by LCH SA that Cleared Transactions of a Clearing Member are subject to automatic termination.

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**Available Client Collateral Buffer:** The CCM Available Client Collateral Buffer or the FCM Available Client Collateral Buffer, as the context requires.

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**Backloading Failure:** With respect to a Clearing Member due to have a Cleared Transaction, arising from a Backloading Transaction, registered in any of its Trade Accounts, the failure by such Clearing Member to transfer the Required Collateral Amount to LCH SA at the relevant Morning Call.

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**Backloading Failure Notice:** A notice in writing setting out details of the occurrence of a Backloading Failure (which, for the avoidance of doubt, shall not identify, directly or indirectly, the relevant Clearing Member(s) subject to such Backloading Failure).

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**Backloading Transaction:** A Weekly Backloading Transaction or a Daily Backloading Transaction.

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**Backloading Transaction Reports:** This term shall have the meaning set out in Section 5 of the Procedures.

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**Backup Clearing Member:** In relation to Client Cleared Transactions, the Clearing Member indicated by the relevant Client as acting as such and notified to LCH SA from time to time, provided that:

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- (a) only an FCM Clearing Member may serve as Backup Clearing Member of an FCM Client;
- and
- only a CCM may serve as Backup Clearing Member of a CCM Client.

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**Backup Client:** In relation to Client Cleared Transactions registered in a CCM Indirect Client Segregated Account Structure, the CCM Individual Segregated Account Client indicated by the relevant CCM as acting as such and notified to LCH SA from time to time.

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**Bilateral Trades Report:** This term shall have the meaning set out in Section 5 of the Procedures.

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**Buffer Collateral Account:** With respect to each CCM, the house account opened in the books of LCH SA to record its CCM Client Collateral Buffer, and with respect to each FCM Clearing Member, the FCM Buffer Financial Account opened in the books of LCH SA within the FCM Clearing Member's Client Account Structure.

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**Business Day:** Any day that is not a holiday in the TARGET2 calendar.

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**Carrying Clearing Member:** The Clearing Member in whose Client Trade Account(s) and CCM Client Collateral Account(s) (with respect to a CCM) or FCM Client Financial Account(s) (with respect to an FCM Clearing Member) Client Cleared Transactions and associated Client Assets, which are to be transferred (in whole or in part) to a Receiving Clearing Member in accordance with TITLE V, Chapter 3 or TITLE VI, Chapter 3 (as applicable), are registered.

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**Cash Collateral:** Any cash provided in an Eligible Currency which is transferred to LCH SA by way of full title transfer in accordance with Section 3 of the Procedures for the purpose of satisfying a Clearing Member's Margin Requirements and/or its Contribution Requirement and/or novating Original Transactions, as the case may be.

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**Cash Payment:** Any payment due by a Clearing Member to LCH SA, or due to be received by a Clearing Member from LCH SA, of:

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(a) cash amounts due upon the occurrence of Credit Events;

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(b) Price Alignment Interest;

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(c) Fixed Amounts;

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(d) Variation Margin;

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(e) Initial Payment Amount;

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(f) any fees due to LCH SA;

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(g) cash amounts due in connection with an MTM Change; or

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(h) any other cash amounts (other than Cash Collateral).

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**Cash Payment Day:** With respect to a Cleared Transaction with a CDS Contractual Currency:

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(a) in Euro: a Business Day; or

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(b) in US Dollar:

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(a) a Business Day that is a day on which commercial banks in New York City are open for business; or

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(b) with respect to cash amounts due upon the occurrence of Credit Events only as referred to in the definition of Cash Payment, any day that is a day on which commercial banks in New York City are open for business.

**CCM:** Any legal entity admitted as a clearing member in accordance with the CDS Clearing Rules and party to the CDS Admission Agreement. If such entity is an FCM and a General Member, it must satisfy LCH SA that it is able to provide the CCM CDS Client Clearing Services described in TITLE V prior to offering such services.

**CCM Allocated Client Collateral Buffer:** The portion of the CCM Client Collateral Buffer which, at the relevant time, is allocated to a CCM Client Account Structure in accordance with Article 4.2.2.4 and Section 2 of the Procedures.

**CCM Available Client Collateral Buffer:** The portion of the CCM Client Collateral Buffer which, at the relevant time, is not allocated to any CCM Client Account Structure.

**CCM Cleared Transaction:** A CDS between LCH SA and a CCM acting either in its own name and for its own account (in respect of a House Cleared Transaction) or as *commissionnaire* in its own name and for the account of a Client (in respect of a Client Cleared Transaction), registered in any Trade Account of such CCM and resulting from:

- (a) the novation of an Original Transaction;
- (b) the creation of a Spin-off Single Name Cleared Transaction, a Restructuring Cleared Transaction, a Resulting Single Name Cleared Transaction or a Physically Settled Cleared Transaction (where applicable) pursuant to the CDS Clearing Supplement;
- (c) the compression of existing Cleared Transactions to a single Cleared Transaction pursuant to TITLE III, CHAPTER 3;
- (d) LCH SA and a CCM entering into hedging transactions pursuant to the CDS Default Management Process;
- (e) the porting of Client Cleared Transactions pursuant to TITLE V, CHAPTER 3;
- (f) the porting of the Relevant Client Cleared Transactions pursuant to Clause 4.3 of the CDS Default Management Process; or
- (g) the registration of Transfer Positions pursuant to Clause 6 of the CDS Default Management Process.

**CCM Client:** A CCM Individual Segregated Account Client, a CCM Net Omnibus Segregated Account Client or a CCM Gross Omnibus Segregated Account Client.

**CCM Client Account Structure:** A CCM Individual Segregated Account Structure, a CCM Net Omnibus Segregated Account Structure or a CCM Gross Omnibus Segregated Account Structure, as the case may be.

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**CCM Client Collateral Account:** With respect to each CCM, an account opened in the books of LCH SA in relation to a CCM Client Account Structure to record the Collateral provided by a CCM for the purpose of satisfying the CCM Client Margin Requirement(s) for such CCM Client Account Structure and allowing the novation of Client Trade Legs of Eligible Intraday Transactions.

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**CCM Client Collateral Buffer:** The aggregate value of Collateral transferred by a CCM to LCH SA and recorded in such CCM's Buffer Collateral Account for the purpose of:

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(a) allocating Collateral to a CCM Client Account Structure in accordance with [Article 4.2.2.4](#) and Section 2 of the Procedures to satisfy a positive Intraday Novation Margin Requirement for Eligible Intraday Transactions comprising one or more Client Trade Leg(s);

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(b) covering the CCM's House Cleared Transactions subsequent to an Event of Default occurring in respect of such CCM in accordance with [Article 4.3.3.1](#); or

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(c) covering the CCM's House Cleared Transactions subsequent to an LCH Default in accordance with [Article 1.3.1.6](#).

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**CCM Client Collateral Buffer Shortfall:** The amount (if any) by which the CCM Client Collateral Buffer Threshold exceeds the CCM Client Collateral Buffer.

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**CCM Client Collateral Buffer Threshold:** The minimum value of Collateral which a CCM wishes to maintain as CCM Client Collateral Buffer.

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**CCM Client Excess Collateral:** With respect to:

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(a) a CCM Net Omnibus Segregated Client Margin Account or a CCM Individual Segregated Client Margin Account, the amount by which the Margin Balance exceeds the relevant CCM Client Margin Requirement; and

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(b) all the CCM Gross Omnibus Multi Sub-Account Client Margin Account(s) and CCM Gross Omnibus Single Sub-Account Client Margin Account(s) of a single CCM Gross Omnibus Segregated Account Structure, the amount by which the Margin Balance exceeds the total value of the CCM Client Margin Requirements associated to such CCM Gross Omnibus Segregated Account Structure.

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**CCM Client Margin Account:** A CCM Individual Segregated Client Margin Account, a CCM Net Omnibus Segregated Client Margin Account, a CCM Gross Omnibus Single Sub-Account Client Margin Account, CCM Gross Omnibus Multi Sub-Account Client Margin Account or a CCM Indirect Client Segregated Margin Account, as the case may be.

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**CCM Client Margin Requirement:** With respect to each CCM Client Margin Account of a CCM, an amount equal to:

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(a) for all purposes other than the Morning Call: the aggregate of the Margins (other than Variation Margin and Credit Quality Margin), calculated by LCH SA on the basis of the

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Open Positions registered in such CCM Client Margin Account of the CCM plus any positions corresponding to Eligible Intraday Transactions pre-registered in accordance with Section 3.1.7; and

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(b) for the purposes of the Morning Call: the higher of the following two amounts:

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(a) the aggregate of the Margins (other than Variation Margin and Credit Quality Margin) in respect of the Open Positions registered in such CCM Client Margin Account; or

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(b) the aggregate of the Margins (other than Variation Margin and Credit Quality Margin) in respect of the Open Positions registered in such CCM Client Margin Account plus any positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions and/or Cleared Transactions which are pre-registered in accordance with Section 3.1.7.

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**CCM Client Margin Shortfall:** With respect to:

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(a) a CCM Net Omnibus Segregated Client Margin Account or a CCM Individual Segregated Client Margin Account of a CCM, the amount by which the CCM Client Margin Requirement for such CCM Client Margin Account exceeds the CCM Margin Balance of the associated CCM Client Collateral Account, if any; and

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(b) a CCM Gross Omnibus Segregated Account Structure of a CCM, the amount by which the CCM Client Margin Requirements for all the CCM Client Margin Accounts of such CCM Gross Omnibus Segregated Account Structure exceeds the CCM Margin Balance of the CCM Client Collateral Account associated to such CCM Gross Omnibus Segregated Account Structure, if any.

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**CCM Client Termination Amount:** For the purpose of Title I, Chapter 3, any net positive or negative amount, denominated in Euro and determined pursuant to and in accordance with Article 1.3.1.9(ii)(a).

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**CCM Client Trade Account:** An account opened by LCH SA at the request, and in the name, of a CCM for the benefit of a CCM Client in order to register all Cleared Transactions cleared by such CCM in relation to such CCM Client.

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**CCM Direct Client Segregated Account Structure:** With respect to a CCM Individual Segregated Account Structure opened by LCH SA in the name of a CCM for the benefit of a CCM Individual Segregated Account Client, the sub-account structure consisting of:

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(a) a CCM Client Trade Account;

(b) a CCM Individual Segregated Client Margin Account; and

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(c) a CCM Client Collateral Account.

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for the purpose of registering Client Cleared Transactions which are not designated as being entered into in relation to the clearing services provided by such CCM Individual Segregated Account Client to its CCM Indirect Clients.

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**CCM Excess Collateral:** The CCM Client Excess Collateral or the CCM House Excess Collateral, as the case may be.

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**CCM Excess Collateral Threshold:** The CCM House Excess Collateral Threshold or the CCM Client Collateral Buffer Threshold as applicable.

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**CCM Gross Omnibus Client Set:** All the CCM Gross Omnibus Segregated Account Clients belonging to the same CCM Gross Omnibus Segregated Account Structure.

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**CCM Gross Omnibus Multi Sub-Account Client:** A client of a CCM to which the CCM provides CDS Client Clearing Services and which has opted for a CCM Gross Omnibus Multi Sub-Account Structure.

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**CCM Gross Omnibus Multi Sub-Account Client Margin Account:** An account opened by LCH SA in the name of a CCM for the benefit of a CCM Gross Omnibus Multi Sub-Account Client Set in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of such CCM Gross Omnibus Multi Sub-Account Client Set are netted and corresponding Open Positions are registered, and such CCM Gross Omnibus Multi Sub-Account Client Set related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to [Section 3.1.7](#)) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Gross Omnibus Multi Sub-Account Client Set.

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**CCM Gross Omnibus Multi Sub-Account Client Set:** All the CCM Gross Omnibus Multi Sub-Account Clients belonging to the same CCM Gross Omnibus Multi Sub-Account Structure.

**CCM Gross Omnibus Multi Sub-Account Structure:** With respect to a CCM Gross Omnibus Segregated Account Structure, the sub-account structure consisting of:

(a) a CCM Client Trade Account per CCM Gross Omnibus Multi Sub-Account Client belonging to such CCM Gross Omnibus Multi Sub-Account Structure ;

a single CCM Gross Omnibus Multi Sub-Account Client Margin Account opened for the benefit of the relevant CCM Gross Omnibus Multi Sub-Account Client Set; and

a single CCM Client Collateral Account opened for the benefit of that CCM Gross Omnibus Client Set.

**CCM Gross Omnibus Segregated Account Client:** A CCM Gross Omnibus Multi Sub-Account Client or a CCM Gross Omnibus Single Sub-Account Client, as the case may be.



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**CCM Gross Omnibus Segregated Account Structure:** With respect to a CCM, the Account Structure consisting of one or more CCM Gross Omnibus Multi Sub-Account Structure(s) and/or one or more CCM Gross Omnibus Single Sub-Account Structure(s) as linked together for that CCM Client Account Structure in accordance with TITLE V, [CHAPTER 2](#).

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**CCM Gross Omnibus Single Sub-Account Client:** A client of a CCM to which the CCM provides CDS Client Clearing Services and which has opted for a CCM Gross Omnibus Single Sub-Account Structure.

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**CCM Gross Omnibus Single Sub-Account Client Margin Account:** An account opened by LCH SA in the name of a CCM for the benefit of a CCM Gross Omnibus Single Sub-Account Client in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of the relevant CCM Gross Omnibus Single Sub-Account Client are netted and corresponding Open Positions are registered, and any CCM Gross Omnibus Single Sub-Account Client related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to [Section 3.1.7](#)) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Gross Omnibus Single Sub-Account Client.

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**CCM Gross Omnibus Single Sub-Account Structure:** With respect to a CCM Gross Omnibus Segregated Account Structure, the sub-account structure consisting of:

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- (a) a CCM Client Trade Account *per* CCM Gross Omnibus Single Sub-Account Client;
- a CCM Gross Omnibus Single Sub-Account Client Margin Account *per* CCM Gross Omnibus Single Sub-Account Client; and
- a single CCM Client Collateral Account opened for the benefit of the relevant CCM Gross Omnibus Client Set.

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**CCM Gross Omnibus Sub-Account Structure:** A CCM Gross Omnibus Multi Sub-Account Structure or a CCM Gross Omnibus Single Sub-Account Structure, as the case may be.

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**CCM Gross Omnibus Sub-Account Balance:** In relation to each of the CCM Gross Omnibus Sub-Account Structure of a CCM Gross Omnibus Segregated Account Structure, the *pro rata* share ("PRS") of the most recent value of the Client Assets recorded in the relevant CCM Client Collateral Account as determined by LCH SA in accordance with Section 3 of the Procedures, which is attributable to the CCM Client Margin Account of such CCM Gross Omnibus Sub-Account Structure and which is determined on the basis of the following formula:

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$$PRS = \frac{A}{B}$$

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Where:

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**A** is the last CCM Client Margin Requirement calculated and satisfied for the CCM Client Margin Account of that CCM Gross Omnibus Sub-Account Structure; and

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**B** is the sum of all the last CCM Client Margin Requirements calculated and satisfied for all the CCM Client Margin Accounts associated to the relevant CCM Gross Omnibus Segregated Account Structure.

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**CCM House Collateral Account:** With respect to each CCM, a house account opened in the books of LCH SA to record Collateral provided by such CCM for the purpose of satisfying its CCM House Margin Requirement and novating House Trade Legs of Eligible Intraday Transactions.

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**CCM House Excess Collateral:** With respect to a CCM House Margin Account, the amount by which the Margin Balance exceeds the CCM House Margin Requirement for such CCM House Margin Account.

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**CCM House Excess Collateral Shortfall:** The amount (if any) by which the CCM House Excess Collateral Threshold exceeds the CCM House Excess Collateral.

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**CCM House Excess Collateral Threshold:** The minimum value of Collateral, which a CCM wishes to maintain as CCM House Excess Collateral.

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**CCM House Margin Account:** An account opened by LCH SA in the name of a CCM in the CDS Clearing System for risk management purposes, in which CCM House Cleared Transactions are netted and corresponding Open Positions are registered, and any house positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to Section 3.1.7) are recorded, in order to calculate the CCM House Margin Requirement and House Variation Margin Requirement of the relevant CCM.

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**CCM House Margin Requirement:** With respect to the CCM House Margin Account of each CCM, an amount equal to:

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(a) for all purposes other than the Morning Call, the aggregate of the Margins (other than Variation Margin) calculated by LCH SA on the basis of the Open Positions registered in such CCM House Margin Account plus any positions corresponding to Eligible Intraday Transactions pre-registered in accordance with Section 3.1.7; and

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(b) for the purposes of the Morning Call, the higher of the following amounts:

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(a) the aggregate of the Margins (other than Variation Margin) in respect of the Open Positions registered in such CCM House Margin Account; or

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(b) the aggregate of the Margins (other than Variation Margin) in respect of the Open Positions registered in such CCM House Margin Account plus any positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions.

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**CCM House Margin Shortfall:** With respect to a CCM House Margin Account of a CCM, the amount by which the CCM House Margin Requirement for such CCM House Margin Account exceeds the CCM Margin Balance of the associated CCM House Collateral Account, if any.

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**CCM Indirect Client:** A client of a CCM Individual Segregated Account Client on whose account such CCM Individual Segregated Account Client acts in receiving the CDS Client Clearing Services from the relevant CCM.

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**CCM Indirect Client Segregated Account Structure:** With respect to a CCM Individual Segregated Account Structure opened by LCH SA in the name of a CCM for the benefit a CCM Individual Segregated Account Client, the sub-account structure consisting of:

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(a) a CCM Client Trade Account;

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(a) a CCM Indirect Client Segregated Margin Account; and

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(b) a CCM Client Collateral Account

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for the purpose of registering Client Cleared Transactions which are designated as entered into in relation to the clearing services provided by such CCM Individual Segregated Account Client to its CCM Indirect Clients.

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**CCM Indirect Client Segregated Margin Account:** An account opened by LCH SA in the name of a CCM for the benefit of all the CCM Indirect Clients of a CCM Individual Segregated Account Client in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of all the CCM Indirect Clients of the relevant CCM Individual Segregated Account Client are netted and corresponding Open Positions are registered, and any CCM Individual Segregated Account Client's CCM Indirect Clients related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to [Section 3.1.7](#)) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Indirect Clients.

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**CCM Individual Segregated Account Client:** A client of a CCM (including for the avoidance of doubt an Affiliate) to which the CCM provides CDS Client Clearing Services and which has opted for a CCM Individual Segregated Account Structure.

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**CCM Individual Segregated Account Structure:** With respect to a CCM, the account structure consisting of:

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(a) for each CCM Individual Segregated Account Client of such CCM: a CCM Direct Client Segregated Account Structure, and

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**CCM Net Omnibus Segregated Client Margin Account:** An account opened by LCH SA in the name of a CCM for the benefit of a CCM Net Omnibus Client Set in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of such CCM Net Omnibus Client Set are netted and corresponding Open Positions are registered, and such CCM Net Omnibus Client Set related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to [Section 3.1.7](#)) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Net Omnibus Client Set.

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**CCM Omnibus Segregated Account Client:** A CCM Gross Omnibus Segregated Account Client or a CCM Net Omnibus Segregated Account Client, as the case may be.

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**CCM Required Collateral Amount:** For each CCM, the sum of:

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(a) the CCM House Margin Shortfall;

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(b) the CCM House Excess Collateral Shortfall;

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(c) the CCM Client Collateral Buffer Shortfall; and

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(d) the Total Client Margin Shortfall.

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**CCM Unallocated Client Collateral:** Cash Collateral provided by a CCM to LCH SA in accordance with [Article 4.2.2.3](#) and Section 3 of the Procedures which is identified as being for the account of one or more CCM Clients but where such CCM has not specified the CCM Client Collateral Account(s) in which such Cash Collateral should be recorded.

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**CCM Unallocated Client Collateral Account:** With respect to each CCM, the client account opened in the books of LCH SA to record any CCM Unallocated Client Collateral.

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**CDS:** A credit default swap transaction.

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**CDS Admission Agreement:** The written agreement (including its annexes), as amended from time to time, entered into between LCH SA and an Applicant in order for such Applicant to become a Clearing Member.

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**CDS Buyer:** A Clearing Member that is party to a Cleared Transaction as protection buyer.

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**CDS Clearing Document:** Any document which forms part of the CDS Clearing Documentation.

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**CDS Clearing Documentation:** The CDS Admission Agreement, the CDS Clearing Rules, the CDS Clearing Supplement Documents, the Index Cleared Transaction Confirmation and the Single Name Cleared Transaction Confirmation (including all exhibits, attachments, annexes, schedules and appendices thereto, and any document incorporated by reference therein, if any), as each such document is amended from time to time. **For the avoidance of doubt, the Product Family Forms do not form part of the CDS Clearing Documentation.**

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<b>CDS Clearing Rule Book:</b> This document (including all exhibits, attachments, annexes, schedules and appendices hereto), as amended from time to time.	Mis en forme
<b>CDS Clearing Rules:</b> This CDS Clearing Rule Book, the CDS Dispute Resolution Protocol, the Procedures, all related Clearing Notices and, in the case of an FCM Clearing Member, the FCM CDS Clearing Regulations, as each such document is amended from time to time.	Mis en forme Supprimé: .Clearnet
<b>CDS Clearing Service:</b> The service provided by LCH SA in respect of clearing CDS in accordance with the CDS Clearing Documentation, including the special terms applicable to use of the service by a CCM pursuant to TITLE V and to use of the service by an FCM Clearing Member pursuant to TITLE VI.	Mis en forme Mis en forme Mis en forme Supprimé: .Clearnet
<b>CDS Clearing Supplement:</b> The document issued by LCH SA and entitled "CDS Clearing Supplement", as amended from time to time.	Mis en forme Mis en forme Mis en forme
<b>CDS Clearing Supplement Documents:</b> The CDS Clearing Supplement, the Procedures and all related Clearing Notices, as each such document is amended from time to time.	Mis en forme Mis en forme
<b>CDS Clearing System:</b> The IT system managed by LCH SA and providing Clearing Members with technical access to the CDS Clearing Service.	Supprimé: 4 Supprimé: 4 Mis en forme
<b>CDS Client Clearing Agreement:</b> The client clearing agreement entered into between a Clearing Member and a Client which relates, in whole or in part, to the clearing of CDS through the CDS Clearing Service.	Supprimé: .Clearnet Mis en forme
<b>CDS Client Clearing DMP or CDS Client Clearing Default Management Process:</b> The process set out in Clause 4 of the CDS Default Management Process and pursuant to which LCH SA will effect the porting of the Relevant Client Cleared Transactions or the liquidation of the Non-Ported Cleared Transactions.	Mis en forme Mis en forme Mis en forme Supprimé: CHAPTER 4 Supprimé: CHAPTER 4
<b>CDS Client Clearing Entitlement:</b> This term has the meaning set out in Clause 4.4.3 of the CDS Default Management Process.	Mis en forme Mis en forme Mis en forme
<b>CDS Client Clearing Services:</b> Clearing services in respect of CDS provided by a Clearing Member to its Clients.	Supprimé: Article 4.4.1.2 Supprimé: Article 4.4.1.2
<b>CDS Contractual Currency:</b> The currency required under the terms of any Cleared Transaction.	Mis en forme Mis en forme
<b>CDS Default Fund:</b> The default fund established and maintained pursuant to TITLE IV, CHAPTER 4 for Cleared Transactions.	Supprimé: Article 4.4.1.3 Supprimé: Article 4.4.1.3
<b>CDS Default Fund Amount:</b> The amount of the CDS Default Fund as required pursuant to Article 4.4.1.2.	Mis en forme Mis en forme Supprimé: .Clearnet
<b>CDS Default Fund Calculation Amount:</b> An amount equal to the CDS Default Fund Amount less the aggregate of the Contribution Requirement for all of the Clearing Members in respect of whom the initial calculation of their respective Contribution Requirement requires them to pay a Contribution equal to the minimum contribution set out in Article 4.4.1.3.	Mis en forme Supprimé: Mis en forme Supprimé: 14 April Mis en forme

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**CDS Default Management Committee:** The committee which is set up by LCH SA in accordance with the provisions of the CDS Default Management Process in order to assist LCH SA with the development and implementation of:

- (a) the CDS Default Management Process; and
- (b) any auction process to liquidate a Self Referencing Transaction and enter into an equivalent Single Name Cleared Transaction.

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**CDS Default Management Group:** The group which is set up by LCH SA in accordance with the provisions of the CDS Default Management Process in order to assist LCH SA, in circumstances where:

- (a) an Event of Default has been declared by LCH SA as occurring in respect of a Clearing Member, with the implementation of the CDS Default Management Process and liquidation of Cleared Transactions in accordance with this CDS Clearing Rule Book; or
- (b) an auction process pursuant to Section 9 of Part A or Part B, as applicable, of the CDS Clearing Supplement, needs to be implemented to liquidate a Self Referencing Transaction and enter into an equivalent Single Name Cleared Transaction.

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**CDS Default Management Process:** The process in accordance with which LCH SA and the CDS Default Management Group will manage a default of a Clearing Member (including, to the extent appropriate, the CDS Client Clearing Default Management Process), as set out in Appendix 1.

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**CDS Dispute Resolution Protocol:** The protocol pursuant to which Disputes will be resolved.

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**CDS Global Cash Call Document:** This term shall have the meaning set out in Section 5 of the Procedures.

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**CDS Post-Default Period:** The period specified in [Article 4.4.3.3](#).

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**CDS Seller:** A Clearing Member that is party to a Cleared Transaction as protection seller.

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**CDS Type:** This term shall have the meaning set out in the CDS Clearing Supplement.

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**CEA:** The U.S. Commodity Exchange Act, as amended.

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**CFTC:** The U.S. Commodity Futures Trading Commission, and any successor thereto.

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**CFTC Regulations:** The rules and regulations promulgated by the CFTC.

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**Cleared Trades Report:** This term shall have the meaning set out in Section 5 of the Procedures.

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**Cleared Transaction:** A CCM Cleared Transaction or an FCM Cleared Transaction.

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**Clearing Day:** Any day that is: (i) a Business Day; and (ii) a day on which commercial banks in London are open for business.

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**Clearing Eligibility Report:** The report containing the Weekly Backloading Transactions which is made available by LCH SA to each Clearing Member at such time set out in Section 5 of the Procedures.

**Clearing Member:** A General Member or a Select Member, as the context requires.

**Clearing Member Novation Acceptance Time:** The time when all relevant Clearing Members are deemed to have accepted a Daily Backloading Transaction or Weekly Backloading Transaction for clearing, where such Clearing Members indicate such deemed acceptance by meeting the Morning Call on the relevant Daily Backloading Novation Day or Weekly Backloading Novation Day, as applicable.

**Clearing Member Termination Date:** The date on which Membership Termination in respect of a Clearing Member becomes effective in accordance with [Article 2.4.2.1](#) or [Article 2.4.2.2\(b\)](#).

**Clearing Notice:** Any notice issued by LCH SA from time to time which:

- (a) provides guidance to all or a particular category of Clearing Members on a matter of interpretation in connection with this CDS Clearing Rule Book, the CDS Clearing Supplement or the Procedures;
- (b) notifies all Clearing Members of the existence or cessation of a Force Majeure Event occurring with respect to LCH SA in accordance with [Article 1.2.11.2](#), (ii) and [Article 1.2.11.2](#), (vi);
- (c) notifies all Clearing Members of an LCH Default in accordance with [Article 1.3.1.3](#);
- (d) notifies all Clearing Members of the termination or suspension of a particular Clearing Member's membership of the CDS Clearing Service;
- (e) notifies all Clearing Members of the occurrence of an Event of Default in accordance with [Article 4.3.1.3](#); or
- (f) such other Clearing Notices as may be required or contemplated by this CDS Clearing Rule Book, the CDS Clearing Supplement or the Procedures.

**Client:** A CCM Client, an FCM Client, or both, as the context requires.

**Client Account Structure:** The CCM Client Account Structure or FCM Client Account Structure, as the context requires.

**Client Assets:** Any Collateral transferred to LCH SA by a Clearing Member in respect of Client Cleared Transactions or Relevant Client Cleared Transactions, as applicable, along with accruals on such Client Cleared Transactions or Relevant Client Cleared Transactions (which accruals shall, for the avoidance of doubt, include Variation Margin which is payable by LCH SA to the Clearing Member in respect of the relevant Client Margin Account in accordance with Section 2 of the Procedures), and recorded in a Client Collateral Account. For the avoidance of doubt, Client

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Assets constituting FCM Unallocated Client Excess Collateral are subject to restrictions on transfer and use as provided in the CDS Clearing Rules.

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**Client Backloading Transaction:** An existing CDS which:

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(a) is registered in the TIW;

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(b) comprises one or more Client Trade Leg(s); and

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(c) is submitted for clearing by the relevant ATSS Participants via an Approved Trade Source System as part of the Daily Backloading Cycle.

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**Client Cleared Transaction:** A Cleared Transaction registered in a Client Trade Account of a Clearing Member.

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**Client Collateral Account:** A CCM Client Collateral Account or an FCM Client Financial Account, as the context requires.

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**Client Collateral Buffer:** The CCM Client Collateral Buffer (carried within the CCM House Account Structure) or the FCM Client Collateral Buffer (carried within the FCM Client Account Structure), as the context requires.

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**Client Collateral Buffer Shortfall:** The CCM Client Collateral Buffer Shortfall or the FCM Client Collateral Buffer Shortfall, as the context requires.

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**Client Collateral Buffer Threshold:** The CCM Client Collateral Buffer Threshold or the FCM Client Collateral Buffer Threshold, as the context requires.

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**Client Excess Collateral:** The CCM Client Excess Collateral or the FCM Client Excess Collateral, as the context requires.

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**Client Margin Account:** A CCM Client Margin Account or an FCM Client Margin Account, as the context requires.

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**Client Margin Requirement:** The CCM Client Margin Requirement or the FCM Client Margin Requirement, as the context requires.

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**Client Margin Shortfall:** A CCM Client Margin Shortfall or an FCM Client Margin Shortfall, as the context requires.

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**Client Pledged Eligible Collateral:** With respect to a CCM, the Pledged Eligible Collateral recorded in each CCM Client Collateral Account of such CCM.

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**Client Termination Amount:** The CCM Client Termination Amount or the FCM Client Termination Amount.

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**Client Trade Account:** A CCM Client Trade Account or an FCM Client Trade Account, as the context requires.

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**Client Trade Leg:** Any trade leg of a CDS in respect of which a Client acts as protection buyer or protection seller.

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**Client Transaction Checks:** With respect to an Intraday Transaction comprising one or more Client Trade Leg(s) or a Client Backloading Transaction, the process undertaken by LCH SA to ensure that a Nominated Clearing Member has consented, in the manner and form prescribed by Section 5 of the Procedures, to the registration of the relevant Client Trade Leg, in the relevant Client Trade Account(s) of such Nominated Clearing Member.

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**Client Variation Margin Requirement:** For each Client Margin Account of a Clearing Member, the amount of Variation Margin calculated by LCH SA as being payable:

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(a) by such Clearing Member to LCH SA; or

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(b) by LCH SA to such Clearing Member

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on the basis of the Open Positions in the relevant Client Margin Account, in accordance with Section 2 of the Procedures.

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**CM Backloading Transaction:** An existing CDS which:

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(a) is registered in the TIW;

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(b) comprises two House Trade Leg(s); and

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(c) is submitted for clearing by the relevant ATSS Participants via an Approved Trade Source System as part of the Daily Backloading Cycle.

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**Collateral:** Any Eligible Collateral and/or Cash Collateral.

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**Collateral Account:** A House Collateral Account, a Client Collateral Account, or a Buffer Collateral Account, or a CCM Unallocated Client Collateral Account as the case may be.

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**Collateral Call:** A request by LCH SA to a Clearing Member for an amount of Collateral calculated by LCH SA in accordance with the CDS Clearing Documentation, such Collateral to be delivered by such Clearing Member to LCH SA in accordance with Section 3 of the Procedures.

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**Combined Unmargined Risk:** The maximum value of the two highest daily Member Uncovered Risks over the last sixty Clearing Days, plus a buffer equal to 10 percent.

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**Competent Authority:** Other than for LCH SA, any authority which:

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(a) is recognised as such by a Person's home Member State under the terms of CRD or MiFID; or

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(b) has concluded a cooperation agreement with the French Competent Authorities in respect of exercising a regulatory or supervisory function under the laws of any jurisdiction to which a Person is subject.

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and for LCH SA, each of the AMF, the *Autorité de Contrôle Prudentiel et de Résolution*, the *Banque de France*, the CFTC, any successor body of any of the foregoing and any other body which has concluded a cooperation agreement with the AMF, the *Autorité de Contrôle Prudentiel et de Résolution*, the *Banque de France* in respect of exercising a regulatory or supervisory function under the laws of any jurisdiction and designated as such by LCH SA from time to time.

**Concentration Risk Margin:** The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

**Contingency Variation Margin:** The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

**Contribution:** With respect to each Clearing Member, an amount calculated by LCH SA in accordance with [Article 4.4.1.3](#) and payable by each Clearing Member to LCH SA to fund the CDS Default Fund (and, for the avoidance of doubt, excluding any Additional Contribution Amount of such Clearing Member).

**Contribution Balance:** The aggregate value of Collateral (determined in accordance with Section 3 of the Procedures) deposited by a Clearing Member with LCH SA to satisfy its Contribution Requirement.

**Contribution Excess:** The amount, if any, by which a Clearing Member's Contribution Balance exceeds its Contribution Requirement.

**Contribution Requirement:** The aggregate of a Clearing Member's Contribution and its Additional Contribution Amount, if applicable.

**Contribution Shortfall:** The amount, if any, by which a Clearing Member's Contribution Requirement exceeds the Contribution Balance.

**Credit Derivatives Determinations Committee:** This term shall have the meaning set out in the ISDA Credit Derivatives Definitions.

**Credit Event:** In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

**Credit Event Margin:** The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

**Credit Event Notice:** In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

**Credit Institution:** Any credit institution as defined in [CRR](#).

**Credit Quality Margin:** The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

**CRD:** [Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions](#)

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and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

**CRR:** Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 and all delegated regulatory and implementing technical standards adopted pursuant to Regulation (EU) No. 575/2013 and published in the Official Journal of the European Union from time to time.

**Daily Backloading Novation Day:** With respect to a Daily Backloading Transaction, the Clearing Day immediately following the Business Day on which such Daily Backloading Transaction has been submitted for clearing to LCH SA in accordance with [Article 3.1.2.2](#).

**Daily Backloading Cycle:** The process operated by LCH SA, in accordance with Section 3.1.2, pursuant to which Daily Backloading Transactions are submitted for clearing.

**Daily Backloading Transaction:** A Client Backloading Transaction or a CM Backloading Transaction, as the case may be.

**Damage:** Any damage, loss, cost or expense of whatsoever nature.

**Data Protection Law:** Any legislation in force from time to time which implements the Directive 95/46/EC and Directive 2002/58/EC and any other similar applicable national privacy law, which applies to the business activities of LCH SA.

**DC Credit Event Announcement:** This term shall have the meaning given to such term for the purposes of the applicable Cleared Transaction.

**Deemed Client Transaction:** This term shall have the meaning given in [Article 5.1.1.3\(b\)](#).

**Default Notice:** A notice issued by LCH SA to a Clearing Member following a determination that an Event of Default has occurred or is occurring in respect of such Clearing Member, including where that notice takes the form of an Automatic Early Termination Event Stipulation and that such Clearing Member will henceforth be treated as a Defaulting Clearing Member.

**Defaulting Clearing Member:** Any Clearing Member in respect of which an Event of Default has been declared by LCH SA.

**Defaulting Clearing Member Termination Date:** The date notified as such to a Defaulting Clearing Member by LCH SA in the Default Notice.

**Delegation:** The *délégation de créance imparfaite* mechanism governed by articles 1275 *et seq.* of the French Civil Code, as described in [Article 5.1.2.2](#).

**Derivatives Clearing Organization:** A derivatives clearing organization as defined in Section 1a (15) of the CEA and registered as such with the CFTC.

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**Disciplinary Proceedings:** Proceedings established pursuant to Section 8 of the Procedures, under which LCH SA shall investigate and, where it considers appropriate, take action against a Clearing Member following any breaches or alleged breaches of the CDS Clearing Documentation.

**Dispute:** This term shall have the meaning set out in the CDS Dispute Resolution Protocol.

**DTCC:** The Warehouse Trust Company LLC, a subsidiary of the US Depository Trust and Clearing Corporation, and any successor thereto.

**DTCC Matching and Eligibility Report:** The report containing the Eligible Weekly Backloading Transactions for each Clearing Member which is made available by LCH SA to each Clearing Member, at the time and in the manner set out in Section 5 of the Procedures.

**Early Termination Trigger Date:** The date specified in Clause 8.1 of the CDS Default Management Process.

**EEA:** The European Economic Area.

**Eligibility Controls:** The consistency checks and functional controls performed by LCH SA in accordance with Section 4 of the Procedures including:

- (a) checking to ensure the completeness of the information required by LCH SA as previously notified to Clearing Members to process the Transaction Data and novate the Original Transaction pursuant to and in accordance with the CDS Clearing Rules and the CDS Clearing Supplement; and
- (b) determining whether such Original Transaction meets the Eligibility Requirements.

**Eligibility Requirements:** The requirements described in Section 4 of the Procedures with which Original Transactions must comply in order to be eligible for clearing by LCH SA.

**Eligible Collateral:** Such securities and other types of non Cash Collateral as are set out in Section 3 of the Procedures as being acceptable by LCH SA for the purposes of satisfying a Clearing Member's Margin Requirements and/or novating Original Transactions, as applicable.

**Eligible Currency:** Cash in such currencies as are set out in Section 3 of the Procedures as being acceptable by LCH SA as Cash Collateral.

**Eligible Index Version:** The version of a credit default swap index identified in accordance with Section 4 of the Procedures and in respect of which LCH SA provides CDS Clearing Services.

**Eligible Intraday Transaction:** An Intraday Transaction which passes the Eligibility Controls and the Client Transaction Checks (if applicable), pursuant to and in accordance with Article 3.1.4.4.

**Eligible Reference Entity:** A Reference Entity identified in accordance with Section 4 of the Procedures and in respect of which LCH SA provides CDS Clearing Services.

**Eligible Weekly Backloading Transaction:** A Weekly Backloading Transaction which:

- (a) has passed the Eligibility Controls; and

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and, in each case, the result of which makes it impractical for LCH SA to continue to operate the CDS Clearing Service in accordance with the CDS Clearing Documentation while satisfactorily managing its risks. For the avoidance of doubt, an event may constitute an Extreme Market Development even if it affects only one Clearing Member or a group of Clearing Members.

**Failed Backloading Clearing Member:** Any Clearing Member that is subject to a Backloading Failure.

**Fallback Settlement Method:** This term shall have the meaning set out in the ISDA Credit Derivatives Definitions.

**FCM:** A legal entity that is a futures commission merchant, as defined under CFTC Regulation 1.3(p) (or any successor or replacement regulation), and is registered in such capacity with the CFTC and a member in good standing of the NFA.

**FCM Allocated Client Collateral Buffer:** The portion of the FCM Client Collateral Buffer which, at the relevant time, is allocated to an FCM Client Margin Account in accordance with [Article 4.2.2.4](#) and Section 2 of the Procedures.

**FCM Available Client Collateral Buffer:** The portion of the FCM Client Collateral Buffer which, at the relevant time, is not allocated to any FCM Client Margin Account and is available to be used to enable the novation of Client Trade Legs.

**FCM Buffer Financial Account:** A segregated account opened in the books of LCH SA to record the value of an FCM Clearing Member's FCM Client Collateral Buffer.

**FCM CDS Clearing Regulations:** The document issued by LCH SA and entitled "FCM CDS Clearing Regulations," as amended from time to time.

**FCM Cleared Transaction:** A CDS between LCH SA and an FCM Clearing Member as agent<sup>1</sup> for the account of an FCM Client (as described in FCM CDS Clearing Regulation 1(c)), registered in the relevant FCM Client Trade Account of such FCM Clearing Member, or as principal for its own account, registered in the FCM House Trade Account of such FCM Clearing Member, and resulting from:

- (a) the novation of an FCM Original Transaction;
- (b) the creation of a Spin-off Single Name Cleared Transaction, a Restructuring Cleared Transaction, a Resulting Single Name Cleared Transaction or a Physically Settled Cleared Transaction (where applicable) pursuant to the CDS Clearing Supplement;
- (c) the compression of existing FCM Cleared Transactions to a single FCM Cleared Transaction pursuant to TITLE III, Chapter 3;

<sup>1</sup> Note to reader: the use of the term "agent" is required by the CFTC Regulations and does not refer to any specific legal category under French law.

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- (d) LCH SA entering into hedging transactions with an FCM Clearing Member pursuant to the CDS Default Management Process;
- (e) the transfer of FCM Cleared Transactions or Porting FCM Cleared Transactions in accordance with Section 3.4.1;
- (f) the Porting of FCM Cleared Transactions in accordance with the CDS Default Management Process; or
- (g) LCH SA and a Backup Clearing Member entering into a new contract on equivalent terms to a terminated FCM Cleared Transaction as part of Porting pursuant to the CDS Default Management Process.

**FCM Clearing Member:** Any FCM that has been admitted as a clearing member in accordance with the CDS Clearing Rules and is a party to the CDS Admission Agreement and which has not elected to become a CCM.

**FCM Client:** A client of an FCM Clearing Member to which the FCM Clearing Member provides CDS Client Clearing Services and that is an eligible contract participant as defined in Section 1a(18) of the CEA, other than subparagraph (C) thereof, or as may be further defined by CFTC Regulations, with positions in Cleared Swaps (as that term is defined in CFTC Regulation 22.1), including FCM Cleared Transactions, on behalf of which the FCM Clearing Member provides the CDS Clearing Services described in Title VI and clears FCM Cleared Transactions; provided that any such client is only an FCM Client with respect to its positions in Cleared Swaps (as that term is defined in CFTC Regulation 22.1). For the avoidance of doubt, if an Affiliate of an FCM Clearing Member, which Affiliate is also registered with the CFTC as an FCM, carries Cleared Swaps on behalf of Cleared Swaps Customers (as that term is defined in CFTC Regulation 22.1) and maintains an omnibus account with such FCM Clearing Member to clear Cleared Swaps on behalf of such Cleared Swaps Customers, such omnibus account shall be considered an FCM Client for purposes of the CDS Clearing Rules.

**FCM Client Account Structure:** The FCM Client Trade Account(s), FCM Client Margin Account(s), FCM Client Financial Account(s), FCM Buffer Financial Account, FCM Unallocated Client Collateral Financial Account and FCM Client Collateral Account registered in the CDS Clearing System in the name of an FCM Clearing Member as described in TITLE VI, CHAPTER 2.

**FCM Client Collateral Account:** An account opened in the books of LCH SA to record the Collateral held by LCH SA for the benefit of an FCM Clearing Member's FCM Clients, the aggregate value of such Collateral being divided amongst, and recorded in:

- (a) the FCM Client Financial Account(s);
- (b) the FCM Buffer Financial Account; and
- (c) the FCM Unallocated Client Collateral Financial Account.

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**FCM Client Collateral Buffer:** The aggregate value of Collateral transferred by an FCM Clearing Member to LCH SA, comprising such FCM Clearing Member's own property, and recorded in such FCM Clearing Members FCM Buffer Financial Account which may be used by LCH SA to meet obligations in respect of the Cleared Transactions of the FCM Clients of such FCM Clearing Member, including for the purpose of satisfying the Notional and Collateral Checks performed by LCH SA in respect of Eligible Intraday Transactions comprising one or more Client Trade Leg(s). For the avoidance of doubt, the FCM Client Collateral Buffer constitutes Cleared Swaps Customer Collateral as that term is defined in CFTC Regulation 22.1 (or any successor or replacement regulation).

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**FCM Client Collateral Buffer Shortfall:** The amount (if any) by which the FCM Client Collateral Buffer Threshold exceeds the FCM Client Collateral Buffer.

**FCM Client Collateral Buffer Threshold:** The minimum value of Collateral which an FCM Clearing Member wishes to maintain as FCM Client Collateral Buffer.

**FCM Client Excess Collateral:** The amount of any FCM Excess Collateral attributable to an FCM Client Margin Account.

**FCM Client Financial Account:** A segregated account opened in the books of LCH SA for each FCM Client of the FCM Clearing Member to record the Legally Segregated Value of such FCM Client as determined by LCH SA in accordance with the CDS Clearing Rules.

**FCM Client Margin Account:** An account opened by LCH SA in the name of an FCM Clearing Member for the benefit of an FCM Client in the CDS Clearing System for risk management purposes, in which the FCM Cleared Transactions of the FCM Client are netted and corresponding Open Positions are registered, and any FCM Client related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such FCM Clearing Member (if so applicable pursuant to Section 3.1.7 are recorded, in order to calculate the FCM Client Margin Requirement and Client Variation Margin Requirement of the FCM Clearing Member in respect of such FCM Client.

**FCM Client Margin Requirement:** With respect to each FCM Client Margin Account of an FCM Clearing Member, an amount equal to:

(a) for all purposes other than the Morning Call: the aggregate of the Margins (other than Variation Margin and Credit Quality Margin), calculated by LCH SA on the basis of the Open Positions registered in such FCM Client Margin Account of the FCM plus any positions corresponding to Eligible Intraday Transactions pre-registered in accordance with Section 3.1.7; and

(b) for the purposes of the Morning Call: the higher of the following two amounts:

(a) the aggregate of the Margins (other than Variation Margin and Credit Quality Margin) in respect of the Open Positions registered in such FCM Client Margin Account; or

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(b) the aggregate of the Margins (other than Variation Margin and Credit Quality Margin) in respect of the Open Positions registered in such FCM Client Margin Account plus any positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions and/or Cleared Transactions which are pre-registered in accordance with Section 3.1.7.

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**FCM Client Margin Shortfall:** With respect to an FCM Client Margin Account of an FCM Clearing Member, the amount by which the FCM Client Margin Requirement for such FCM Client Margin Account exceeds the FCM Margin Balance of the associated FCM Client Financial Account, if any.

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**FCM Client Termination Amount:** For the purpose of Title I, Chapter 3, any net positive or negative amount, denominated in Euro and determined pursuant to and in accordance with Article 1.3.1.9(ii)(b).

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**FCM Client Trade Account:** An account opened by LCH SA in the name of an FCM Clearing Member for the benefit of an FCM Client in order to register all Cleared Transactions cleared by such FCM Clearing Member in relation to such FCM Client.

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**FCM Excess Collateral:** The amount (if any) by which the FCM Margin Balance exceeds the Margin Requirement for any Margin Account of an FCM Clearing Member.

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**FCM House Cleared Transaction:** Any FCM Cleared Transaction registered in the House Trade Account of an FCM Clearing Member.

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**FCM House Collateral Account:** A house account opened in the books of LCH SA to record:

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(a) Collateral provided by an FCM Clearing Member for the purpose of satisfying its FCM House Margin Requirement; and

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(b) FCM House Excess Collateral.

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**FCM House Excess Collateral:** The amount of any FCM Excess Collateral attributable to an FCM House Margin Account.

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**FCM House Excess Collateral Shortfall:** The amount (if any) by which the FCM House Excess Collateral Threshold exceeds the FCM House Excess Collateral.

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**FCM House Excess Collateral Threshold:** The minimum amount of Collateral that an FCM Clearing Member wishes to maintain as FCM House Excess Collateral in its FCM House Collateral Account.

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**FCM House Margin Account:** An account opened by LCH SA in the name of an FCM Clearing Member in the CDS Clearing System for risk management purposes, in which FCM House Cleared Transactions are netted and corresponding Open Positions are registered, and any house positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such FCM Clearing Member (if so applicable pursuant to Section 3.1.7) are recorded, in order to calculate the FCM House Margin Requirement and House Variation Margin Requirement of the relevant FCM Clearing Member.

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**FCM House Margin Requirement:** With respect to the FCM House Margin Account of each FCM Clearing Member, an amount equal to:

(a) for all purposes other than the Morning Call, the aggregate of the Margins (other than Variation Margin) calculated by LCH SA on the basis of the Open Positions registered in such FCM House Margin Account plus any positions corresponding to Eligible Intraday Transactions pre-registered in accordance with Section 3.1.7; and

(b) for the purposes of the Morning Call, the higher of the following amounts:

(a) the aggregate of the Margins (other than Variation Margin) in respect of the Open Positions registered in such Margin Account; or

(b) the aggregate of the Margins (other than Variation Margin) in respect of the Open Positions registered in such CCM House Margin Account plus any positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions.

**FCM House Margin Shortfall:** With respect to a FCM House Margin Account of an FCM, the amount by which the FCM House Margin Requirement for such FCM House Margin Account exceeds the FCM Margin Balance of the associated FCM House Collateral Account, if any.

**FCM Margin Balance:** With respect to:

(a) the FCM House Margin Account of an FCM Clearing Member, the aggregate value of Collateral transferred to LCH SA recorded in the corresponding FCM House Collateral Account; and

(b) an FCM Client Margin Account of an FCM Clearing Member, the Legally Segregated Value that LCH SA ascribes to, and records in, the FCM Client Financial Account attached to such FCM Client Margin Account in accordance with Section 2 of the Procedures.

**FCM Required Collateral Amount:** For each FCM Clearing Member, the sum of:

(a) the FCM House Margin Shortfall;

(b) the FCM House Excess Collateral Shortfall;

(c) the FCM Client Buffer Collateral Shortfall; and

(d) the Total Client Margin Shortfall.

**FCM Unallocated Client Excess Collateral:** This term has the meaning set out in Article 6.2.5.1(b).

**FCM Unallocated Client Collateral Financial Account:** A segregated account opened in the books of LCH SA to record the value of FCM Unallocated Client Excess Collateral as determined by LCH SA in accordance with Article 6.2.5.1 and Section 3 of the Procedures.

**Final Settlement Notice:** The notice delivered by LCH SA to a Defaulting Clearing Member pursuant to Article 4.3.3.4.

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**Financial Group:** A Person shall belong to the same Financial Group as:

- (a) any entity controlled, directly or indirectly by the Person;
- (b) any entity that controls, directly or indirectly, the Person; or
- (c) any entity directly or indirectly under common control with the Person.

For this purpose, "control" of any entity or Person means ownership of a majority of the voting power of the entity or Person.

**First Intraday Call:** The Collateral Call performed on each Business Day at the time specified in Section 2 of the Procedures for an amount of collateral determined in accordance with Section 4.2.3 and Section 2 of the Procedures.

**Fixed Amount:** This term shall have the meaning given to it pursuant to the relevant Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation, as applicable.

**Fixed Rate Payer:** This term shall have the meaning given to it pursuant to the relevant Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation, as applicable.

**Floating Rate Payer:** This term shall have the meaning given to it pursuant to the relevant Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation, as applicable.

**Force Majeure Event:** Any extraordinary event that cannot be foreseen or avoided, which is outside the control of LCH SA or the relevant Clearing Member, as applicable, and which hinders or prevents the performance in whole or in part of any of their obligations under the CDS Clearing Documentation and, in relation to any obligation under the CDS Clearing Supplement that is part of the terms and conditions of a Cleared Transaction and where such obligation has not yet fallen due, such an occurrence that would hinder or prevent performance in whole or in part of any of their obligations thereunder were the occurrence or effects of the occurrence to continue until the date of performance of the relevant obligations, including but not limited to: fire, flood, storm, hurricanes, earthquakes, explosions, strokes of lightning, international conflicts, hostilities, terrorist action, civil unrest, war, embargoes, the unavailability or impairment of computer or data processing facilities, the failure of any external systems, including but not limited to any Approved Trade Source System, (and in respect of DTCC, after giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the CDS Clearing Supplement), TARGET2 and Illegality.

**Former Clearing Member:** A Person who was a Clearing Member prior to Membership Termination.

**General Member:** A CCM or an FCM Clearing Member that has been admitted by LCH SA as a General Member in accordance with Section 1 of the Procedures.

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**Global House Termination Amount:** For the purpose of TITLE I, [Chapter 3](#), the single, net positive or negative amount, denominated in Euro and determined pursuant to and in accordance with [Article 1.3.1.9](#).

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**Gold Record:** The Transaction Data in respect of a trade leg of a CDS which references an Eligible Index Version or an Eligible Reference Entity, as the case may be.

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**Gold Records File:** The file received by LCH SA from DTCC which contains the Gold Records.

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**Governmental Authority:** Any de facto or de jure government or any agency, instrumentality, ministry or department thereof.

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**House Account Structure:** The House Trade Account, House Margin Account and House Collateral Account registered in the CDS Clearing System in the name of a Clearing Member as described in TITLE III, [CHAPTER 2](#).

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**House Cleared Transaction:** Any Cleared Transaction registered in the House Trade Account of a Clearing Member.

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**House Collateral Account:** A CCM House Collateral Account or an FCM House Collateral Account, as the context requires.

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**House Excess Collateral:** CCM House Excess Collateral or FCM House Excess Collateral, as the context requires.

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**House Excess Collateral Shortfall:** The CCM House Excess Collateral Shortfall or the FCM House Excess Collateral Shortfall, as the context requires.

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**House Excess Collateral Threshold:** The CCM House Excess Collateral Threshold or the FCM House Excess Collateral Threshold, as the context requires.

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**House Margin Account:** A CCM House Margin Account or an FCM House Margin Account, as the context requires.

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**House Margin Requirement:** The CCM House Margin Requirement or the FCM House Margin Requirement, as the context requires.

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**House Margin Shortfall:** A CCM House Margin Shortfall or an FCM House Margin Shortfall, as the context requires.

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**House Termination Amount:** For the purpose of TITLE I, [Chapter 3](#), the single, net positive or negative amount, denominated in Euro and determined pursuant to and in accordance with [Article 1.3.1.9\(i\)](#).

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**House Trade Account:** An account opened by LCH SA at the request and in the name of a Clearing Member within the Account Structure of the Clearing Member in the CDS Clearing System in order to register Cleared Transactions cleared by such Clearing Member for its own account.

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**House Trade Leg:** Any trade leg of a CDS in respect of which a Clearing Member acts as protection buyer or protection seller.

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**House Variation Margin Requirement:** The amount of Variation Margin calculated by LCH SA as being payable:

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(a) by a Clearing Member to LCH SA; or

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(b) by LCH SA to a Clearing Member,

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on the basis of the Open Positions registered in the relevant Clearing Member's House Margin Account, in accordance with Section 2 of the Procedures.

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**Illegality:** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the CDS Clearing Supplement, due to an event or circumstance (other than any action taken by a party occurring after a Cleared Transaction is entered into), it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by either party as the case may be), on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of circumstances where a party would not have used all reasonable efforts to maintain in full force and effect all consents of any Governmental Authority that are required to be obtained by it with respect to the CDS Clearing Documentation or would not have used all reasonable efforts to obtain any that may become necessary in the future) for the Office through which such party makes and receives payments or deliveries with respect to such Cleared Transaction to perform any absolute or contingent obligation to make a payment or delivery in respect of such Cleared Transaction, to receive a payment or delivery in respect of such Cleared Transaction or to comply with any other material provision of the CDS Clearing Documentation relating to such Cleared Transaction.

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**Index Cleared Transaction:** This term shall have the meaning set out in the CDS Clearing Supplement.

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**Index Cleared Transaction Confirmation:** This term shall have the meaning set out in the CDS Clearing Supplement.

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**Initial Margin:** An amount equal to the aggregate of the Spread Margin, Short Charge Margin, Recovery Risk Margin, Interest Rate Risk Margin and Wrong Way Risk Margin.

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**Initial Payment Amount:** This term shall have the meaning given to it pursuant to the relevant Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation.

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**Insolvency Proceeding:** Where a Clearing Member or, as applicable, any related Parent:

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- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights or a petition is presented for its winding-up or liquidation and in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition: (a) results in a judgment of insolvency or bankruptcy, or the entry of an order for relief, or the making of an order for winding-up or liquidation; or (b) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets;
- (g) has a secured party take possession of all or substantially all its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under Applicable Law, has an analogous effect to any of the events specified in paragraphs (i) to (vii) above.

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**Interest Rate Risk Margin:** The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

**Intraday Call:** The First Intraday Call or the Second Intraday Call, as the case may be.

**Intraday Call Reports:** This term shall have the meaning set out in Section 5 of the Procedures.

**Intraday Novation Margin Requirement:** With respect to any Margin Account, an amount equal to the aggregate of the Margins (other than Variation Margin), calculated by LCH SA on the basis



of the position corresponding to the relevant trade leg of the Eligible Intraday Transaction pre-registered in accordance with Section 3.1.7 after taking into account the effects of netting, if any, with the Open positions already registered in such Margin Account.

**Intraday Transaction:** A CDS which:

- (a) has been entered into between two ATSS Participants; and
- (b) is submitted for clearing to LCH SA by the relevant ATSS Participants through an Approved Trade Source System in accordance with Section 3.1.4.

**Investment Firm:** An investment firm as defined in MiFID.

**Irrevocable Backloading Transaction:** An Irrevocable Weekly Backloading Transaction or an Irrevocable Daily Backloading Transaction, as the case may be.

**Irrevocable Daily Backloading Transaction:** Any Daily Backloading Transaction in respect of which the relevant Clearing Members are deemed to have given, at such time set out in [Article 3.1.2.3](#), their irrevocable agreement for the novation by LCH SA of such Daily Backloading Transaction.

**Irrevocable Weekly Backloading Transaction:** Any Eligible Weekly Backloading Transaction in respect of which the relevant Clearing Members are deemed to have given, at such time set out in Section 5 of the Procedures, their irrevocable agreement for the novation by LCH SA of such Eligible Weekly Backloading Transaction.

**ISDA:** The International Swaps and Derivatives Association, Inc., and any successor thereto.

**ISDA Credit Derivatives Definitions:** The 2003 ISDA Credit Derivatives Definitions or the 2014 ISDA Credit Derivatives Definitions, as applicable.

**iTraxx® Europe Indices:** Each of the series and versions of iTraxx® indices published on the Website, in accordance with Section 4 of the Procedures. Information about these indices and their publication, composition, weighting and calculation is available on the website of the Index Publisher ([www.markit.com](http://www.markit.com)).

**LCH Businesses:** This term shall have the meaning set out in [Article 4.3.3.1](#).

**LCH Approved Outsourcing Agent:** A person designated as such by LCH SA.

**LCH Default:** The occurrence of any of the events listed in [Article 1.3.1.1](#), provided notice is provided pursuant to [Article 1.3.1.2](#).

**LCH Default Date:** The date on which a notice given to LCH SA pursuant to [Article 1.3.1.2](#) is deemed delivered to LCH SA as provided in [Article 1.2.5.4](#).

**LCH Default Payment Date:** The day 27 Clearing Days after the Termination Date, unless otherwise set out in accordance with [Article 1.3.1.9](#) or amended by LCH SA pursuant to [Article 1.3.1.10](#).

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**LCH Default Time:** The time at which a notice given to LCH SA pursuant to [Article 1.3.1.2](#), is deemed delivered to LCH SA as provided in [Article 1.2.5.4](#), and in the event that notices are received from more than one Affected Clearing Member, the first of those notices.

**LCH Insolvency Proceeding:** For the purpose of TITLE I, [Chapter 3](#), where a safeguard procedure (*procédure de sauvegarde*), judicial reorganisation procedure (*procédure de redressement judiciaire*) or winding-up procedure (*procédure de liquidation judiciaire*) is formally opened by a French court against LCH SA in accordance with French applicable law and the judgment opening such LCH Insolvency Proceeding has been duly notified by the registry of the relevant French court in accordance with the provisions of the French Commercial Code or duly published in accordance with the provisions of the French Commercial Code.

**LCH SA:** The commercial name of "*Banque Centrale de Compensation*", a clearing house as defined by Article L. 440-1 of the French Monetary and Financial Code (*Code monétaire et financier*) complying with Title IV of Book V of the general regulations of the AMF.

**LCH SA Contribution:** An amount of Euro 20 million.

**Legally Segregated Value:** With respect to an FCM Clearing Member, the value determined by LCH SA, at the times and in the manner set out in Section 2.2(f) of the Procedures, for each FCM Client Margin Account of such FCM Clearing Member, based on the aggregate value of the Collateral (excluding FCM Client Collateral Buffer) transferred by the FCM Clearing Member to LCH SA to meet the FCM Clearing Member's Total Client Margin Requirement.

**Loss Distribution Period:** The period set out in Clause [1.1](#) of the CDS Default Management Process.

**Loss Distribution Process:** The process set out in Clause [7](#) of the CDS Default Management Process.

**Mandatory Client Clearing Provisions:** The provisions set out in [Article 5.1.1.3](#).

**Mandatory Indirect Client Clearing Provisions:** The provisions set out in [Article 5.1.3.2](#).

**Margin:** Any margin, including [Spread](#) Margin, Additional Margin, Short Charge Margin, Self-Referencing Protection Margin, Recovery Risk Margin, Interest Rate Risk Margin, Wrong Way Risk Margin, Accrued Fixed Amount Liquidation Risk Margin, Credit Event Margin, Variation Margin, Credit Quality Margin, Extraordinary Margin, Concentration Risk Margin and Contingency Variation Margin that LCH SA calculates to be payable by a Clearing Member in accordance with the terms of this CDS Clearing Rule Book and the Procedures.

**Margin Account:** A House Margin Account or a Client Margin Account, as the case may be, of a CCM or FCM Clearing Member.

**Margin Account Uncovered Risk:** In respect of any Business Day, the stress-tested potential loss that would be incurred on that Business Day in relation to the Open Positions that are registered

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in a Clearing Member's Margin Account, calculated in accordance with the methodology established by LCH SA.

**Margin Balance:** The CCM Margin Balance or the FCM Margin Balance, as the context requires.

**Margin Repayment Amount:** This term has the meaning set out in Clause 8.5 of the CDS Default Management Process.

**Margin Requirement:** The House Margin Requirement or any Client Margin Requirement, as applicable.

**Margin Shortfall:** The House Margin Shortfall or the Client Margin Shortfall, as the case may be.

**Market Data:** With respect to the Open Positions of a Clearing Member, the daily prices of such Open Positions which are provided to LCH SA in accordance with Section 5 of the Procedures.

**Markit CDX™ Indices:** Each of the series and versions of Markit CDX™ indices published on the Website, in accordance with Section 4 of the Procedures. Information about these indices and their publication, composition, weighting and calculation is available on the website of the Index Publisher ([www.markit.com](http://www.markit.com)).

**Markit LCH Settlement Price:** This term shall have the meaning given in Article 4.2.7.1.

**Matched Buyer:** This term shall have the meaning set out in the CDS Clearing Supplement.

**Matched Pair:** This term shall have the meaning set out in the CDS Clearing Supplement.

**Matched Seller:** This term shall have the meaning set out in the CDS Clearing Supplement.

**Maximum Notional Amount:** The amount specified by LCH SA from time to time, if any, for all Clearing Members pursuant to Section 5 of the Procedures.

**Member State:** Any of the member states of the EEA from time to time.

**Member Uncovered Risk:** In respect of any Business Day, the stress-tested potential loss that would be incurred on that Business Day in relation to the Open Positions that are registered in a Clearing Member's Account Structure, calculated in accordance with the methodology established by LCH SA.

**Membership Termination:** The effective termination of a Clearing Member's membership of the CDS Clearing System and, subject to Article 2.4.2.4, the extinguishment of its liabilities and obligations to LCH SA in respect of Cleared Transactions.

**Membership Termination Notice:** A notice served by either LCH SA in accordance with Article 2.4.2.2(a) or a Clearing Member in accordance with Article 2.4.2.2(ii).

**Membership Termination Notice Period:** The period from the date on which a Membership Termination Notice is served to the Clearing Member Termination Date.

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Mis en forme : Anglais (États-Unis)

**MiFID:** Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

Supprimé: MiFID: Directive 2004/39/EC.¶

**Morning Call:** The Collateral Call performed on each Business Day at the time specified in Section 2 of the Procedures for an amount determined in accordance with Section 4.2.3 and Section 2 of the Procedures.

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**MTM Change:** In relation to a Cleared Transaction, a material effect on the mark to market price of such Cleared Transaction.

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**NFA:** The U.S. National Futures Association and any successor organisation.

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**Nominated Clearing Member:** With respect to an Intraday Transaction comprising one or more Client Trade Leg(s) or a Client Backloading Transaction, a Clearing Member which has been nominated by a Client, in the manner and form as prescribed by Section 5 of the Procedures, to consent to the registration of the relevant Client Trade Leg in the corresponding Client Trade Account(s).

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**Non Bidder:** This term shall have the meaning set out in the CDS Default Management Process.

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**Non-Default Termination:** Termination of a Clearing Member's membership other than as a result of:

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- (a) an Event of Default occurring in respect of such Clearing Member; or
- (b) an LCH Default.

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

**Non-Default Unwind:** In relation to a Clearing Member, the process by which the Clearing Member unwinds its Cleared Transactions, through:

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- (a) transferring its House Cleared Transactions to another Clearing Member;
- (b) procuring a transfer of the Client Cleared Transactions to one or more Receiving Clearing Member(s) in accordance with Title V, [CHAPTER 3](#);
- (c) liquidating, compressing or effecting any other form of close-out in relation to of its House Cleared Transactions or Client Cleared Transactions that have not been transferred to a Receiving Clearing Member in accordance with Title V, Chapter 3.

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

A closing out of Cleared Transactions on the termination of a Clearing Member's membership of LCH SA is a Non-Default Unwind only where an Event of Default has not occurred in relation to that Clearing Member.

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**Non-Defaulting Clearing Member:** At any time, each Clearing Member who is not a Defaulting Clearing Member.

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**Non-Ported Cleared Transactions:** The Client Cleared Transactions of a Defaulting Clearing Member which have not been ported in accordance with Clause [4.3](#) of the CDS Default Management Process.

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Mis en forme : Anglais (États-Unis)

**Notional Amount:** In respect of any Cleared Transaction, the Floating Rate Payer Calculation Amount as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

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**Notional and Collateral Check:** The process by which LCH SA determines whether the Notional Amount of the relevant Eligible Intraday Transaction exceeds the Maximum Notional Amount and whether the Clearing Member has:

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(a) sufficient Excess Collateral recorded in the relevant Collateral Account which can be used to satisfy the Intraday Novation Margin Requirement as required by and set out in Section 2 of the Procedures; or

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(b) in the circumstances described in [Article 4.2.2.4](#), sufficient Available Client Collateral Buffer to allocate to:

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(a) the relevant Client Account Structure, in the case of a CCM; or

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(b) the relevant FCM Client Margin Account, in the case of an FCM Clearing Member,

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to satisfy the Intraday Novation Margin Requirement as required by and set out in Section 2 of the Procedures.

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**Novation Time:**

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(a) In respect of a Backloading Transaction, as soon as technologically practicable following the Clearing Member Novation Acceptance Time on the relevant Clearing Day; and

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(b) in respect of an Intraday Transaction, the point in time at which such Intraday Transaction is novated immediately following completion and satisfaction of the relevant Notional and Collateral Check with respect to the relevant Clearing Member as determined in accordance with the CDS Clearing System processes.

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**Office:** With respect to LCH SA, its Paris head office and, with respect to any Clearing Member, the branch or office through which it acts for the purposes of the CDS Clearing Documentation, as initially set out in the CDS Admission Agreement it has entered into with LCH SA and as may be amended from time to time.

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Supprimé: Article 5.2.3.3

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Supprimé: Article 6.2.3.3

Supprimé: Article 6.2.3.3

**Open Position:** The net sum of the obligations resulting from the netting of Cleared Transactions in accordance with [Article 3.2.2.3](#), [Article 5.2.3.3](#) or [Article 6.2.3.3](#), as applicable.

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**Opening Hours:** 08.00 to 19.30 on each Business Day.

**Original Transaction:** A Backloading Transaction or an Intraday Transaction.

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**Original Transaction Data:** The Transaction Data and, in respect of an Intraday Transaction comprising one or more Client Trade Leg(s) or a Client Backloading Transaction, the identifier of the Nominated Clearing Member and as the case may be, the identifier of the relevant branch of the Client.

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Mis en forme : Police :+Corps, 11 pt

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Mis en forme : Anglais (États-Unis)

**Parent:** An entity is a parent in relation to another entity (the subsidiary) if:

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(a) it holds a majority of the voting rights in the subsidiary; or

Mis en forme

(b) it is a shareholder or partner of the subsidiary and has the right to appoint or remove a majority of its board of directors; or

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(c) it has the right to exercise a dominant influence over the subsidiary: (a) by virtue of provisions contained in the subsidiary's articles, or (b) by virtue of a control contract; or

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

(d) it is a shareholder or partner of the subsidiary and controls alone, pursuant to an agreement with other shareholders or partners, a majority of the voting rights in the subsidiary.

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**Payment Agent:** A third party which holds a cash account with a central bank and/or a Credit Institution designated by LCH SA, and which a Clearing Member can use to fulfil some or all of its payment or Margin obligations towards LCH SA in accordance with the CDS Clearing Documentation.

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**Payment Failure:** Any failure by a Clearing Member to, by the due time, transfer, deliver, deposit with or pay to LCH SA:

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(a) any or all Price Alignment Interest, Initial Payment Amount, Fixed Amounts, cash amounts due upon the occurrence of a Credit Event, securities, deliverable obligations or assets owed to LCH SA or to another Clearing Member in respect of Cleared Transactions registered in the name of the Defaulting Clearing Member with LCH SA;

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Supprimé : Article 4.2.3.3

(b) subject to [Article 4.2.3.3\(iii\)](#) Collateral to satisfy its Margin Requirements (including but limited to [Spread](#) Margin, Additional Margin, Short Charge Margin, Self-Referencing Protection Margin, Recovery Risk Margin, Interest Rate Risk Margin, Wrong Way Risk Margin, Accrued Fixed Amount Liquidation Risk Margin, Credit Event Margin, Concentration Risk Margin, Credit Quality Margin, Extraordinary Margin, Contingency Variation Margin or any additional Margin imposed by LCH SA pursuant to [Article 4.2.1.2](#));

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(c) Collateral to satisfy its Contribution Requirement; and

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(d) Cash Payment to satisfy its Variation Margin Requirement.

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**Person:** Any individual, legal entity, corporation, partnership, association, trust, sovereign state, agency or entity as the context admits or requires.

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**Physical Settlement Amount:** In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

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**Physically Settled Cleared Transactions:** This term shall have the meaning set out in the CDS Clearing Supplement.

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<b>Pledge Agreement:</b> The agreement entered into between LCH SA and a Clearing Member having exercised its option to transfer Eligible Collateral to LCH SA through a Belgian law security interest pursuant to <a href="#">Article 3.2.3.2</a> and/or <a href="#">Article 5.2.4.2</a> .	Supprimé: Article 3.2.3.2
	Supprimé: Article 3.2.3.2
	Supprimé: Article 5.2.4.2
	Supprimé: Article 5.2.4.2
<b>Pledged Eligible Collateral:</b> Eligible Collateral which is pledged in accordance with a Pledge Agreement.	Mis en forme
<b>Ported Collateral:</b> In relation to each Client Margin Account of a Defaulting Clearing Member:	Mis en forme
(i) the Client Assets or in respect of the CCM Client Margin Account of a CCM Gross Omnibus Sub-Account Structure, Client Assets, as attributed to that CCM Gross Omnibus Sub-Account Structure in the sole discretion of LCH SA, and/or as the case may be, the liquidation value of such Client Assets, together in an amount equivalent to the CCM Gross Omnibus Sub-Account Balance attributable to that CCM Gross Omnibus Sub-Account Structure; plus	Mis en forme
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(ii) any other payments which would have been payable by LCH SA to the Defaulting Clearing Member in respect of the relevant Client Margin Account, but for the operation of <a href="#">Article 1.2.9.2</a> , provided that the relevant Payment Failure was not attributable to the relevant Client Margin Account.	Mis en forme
	Supprimé: Article 1.2.9.2
	Supprimé: Article 1.2.9.2
	Mis en forme
	Supprimé: Article 6.3.3.1
	Supprimé: Article 6.3.3.1
<b>Porting FCM Cleared Transaction:</b> This term has the meaning set out in <a href="#">Article 6.3.3.1</a> .	Mis en forme
<b>Power of Attorney:</b> Authority validly given by a Person, in accordance with all relevant Applicable Law, to enable another to act in the name of that Person.	Mis en forme
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<b>Price Alignment Interest:</b> The amount calculated by LCH SA in accordance with Section 2 of the Procedures.	Supprimé: Clearnet
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<b>Price Contribution Day:</b> With respect to a Cleared Transaction with a CDS Contractual Currency:	Mis en forme
(a) in Euro: a Clearing Day; or	Mis en forme
(b) in US Dollar: a Clearing Day that is a day on which commercial banks in New York City are open for business.	Mis en forme
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<b>Price Contribution Delegate:</b> In respect of a Clearing Member, an entity that:	Supprimé: Clearnet
(a) is both an Affiliate and a Clearing Member; and	Mis en forme
	Supprimé: Clearing
(b) has been duly approved by LCH SA to act in the place of such Clearing Member, pursuant to the conditions set forth in Section 5 of the Procedures.	Mis en forme
	Supprimé: or
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	Mis en forme
<b>Price Contribution Participant:</b> Each <a href="#">Select</a> Member <a href="#">which has opted for submitting Market Data in accordance with Section 5 of the Procedures or each General Member, or in each case,</a> its Price Contribution Delegate.	Supprimé: Clearnet
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<b>Price Requirement Files:</b> This term shall have the meaning set out in Section 5 of the Procedures.	Supprimé:
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Mis en forme : Anglais (États-Unis)

**Procedures:** One or more documents published and identified as such containing the working practices and administrative or other requirements of LCH SA for the purpose of implementing or supplementing this CDS Clearing Rule Book and the CDS Clearing Supplement, or the procedures for application for and regulation of membership of LCH SA, as amended from time to time.

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

**Product Family:** Each category of CDS in respect of which LCH SA provides CDS Clearing Services and that may be selected by a Select Member in its Product Family Form.

**Product Family Form:** In respect of a Select Member, the form referencing the Product Families that a Select Member intends to clear through LCH SA, as amended from time to time in accordance with Section 5 of the Procedures.

Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

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**Real Time Session:** The period commencing at the Start of Real Time and ending at the End of Real Time in respect of each Clearing Day.

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Mis en forme : Police :+Corps, 11 pt

**Receiving Clearing Member:** A Clearing Member receiving part or all the Cleared Transactions and, as the case may be, associated Client Assets, of a Client from a Carrying Clearing Member, pursuant to TITLE V, Chapter 3 for CCMs and TITLE VI, Chapter 3 for FCM Clearing Members, and in accordance with the Procedures.

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**Recovery Risk Margin:** The amount calculated by LCH SA, in accordance with Section 2 of the Procedures.

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**Reference Entity:** This term shall have the meaning set out in the ISDA Credit Derivatives Definitions.

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**Rejected Transaction:** Any Original Transaction which is submitted to LCH SA but is rejected during the clearing process in accordance with the CDS Clearing Documentation and, therefore, does not become a Cleared Transaction.

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Mis en forme : Police :+Corps, 11 pt

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**Relevant Client Cleared Transaction:** Any Client Cleared Transaction registered in a Client Trade Account of a Defaulting Clearing Member.

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**Representative:** In relation to a Clearing Member, any Person that carries out or is responsible for (or purports to carry out or be responsible for) any of the functions of the Clearing Member, including without limitation any director, partner and/or any duly authorised officer, executive, employee, or agent.

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Mis en forme : Police :+Corps, 11 pt

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**Required Collateral Amount:** The CCM Required Collateral Amount or the FCM Required Collateral Amount, as the context requires.

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Mis en forme : Police :+Corps, 11 pt

**Restructuring:** In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

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**Restructuring Cleared Transaction:** This term shall have the meaning set out in the CDS Clearing Supplement.

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Mis en forme : Anglais (États-Unis)

**Restructuring Matched Pair:** This term has the meaning set out in the CDS Clearing Supplement.

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**Resulting Single Name Cleared Transaction:** This term shall have the meaning set out in the CDS Clearing Supplement.

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**Risk Committee:** A committee installed by the board of directors of LCH SA in order to provide the latter with advice and recommendations on risk management matters. It is composed of representatives of LCH SA, representatives of Clearing Members and representatives of independent third parties. The committee assesses the risks borne by LCH SA and reviews LCH SA risk policies. More generally, it provides advice and recommendations on risk management framework which are ratified either by LCH SA Chief Executive Officer or by the board of directors of LCH SA as set-out in its terms of reference. The composition, frequency and powers of the committee are organised by its terms of reference as modified from time to time.

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

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**Rules Notice:** A notice issued by LCH SA detailing any new, amended or revoked provisions of the CDS Clearing Documentation.

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**Rules Proposal:** A consultation document issued by LCH SA detailing any proposal for a change in the provisions of the CDS Clearing Documentation.

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**Scheduled Membership Termination Date:** The date specified in a Membership Termination Notice as being the date on which Membership Termination occurs.

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**Second Intraday Call:** The Collateral Call performed on each Business Day at the time set out in Section 2 of the Procedures for an amount of collateral determined in accordance with Section 4.2.3 and Section 2 of the Procedures.

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**Securities Settlement Agent:** A third party which is admitted as a participant of a securities settlement system and/or a central securities depository designated by LCH SA and holds a Securities account which a Clearing Member can use to fulfil some or all of its Securities delivery obligations or Margin obligations towards LCH SA or another Clearing Member.

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**Select Member:** A CCM or an FCM Clearing Member that: (a) does not provide CDS Client Clearing Services; and (b) has been admitted by LCH SA as a Select Member in accordance with Section 1 of the Procedures.

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**Self-Referencing Protection Margin:** The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

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**Self Referencing Transaction:** This term shall have the meaning set out in the CDS Clearing Supplement.

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**Settlement Finality Directive:** Directive 98/26/EEC.

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**Settlement Matched Pair:** This term shall have the meaning set out in the CDS Clearing Supplement.

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Mis en forme : Anglais (États-Unis)

**Spread Margin Floor:** An amount representing the minimum level of Spread Margin, calculated in accordance with Section 2 of the Procedures by LCH SA, payable by Clearing Members and notified to Clearing Members generally from time to time.

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

**Start of Real Time (SoRT):** The time as specified in a Clearing Notice.

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**Systems and Operations:** All parts and components of the technical system of a Clearing Member, including hardware and software that is operated and maintained by or on behalf of a Clearing Member to clear Original Transactions together with the procedures that are in place to operate such system, including risk management provisions.

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**TARGET2:** The system known as Trans-European Automated Real-time Gross Settlement Express Transfer 2.

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**TARGET2 Account:** An account held by a TARGET2 participant in TARGET2 payment module with a Eurosystem Central Bank which is necessary for such TARGET2 participant to:

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(a) submit payment orders or receive payments via TARGET2; and

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(b) settle such payments with such Eurosystem Central Bank.

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**Termination Amounts:** The House Termination Amount, or the Global House Termination Amount as applicable, and the Client Termination Amount(s) as the case may be.

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**Termination Date:** For the purpose of TITLE I, Chapter 3, the date (being a Clearing Day not earlier than the Clearing Day on which the relevant notice is effective) upon which the Cleared Transactions in each Trade Account of a Clearing Member will be terminated and liquidated in accordance with Article 1.3.1.3 to Article 1.3.1.12.

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**TIW:** The Trade Information Warehouse operated by DTCC.

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Supprimé: Article 1.3.1.12

**TIW Participant:** Any Person that is a direct participant in the TIW.

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**Total Client Margin Requirement:** The sum of all Client Margin Requirements of a Clearing Member.

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**Total Client Margin Shortfall:** With respect to a Clearing Member, an amount equal to the aggregate of the Client Margin Shortfalls of such Clearing Member.

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**Total Client Variation Margin Requirement:** In respect of a Clearing Member, an amount equal to the aggregate of the Client Variation Margin Requirements of such Clearing Member.

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**Total Non Bidder Fraction:** This term shall have the meaning set out in the CDS Default Management Process.

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**Trade Account:** A House Trade Account and/or a Client Trade Account.

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**Transaction Data:** This term shall have the meaning set out in the CDS Clearing Supplement.

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Supprimé: 14 April

**US Dollar:** The United States Dollar.

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	Mis en forme
<b>Variation Margin:</b> The amount calculated by LCH SA in accordance with Section 2 of the Procedures and including, where relevant, the Price Alignment Interest.	Supprimé: .Clearnet
	Mis en forme
<b>Variation Margin Requirement:</b> The House Variation Margin Requirement or the Client Variation Margin Requirement in respect of any Client Margin Account, as applicable.	Mis en forme
	Mis en forme
<b>Website:</b> <a href="http://www.lchclearnet.com">www.lchclearnet.com</a> .	Mis en forme
	Mis en forme
<b>Weekly Backloading Cycle:</b> The process operated by LCH SA, in accordance with Section 3.1.1, pursuant to which Weekly Backloading Transactions are submitted for clearing.	Supprimé: .Clearnet
	Mis en forme
<b>Weekly Backloading Start Day:</b> Each Monday which is a Business Day or any other day as may be determined by LCH SA in accordance with <a href="#">Article 3.1.1.10</a> .	Supprimé: Article 3.1.1.10
	Mis en forme
<b>Weekly Backloading Novation Day:</b> Each Thursday which is a Business Day or any other day as may be determined by LCH SA in accordance with <a href="#">Article 3.1.1.10</a> .	Supprimé: Article 3.1.1.10
	Mis en forme
<b>Weekly Backloading Transaction:</b> An existing CDS:	Mis en forme
(a) which has two House Trade Legs; and	Supprimé: .Clearnet
(b) whose Transaction Data is contained in the Gold Records File.	Mis en forme
	Supprimé: Article 3.1.1.10
	Supprimé: Article 3.1.1.10
<b>Winding Down Event:</b> A decision which:	Mis en forme
(a) is made by the <i>Autorité de Contrôle Prudentiel et de Résolution</i> and is final; or	Mis en forme
(b) is made by a court of competent jurisdiction which is final and cannot be appealed (or, to the extent it could be appealed, there are reasonable grounds for concluding that such appeal would have no reasonable chance of success);	Mis en forme
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which prevents LCH SA from providing the CDS Clearing Service to all, or substantially all Clearing Members.	Mis en forme
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<b>Wrong Way Risk Margin:</b> The amount calculated by LCH SA, in accordance with Section 2 of the Procedures.	Mis en forme
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<b>Section 1.1.2 Incorporation of defined terms</b>	Mis en forme
<b>Article 1.1.2.1</b>	Mis en forme
The capitalised terms listed in this CDS Clearing Rule Book as having the meaning set out in the CDS Clearing Supplement, the ISDA Credit Derivatives Definitions, an Index Cleared Transaction Confirmation, a Single Name Cleared Transaction Confirmation, or the CDS Dispute Resolution Protocol shall be interpreted in accordance with the governing law of the CDS Clearing Supplement or the CDS Dispute Resolution Protocol, as the case may be.	Mis en forme
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<b>Article 1.1.2.2</b>	Supprimé:
Capitalised terms which are used in the CDS Clearing Documentation and not otherwise defined in this CDS Clearing Rule Book shall have the meanings given in the document in which such	Mis en forme
	Supprimé: 14 April
	Mis en forme

Mis en forme : Anglais (États-Unis)

terms are defined and shall be interpreted in accordance with the governing law of that document. Any Clearing Notice will be interpreted in accordance with the law of the relevant CDS Clearing Document to which it relates.

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### Section 1.1.3 Interpretation and references

Mis en forme : Police :+Corps, Couleur de police : Automatique

#### Article 1.1.3.1

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References to any law, regulation or directive in the CDS Clearing Documentation shall include any notice, order, guidance, example or subordinate legislation made from time to time under such law, regulation or directive.

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

Mis en forme : Police :+Corps, 11 pt

#### Article 1.1.3.2

References to any law, regulation or directive in the CDS Clearing Documentation shall be construed as references to such law, regulation or directive as in force from time to time and, insofar as liability may arise thereunder, shall include such past law, regulation or directive which was applicable at the time of the relevant act or omission.

Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

Mis en forme : Police :+Corps, 11 pt

#### Article 1.1.3.3

Where reference is made in the CDS Clearing Documentation to a TITLE, Chapter, Section or Article, such reference is to a TITLE, Chapter, Section or Article of this CDS Clearing Rule Book unless otherwise indicated. Appendices to this CDS Clearing Rule Book form part of this CDS Clearing Rule Book.

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

#### Article 1.1.3.4

Chapter or Section headings in the CDS Clearing Documentation are for ease of reference only; they are not part of the content of the relevant Chapter or Section and shall not in any way affect the interpretation thereof.

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Mis en forme : Police :+Corps, 11 pt, Couleur de police : Automatique

#### Article 1.1.3.5

This CDS Clearing Rule Book and the CDS Clearing Supplement shall be implemented and supplemented by Procedures and interpreted by reference to Clearing Notices. The Procedures shall take effect and shall be binding on Clearing Members as if they formed part of this CDS Clearing Rule Book or the CDS Clearing Supplement, if applicable, subject to [Article 1.1.3.8](#) below.

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#### Article 1.1.3.6

Words importing the singular shall, where the context permits, include the plural and vice versa.

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#### Article 1.1.3.7

Reference to writing contained in the CDS Clearing Documentation shall include typing, printing, lithography, photography or any other mode of representing or reproducing words in the visual form.

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Mis en forme : Anglais (États-Unis)

#### Article 1.1.3.8

The CDS Clearing Documentation shall be drawn up in English. Different language versions or translations of the CDS Clearing Documentation may be issued for information purposes. In the event of inconsistency between different language versions or translations of the CDS Clearing Documentation, the English language version of the CDS Clearing Documentation shall prevail over any other language versions or translations.

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Mis en forme : Police :+Corps, 11 pt

To the extent of any conflict between (i) any definition or provision contained in Appendix 1 of this CDS Clearing Rule Book; (ii) the remainder of this CDS Clearing Rule Book; (iii) the CDS Admission Agreement; (iv) the Pledge Agreement; (v) the CDS Clearing Supplement; (vi) an Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation (as applicable); (vii) the Procedures; or (viii) any Clearing Notices, the first referenced document shall prevail, except with respect to any conflict arising from this CDS Clearing Rule Book being governed by French law and the CDS Clearing Supplement being governed by English law in relation to determining the existence and/or amount of any payment and delivery obligations under any Cleared Transactions, in respect of which the CDS Clearing Supplement, the Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation, as applicable, shall prevail to the extent permitted by law.

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#### Article 1.1.3.9

The "CDS Buyer" and "CDS Seller" within the meaning of the CDS Clearing Documentation shall not be construed as being, respectively, a buyer or a seller under a sale contract within the meaning of article 1582 of the French Civil Code.

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Mis en forme : Police :+Corps, 11 pt, Anglais (États-Unis)



**Article 1.2.2.4**

Other than in respect of any matter which is a Specific Matter, for which [Article 1.2.2.7](#) shall apply, LCH SA may issue a Rules Notice without having issued a Rules Proposal or provided 14 days for Clearing Members to respond in accordance with [Article 1.2.2.2](#) in the following circumstances:

- (a) the proposed modification is of a limited, technical nature or relates to minor, administrative provisions and, in each case, LCH SA reasonably considers that prior consultation of Clearing Members in accordance with [Article 1.2.2.2](#) is not appropriate;
- (b) the proposed modification is required, necessary or desirable (whether in accordance with the legal advice received by LCH SA or otherwise) to ensure that LCH SA:
  - (a) complies with Applicable Law, accounting standards or the requirements or recommendations of any Governmental Authority or ~~any of its Competent Authorities~~; or
  - (b) maintains its status as a clearing house within the meaning of Article L. 440-1 of the French Monetary and Financial Code or any other legal or regulatory status it has under any other Applicable Law;
  - (c) properly manages any risks to LCH SA arising out of what LCH SA reasonably considers to be Extreme Market Developments;

provided that no modifications shall be made under sub-paragraphs (a) or (b) above without issuing a Rules Proposal and providing 14 days for Clearing Members to respond unless it is impractical for LCH SA to do so or LCH SA acting reasonably and in good faith considers it not to be necessary; and provided that no modifications shall be made under sub-paragraph (c) above without LCH SA having first convened an emergency meeting of the Risk Committee (which shall constitute the appropriate forum for the purposes of [Article 1.2.2.2](#)) on whatever notice period LCH SA is able to give and LCH SA's having regard to any advice of the Risk Committee before making any such modifications.

Notwithstanding its rights set out in this [Article 1.2.2.4\(b\)\(c\)](#), LCH SA shall deal with an Event occurring in respect of a Clearing Member in accordance with its rights set out in [Section 2.4.1](#) and [Section 4.3.1](#) and shall deal with an Event of Default being declared in respect of a Clearing Member in accordance with [Section 4.3.2](#) and [Section 4.3.3](#). The occurrence of an Event, the declaration of an Event of Default or the due implementation of the CDS Default Management Process shall not constitute Extreme Market Developments.

**Article 1.2.2.5**

Where LCH SA issues a Rules Notice in the circumstances described in [Article 1.2.2.4\(a\)](#) or [\(b\)](#), the Rules Notice shall come into effect on the expiry of such period of notice as is set out in such Rules Notice and LCH SA shall not be bound by the minimum period set out in [Article 1.2.2.3](#),

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subject that such Rules Notice shall come into effect no earlier than 180 calendar days from the date of its publication. Notwithstanding the foregoing, LCH SA shall be permitted to shorten the 30 calendar day and/or the 180 calendar day period if at least 50% of Clearing Members by number and 75% by contributions to the CDS Default Fund as at the date of its last calculation pursuant to [Article 4.4.1.5](#) and [Article 4.4.1.6](#) agree in writing to LCH SA.

Notwithstanding the foregoing, this [Article 1.2.2.7](#) shall not apply in respect of any Rules Proposal and Rules Notice issued in order solely to implement a binding direction issued to LCH SA by [any of its Competent Authorities](#).

#### Article 1.2.2.8

LCH SA may issue from time to time a Clearing Notice in accordance with this CDS Clearing Rule Book, the CDS Clearing Supplement or the Procedures. LCH SA may amend or revoke any previous Clearing Notice by means of a Clearing Notice. Except in cases where LCH SA considers a modification to guidance to be urgent (where modification may take immediate effect), a Clearing Notice shall take effect two Clearing Days after its publication.

#### Article 1.2.2.9

Clearing Notices may not be used to issue new, or amend or revoke any existing, principles, rights or obligations as set out in the CDS Clearing Rules or any Cleared Transaction. For the avoidance of doubt, Clearing Notices shall not be notices contemplated by or to be given under the terms of Cleared Transactions pursuant to the CDS Clearing Supplement and shall not be subject to Section 1.10 (Requirements Regarding Notices) of the 2003 ISDA Credit Derivatives Definitions or Section 1.38 (Requirements Regarding Notices) of the 2014 ISDA Credit Derivatives Definitions, as applicable.

#### Article 1.2.2.10

The terms of reference of the Risk Committee will be set by the board of directors of LCH SA, and any decision to change thereto will be subject to prior consultation with the Risk Committee. Such changes will be notified in advance to the Clearing Members and made by the board of directors of LCH SA.

#### Article 1.2.2.11

LCH SA may, in consultation with the Risk Committee and such other appropriate legal, operational and other forums established by LCH SA, modify this CDS Clearing Rule Book, the CDS Clearing Supplement and/or the Procedures in accordance with any relevant CDS industry sponsored protocol or other industry sponsored protocol (or, in each case, other multilateral agreement process) to which, as at 17.00 on the originally scheduled closing date of such protocol or other multilateral agreement process, at least 50% of Clearing Members by number and 50% by contribution to the CDS Default Fund as at the date of its last recalculation pursuant to [Article 4.4.1.5](#) and [Article 4.4.1.6](#) agree to adhere, with such modification to be applicable to all existing

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or future Cleared Transactions of the relevant CDS Type as set forth in such protocol or multilateral agreement process or resolution.

**Article 1.2.2.12**

In relation to any proposed modification in accordance with [Article 1.2.2.4](#), LCH SA shall, following consultation with the appropriate legal, risk, operational and/or other forums established by LCH SA in relation to such proposed modification, determine whether such proposed modification will have an MTM Change on any existing Cleared Transaction that will be affected by any such proposed modification and any amount that shall be payable to a Clearing Member by LCH SA or from a Clearing Member to LCH SA to reflect such MTM Change. LCH SA shall, following any determination of an MTM Change in respect of a Cleared Transaction and any payment due in respect thereof, promptly notify each relevant Clearing Member of the same and the date on which such amount shall be due and payable by LCH SA or the Clearing Member as applicable.

**Section 1.2.3 Publication**

**Article 1.2.3.1**

LCH SA shall ensure that the CDS Clearing Documentation is kept updated and that all such documents and each Clearing Notice, each Rules Proposal and each Rules Notice and all other decisions of general application to the Clearing Members and/or any relevant decisions in relation to the CDS Clearing Service provided by LCH SA to Clearing Members are posted on its Website and notified to Clearing Members individually in accordance with the CDS Admission Agreement, as appropriate.

**Article 1.2.3.2**

Whenever any Rules Notice is issued in relation to the CDS Clearing Service provided by LCH SA to Clearing Members, LCH SA shall ensure that the relevant CDS Clearing Documents are updated as soon as reasonably possible to reflect the modifications contained in the Rules Notice and shall post such updated document on the Website.

**Article 1.2.3.3**

LCH SA shall additionally update the Procedures periodically to incorporate guidance issued by way of Clearing Notice in relation to the CDS Clearing Service provided by LCH SA to Clearing Members, pursuant to [Article 1.2.2.8](#), and shall post such updated Procedures on the Website.

**Section 1.2.4 Extension or waiver**

**Article 1.2.4.1**

The time fixed by the CDS Clearing Documentation for the doing of any acts by a Clearing Member in relation to LCH SA may be extended or waived by LCH SA in its discretion whenever it considers that an extension or waiver is necessary or in the best interests of the CDS Clearing Service.

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**Article 1.2.4.2**

Any waiver of any right or consent given by LCH SA under the CDS Clearing Documentation is only effective if it is given in writing. Any such waiver or consent shall only apply to the circumstances for which it was given and shall not prevent LCH SA from subsequently relying upon the relevant provision in another circumstance. No delay or failure by LCH SA to exercise its rights or pursue any of its remedies under the CDS Clearing Documentation shall constitute a waiver.

**Section 1.2.5 Notices - Communications**

**Article 1.2.5.1**

Unless stated otherwise in the relevant sections of the CDS Clearing Documentation, LCH SA shall deliver any notice, order or communication which is required to be given to Clearing Members pursuant to the CDS Clearing Documentation by hand, post, courier, electronic transmission, email, facsimile or telephone to the address, email address, facsimile number or telephone number specified by a Clearing Member in the CDS Admission Agreement, as updated from time to time, except that a copy of any Default Notice delivered pursuant to [Article 4.3.1.3](#), Final Settlement Notice delivered pursuant to [Article 4.3.3.4](#) and/or Membership Termination Notice delivered pursuant to [Article 2.4.2.2](#) must additionally be delivered to a Clearing Member by hand, post or courier.

**Article 1.2.5.2**

Upon the occurrence of an Event of Default in respect of a Clearing Member, LCH SA shall rely on the latest information received by LCH SA from the relevant Defaulting Clearing Member on its Client(s) in order to contact the relevant Client(s) or for the purposes of any payment to the relevant Clients(s).

**Article 1.2.5.3**

Clearing Members shall deliver, provide, serve on or file with LCH SA any notice, document, communication, filing or form that is required pursuant to the CDS Clearing Documentation in writing unless otherwise specified in the CDS Clearing Documentation.

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#### Article 1.2.5.4

With the exception of modifications made under [Section 1.2.2](#) (which will become effective on the date stated therein), and unless stated otherwise in the relevant sections of the CDS Clearing Documentation, any notice (including but not limited to any Default Notice, Clearing Notice, Rules Notice, and excluding any notice relating to Margin), document (including but not limited to any Rules Proposal), communication, filing or form, provided by LCH SA or a Clearing Member will, unless otherwise specified in the CDS Clearing Rules, only be effectively served, filed, made or provided:

- (a) if sent by post, on the third Business Day (or tenth Business Day in the case of airmail) after the day on which it was posted, with full postage paid and in a correctly addressed envelope;
- (b) if delivered by hand or by courier, at the time of delivery or, if not delivered prior to 17.00 on a Business Day, on the following Business Day; and
- (c) if delivered by facsimile or electronic transmission or published on the Website, on the Business Day of transmission or publication where such transmission or publication occurs prior to 16.00 or, where transmission or publication occurs after 16.00, on the following Business Day.

#### Article 1.2.5.5

LCH SA is entitled to act upon notice, order or communication appearing to have been issued by, or have come from, a Clearing Member or, pursuant to Clause 4.3 of the CDS Client Clearing DMP, a Client. These will be accepted by LCH SA as genuine, even if, for example, they are later found:

- (a) to be inaccurate, whether in whole or in part; or
- (b) not to have been given by the Clearing Member or a Client, as appropriate; or
- (c) not to have been given with the authority of the Clearing Member or a Client, as appropriate.

#### Section 1.2.6 Fees

##### Article 1.2.6.1

The fees payable by Clearing Members to LCH SA shall be published from time to time by LCH SA on the Website.

##### Article 1.2.6.2

Each Clearing Member shall pay to LCH SA such fees when due and payable and in such manner as is required by LCH SA.

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## Section 1.2.7 Currency

### Article 1.2.7.1

Subject to [Article 1.2.7.4](#), if at any time a currency is substituted by another currency pursuant to existing or new legislation, the obligations of Clearing Members arising under the CDS Clearing Documentation shall take place in the substitute currency as from the effective date of such replacement providing that such substitute currency is an Eligible Currency.

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### Article 1.2.7.2

If substitution of a specific currency involves a period of transition, clearing by Clearing Members during this period of transition will take place in the currency as specified by LCH SA in a Rules Notice.

### Article 1.2.7.3

If necessary, LCH SA shall establish the rate for converting the replaced currency to the substitute currency as well as the applicable rounding rules in accordance with the Procedures, subject to Applicable Law.

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### Article 1.2.7.4

If at any time the currency in which Clearing Members are required to make Cash Payments is succeeded or substituted by another currency pursuant to existing or new legislation, LCH SA shall be required to consult with Clearing Members, in accordance with [Article 1.2.2.2](#), prior to issuing a Rules Notice which revises the currency in which such Cash Payment obligations are required to be performed.

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### Article 1.2.7.5

Subject to [Article 1.2.7.1](#) to [Article 1.2.7.4](#) above, and to the extent permitted by Applicable Law, if any judgment or order expressed in a currency other than the CDS Contractual Currency is rendered:

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- (a) for the payment of any amount owing in respect of any Cleared Transaction;
- (b) for the payment of any amount relating to any early termination in respect of such Cleared Transaction; or
- (c) in respect of a judgment or order of another court for the payment of any amount described in sub-paragraph (i) or (ii) above,

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the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the CDS Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the CDS Contractual Currency received by such party as a consequence of sums paid in

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reasonable currency conversion rates where necessary) for so long as the Payment Failure continues.

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The scope of the obligations that LCH SA undertakes to perform as counterparty to the relevant Clearing Members with respect to Cleared Transactions and as detailed in the relevant provisions of the CDS Clearing Documentation after registration in accordance with this CDS Clearing Rule Book has occurred include, without limitation:

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(a) the payment of the Variation Margin to the relevant Clearing Member;

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(b) the payment of the Price Alignment Interest to the Clearing Member;

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(c) the payment of the Initial Payment Amount, if any, to the relevant Clearing Member;

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(d) the payment of Fixed Amounts to the CDS Seller; and

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(e) following a Credit Event, and in accordance with the CDS Clearing Supplement:

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(a) when Auction Settlement applies, the payment of the Auction Settlement Amount to the CDS Buyer;

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(b) when Physical Settlement applies, the payment to the CDS Buyer of the Physical Settlement Amount; and

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(c) where the Partial Cash Settlement Terms apply pursuant to the Cleared Transaction, the payment of the Cash Settlement Amount to the CDS Buyer.

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These obligations of LCH SA to each Clearing Member shall be determined after giving effect to netting as set out in Section 3 of the Procedures.

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### Section 1.2.10 Liability

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#### Article 1.2.10.1

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Subject to Article 1.2.10.2, Article 1.2.10.3 and Article 1.2.10.5, below, a Clearing Member shall be liable for any direct Damage incurred or suffered by LCH SA as a consequence of such Clearing Member's breach of any of its obligations under the CDS Clearing Documentation or the terms of a Cleared Transaction.

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#### Article 1.2.10.2

A Clearing Member will not be held liable for any special, indirect or consequential Damage, including loss of custom, profit or revenues, or any Damage which results from abnormal or fraudulent use of the CDS Clearing System by third parties, or for any Damage resulting from acts or omissions of third parties, other than members of its Financial Group.

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**Article 1.2.10.3**

Unless expressly stated otherwise in the CDS Clearing Documentation, LCH SA will under no circumstances be liable for any Damage, including that arising out of or in connection with any of the following:

- (a) in respect of a claim for Damages by a Clearing Member or a Client, following a total or partial failure by such Clearing Member to perform or comply with the CDS Clearing Documentation;
- (b) any act or omission of a Clearing Member or other third party, including, without limitation, in the circumstances set out in (ix) or (xviii) below;
- (c) any agreement or arrangement that a Clearing Member has entered into with a third party in connection with its activities under the CDS Clearing Documentation (including, without limitation, the CDS Client Clearing Agreement and any agreement or arrangement referred to in [Section 2.2.7](#));
- (d) any suspension, restriction or closure of LCH SA or its services, where required of LCH SA pursuant to Applicable Law, whether for a temporary period or otherwise;
- (e) reliance by LCH SA on any data provided to it by a Clearing Member or as may otherwise be provided to it in accordance with this CDS Clearing Rule Book, including the End of Day Contributed Prices;
- (f) excepting any dispute arising under the CDS Dispute Resolution Protocol which may relate to whether an Original Transaction has been novated pursuant to this CDS Clearing Rule Book, any dispute arising from or in relation to any Original Transaction; including, but not limited to, any dispute as to the validity or otherwise of the Original Transaction, the terms of the Original Transaction or whether any alleged agreement or arrangement constitutes an Original Transaction;
- (g) any failure to pre-register, or the improper pre-registration of, positions in the CDS Clearing System corresponding to an Original Transaction eligible for clearing by LCH SA because of a third party's fault or a Force Majeure Event affecting LCH SA;
- (h) registration of Cleared Transactions in a Clearing Member's Trade Account and/or allocation of such Cleared Transactions in a Clearing Member's Margin Account where it does so on the basis of the Original Transaction Data with respect to the relevant Original Transaction;
- (i) the quality, fitness for purpose, completeness or accuracy of End of Day Contributed Prices or composite prices/spreads;
- (j) in respect of a claim for Damages by a Defaulting Clearing Member, any decision by LCH SA to proceed with a liquidation of its Cleared Transactions or the taking of any other

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action pursuant to [Article 4.3.2.3](#) or the CDS Default Management Process (including, for the avoidance of doubt, the CDS Client Clearing DMP);

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(k) the exercise, or failure to exercise, by LCH SA of any discretion or right conferred upon it by the CDS Clearing Documentation, including any actions taken or omitted to be taken in relation to the application of LCH SA's rights following the declaration of an Event of Default in respect of a Clearing Member;

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(l) any statement, representation or warranty by LCH SA or any of its officers or representatives other than as expressly set out in the CDS Clearing Documentation or the CDS Admission Agreement;

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(m) any special, indirect or consequential Damage, including loss of custom, profit or revenues;

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(n) rejection of any application to become a Clearing Member;

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(o) the effectiveness, efficiency, performance or any other aspect of the services provided by any Approved Trade Source System or the timeliness or otherwise of the delivery of any Original Transaction details by that Approved Trade Source System to LCH SA;

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(p) any error within or corruption of any data sent by an Approved Trade Source System directly or indirectly to LCH SA or to a Clearing Member or any delay in or failure of the transmission of such data to LCH SA;

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(q) the registration of a Cleared Transaction on the basis of incorrect or corrupted data sent to it by an Approved Trade Source System;

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(r) any decision of any ISDA Credit Derivatives Determinations Committee or any failure of any such committee to take any decision;

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(s) any breach by a Clearing Member of its obligations, under any Applicable Law or otherwise resulting from the CDS Clearing Services, vis-à-vis its Clients, Affiliates or LCH SA (including, without limitation, in the case of an FCM Clearing Member, any breach of its obligations under the FCM CDS Clearing Regulations regarding segregation or any agreement or arrangement to which it is a party);

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(t) any action or inaction on the part of any Clearing Member or third party which would prevent, impair, limit, restrict or delay the transfer or porting of Cleared Transactions or the conditions under which Cleared Transactions may be or are transferred or ported (whether in the context of an Event of Default or otherwise); or

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(u) any default of an FCM Client (or, if permitted pursuant to [Article 6.1.1.1](#), an Affiliate), including, without limitation, a breach by an FCM Client (or such Affiliate) of its obligations under any Applicable Law, FCM Cleared Transaction or CDS Client Clearing Agreement.

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(f) if LCH SA was obliged to issue a Clearing Notice pursuant to [Article 1.2.11.2\(ii\)](#) above, it shall issue a further Clearing Notice to all Clearing Members as soon as its ability to perform is no longer affected by the Force Majeure Event.

## Section 1.2.12 Confidentiality

### Article 1.2.12.1

LCH SA shall hold all information concerning past or current activities of a Clearing Member (including, but not limited to, information concerning:

- (a) the Cleared Transactions registered in its Trade Account(s);
- (b) the Open Positions registered in its Margin Account(s);
- (c) the positions pre-registered in its Account Structure;
- (d) its Margin Requirement;
- (e) the level of Excess Collateral maintained by such Clearing Member in respect of any of its Margin Accounts;
- (f) the level of Collateral maintained by such Clearing Member in its Buffer Collateral Account;
- (g) the Collateral transferred to LCH SA by such Clearing Member;
- (h) deliveries and payments made by or to such Clearing Member; and
- (i) any financial statements and other documents filed with LCH SA by such Clearing Member;

in a confidential manner and shall not make such confidential information known to any other person, save to the extent permitted by [Article 1.2.12.2](#) to [Article 1.2.12.5](#) below.

### Article 1.2.12.2

LCH SA may, in accordance with the provisions of Article L. 632-17 of the French Monetary and Financial Code, when applicable, disclose any information referred to in [Article 1.2.12.1](#) above:

- (a) with the written consent of the relevant Clearing Member;
- (b) to any person to whom, at such times and in such manner as, LCH SA is required or formally requested to disclose information pursuant to an order of a competent court, or by or on behalf of any relevant **Competent Authority** with respect to LCH SA and/or the relevant Clearing Member, Client or Affiliate;
- (c) to an Approved Trade Source System or the TIW, to the extent that such disclosure is necessary for the proper performance by LCH SA or the relevant Clearing Member of its obligations under the CDS Clearing Documentation;

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- (d) as expressly permitted by the CDS Clearing Documentation, including, without limitation, to one or several Clearing Members, to the extent that such disclosure is necessary for the proper management of an Event of Default or of an LCH Default and the implementation by LCH SA and Clearing Members of physical settlement of the Cleared Transactions, and the information thus disclosed by LCH SA shall be treated as confidential information by the receiving Clearing Members and shall not be made known to any other person nor used for any purpose other than that for which it has been disclosed by LCH SA;
- (e) to other clearing houses, to which the relevant Clearing Member is admitted as a member for the purpose of clearing CDS, in connection with the occurrence of an Event or an Event of Default in respect of such Clearing Member; or
- (f) to any other person (with the exception of ratings agencies including but not limited to Moody's, Standard and Poor's and Fitch) to whom LCH SA is authorised to disclose such information pursuant to and in accordance with the provisions of Articles L. 511-33 and L. 511-34 of the French Monetary and Financial Code.

**Article 1.2.12.3**

LCH SA shall disclose to a Clearing Member, on request, details of the Competent Authority(ies) to whom it may disclose information, referred to in [Article 1.2.12.1](#), pursuant to [Article 1.2.12.2\(b\)](#).

**Article 1.2.12.4**

Where LCH SA is required or requested to disclose information referred to in [Article 1.2.12.1](#) above in the circumstance described in [Article 1.2.12.2\(b\)](#), the relevant Competent Authorities will also be promptly informed of such disclosure.

**Article 1.2.12.5**

LCH SA may disclose any information referred to in [Article 1.2.12.1](#) above to LCH.Clearnet Group Limited, LCH.Clearnet Limited or LCH.Clearnet LLC, provided such recipient is bound by equivalent obligations of confidentiality regarding this information as those set out in this [Section 1.2.12](#). Any such disclosure permitted under this [Article 1.2.12.5](#) is limited to disclosure which allows LCH SA to perform its obligations under the CDS Clearing Documentation or for risk management purposes and no information is to be released for the commercial benefit of LCH.Clearnet Group Limited, LCH.Clearnet Limited, LCH.Clearnet LLC or any other Person.

**Article 1.2.12.6**

For the avoidance of doubt, nothing in this [Section 1.2.12](#) shall prevent a Clearing Member from disclosing any information provided to LCH SA to Competent Authority(ies) or other third parties where required by Applicable Law.

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## Section 1.2.14 Governing law

### Article 1.2.14.1

The CDS Clearing Rules and the CDS Admission Agreement shall be governed by and construed in accordance with French substantive law unless explicitly stated otherwise.

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### Article 1.2.14.2

The CDS Clearing Supplement, the ISDA Credit Derivatives Definitions, any Cleared Transactions (and any related definitions or Clearing Notices issued in respect of the CDS Clearing Supplement, the ISDA Credit Derivatives Definitions or any Cleared Transactions) shall be governed by and construed in accordance with English substantive law.

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### Article 1.2.14.3

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### Article 1.2.14.4

The FCM CDS Clearing Regulations (and any related definitions or Clearing Notices issued in respect of the FCM CDS Clearing Regulations), shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of laws principles, and the laws of the United States of America, in accordance with the terms of the FCM CDS Clearing Regulations.

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### Article 1.2.14.5

Any non-contractual obligations (within the meaning of Regulation (EC) no. 864/2007 as may be amended from time to time) arising out of, relating to, or having any connection with the CDS Clearing Documentation, or any Cleared Transaction, shall be governed by and construed in accordance with either: (i) French, substantive law; (ii) English substantive law; (iii) Belgian substantive law; or (iv) the substantive law of the State of New York and the federal laws of the United States of America, as determined by this [Article 1.2.14.5](#). Such non-contractual obligations shall be governed by and construed in accordance with:

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(a) French law, where the non-contractual obligation is more closely connected to the CDS Clearing Rules (save the CDS Dispute Resolution Protocol) or the CDS Admission Agreement; or

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(b) English law, where the non-contractual obligation is more closely connected to the CDS Clearing Supplement, the ISDA Credit Derivatives Definitions, the CDS Dispute Resolution Protocol and/or any Cleared Transactions (and/or to any related definitions or Clearing Notices issued in respect of the CDS Clearing Supplement, the ISDA Credit Derivatives Definitions, the CDS Dispute Resolution Protocol or any Cleared Transactions); or

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deduction or withholding is required or receiving notice that such amount has been assessed against Y;

(c) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities.

For the purpose of the CDS Clearing Documentation and Cleared Transactions, "Tax" shall mean any present or future tax, levy, impost, duty, charge, assessment, or fee of any nature (including interest, penalties, and additions thereto) that is imposed by any government or other taxing authority.

#### Article 1.2.17.2

In the event that any payment made by a Clearing Member to LCH SA under the CDS Clearing Documentation or any Cleared Transaction is subject to deduction or withholding (either at the time of such payment or in the future) for or on account of any Tax (other than a Tax that would not have been imposed in respect of such payment but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and LCH SA), then the Clearing Member shall pay to LCH SA an amount (such amount, together with any additional amount paid pursuant to [Article 1.2.17.7](#), the "Additional Amount"), in addition to the payment to which LCH SA is otherwise entitled under the CDS Clearing Documentation or any Cleared Transaction, necessary to ensure that the net amount actually received by LCH SA (free and clear of any such deduction or withholding for or on account of any such Tax, whether assessed against the Clearing Member or LCH SA), will equal the full amount LCH SA would have received in the absence of any such deduction or withholding.

However, a Clearing Member will not be required to pay any Additional Amount to LCH SA under this [Article 1.2.17.2](#) to the extent that it would not be required to be paid but for (i) the failure by LCH SA to provide to the Clearing Member such forms and documents as required under [Article 1.2.17.5](#) or the CDS Admission Agreement, provided that this clause (i) shall apply only if (A) the relevant Clearing Member has notified LCH SA in writing of such failure and (B) LCH SA has failed to provide such forms or documents within five Business Days after the receipt of such notice; or (ii) the failure of a tax representation made by LCH SA pursuant to the CDS Admission Agreement between LCH SA and the Clearing Member to be accurate and true (unless the failure under this clause (ii) would not have occurred but for (A) any action taken by a taxing authority, or brought in a court of competent jurisdiction (regardless of whether such action is taken or brought with respect to a party to the relevant CDS Admission Agreement) or (B) a Change in Tax Law, that in each case occurs after LCH SA and the Clearing Member enter into the relevant CDS Admission Agreement (or, if applicable, the date that LCH SA and the Clearing Member amend such CDS Admission Agreement to account for such Change in Tax Law)) or a failure by LCH SA to provide the representations that it is obligated to provide pursuant to [Article 1.2.17.10](#) below.

In the event that the failure under clause (ii) of the preceding paragraph would not have occurred but for the reasons described under sub-clause (A) or (B) thereof, LCH SA shall use commercially

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#### Article 1.2.17.9

Clearing Members shall not have any termination or other special rights in respect of Cleared Transactions as a result of the occurrence of adverse Tax consequences, whether relating to a Change in Tax Law or otherwise, it being understood that Clearing Members may, in accordance with the CDS Clearing Documentation, submit for clearing Original Transactions that, if accepted, would offset its Cleared Transaction. If so requested by a Clearing Member for the purpose of reducing adverse Tax consequences to such Clearing Member, LCH SA shall use reasonable efforts to expeditiously review an application for status as a Clearing Member submitted by an Affiliate of such requesting Clearing Member.

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#### Article 1.2.17.10

LCH SA shall provide such representations and documentation as are required and requested by each Clearing Member such that each Clearing Member can make payments to LCH SA without deduction or withholding being applicable.

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## CHAPTER 3 - LCH DEFAULT

### Section 1.3.1

#### Article 1.3.1.1

Any of the following events shall, on the service of notice in accordance with [Article 1.3.1.2](#), constitute an LCH Default:

- (a) LCH SA has failed to make a payment, or to redeliver Eligible Collateral when such payment or redelivery is due and payable in accordance with the CDS Clearing Documentation, to a Clearing Member (other than to a Defaulting Clearing Member or in accordance with the first paragraph of [Article 1.2.9.2](#)) under any Cleared Transaction and such failure has not been cured by 17.00 on the third Business Day after the date on which notice of such failure is given by the Clearing Member to LCH SA;
- (b) LCH SA notifies the Clearing Members stating that it is unable to pay the aggregate amount of the Margin Repayment Amounts or redeliver all relevant Pledged Eligible Collateral pursuant to Clause 8.6 of the CDS Default Management Process or fails to pay an LCH Repayment Amount when due by LCH SA to a Clearing Member in full pursuant to Clause 8.7 of the CDS Default Management Process (other than by operation of Clause 7.8 of the CDS Default Management Process); or
- (c) LCH SA becomes subject to LCH Insolvency Proceedings.

In the event LCH SA becomes subject to LCH Insolvency Proceedings, LCH SA shall as soon as reasonably practicable, and no later than 23.59 on the Business Day on which the LCH Insolvency Proceedings commence (or, if such day is not a Business Day, no later than 23.59 on the first Business Day following the day on which the LCH Insolvency Proceedings commence), post a notice on the Website informing all Clearing Members of such circumstance. A failure to provide such notice shall not prohibit an Affected Clearing Member from posting the notice specified in [Article 1.3.1.2](#).

Copies of any notices provided under [Article 1.3.1.1\(a\)](#) or (ii) shall be provided by LCH SA to the *Autorité de Contrôle Prudentiel et de Résolution*.

#### Article 1.3.1.2

In the event of any of the circumstances set out in [Article 1.3.1.1](#) occurring, the Affected Clearing Member may provide LCH SA in writing with a notice, specifying the occurrence of an LCH Default. In the circumstance set out in [Article 1.3.1.1\(a\)](#) and (ii), such notice shall only be valid if given within 10 Clearing Days of the occurrence of the relevant event and the failure to pay or redeliver is continuing at the time the notice is delivered. In the circumstance set out in [Article 1.3.1.1\(c\)](#), such notice shall only be valid if given within 10 Clearing Days of the day on which LCH Insolvency Proceedings have been published in the *Bulletin officiel des annonces civiles et commerciales (Bodacc)* in accordance with the provisions of the French Commercial Code. Any

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such notice provided in accordance with this [Article 1.3.1.2](#) must be provided in accordance with, and subject to, the requirements of [Section 1.2.5](#).

An Affected Clearing Member shall not be permitted to serve a notice pursuant to this [Article 1.3.1.2](#) in the case of the circumstances set out in [Article 1.3.1.1\(a\)](#) and (ii) where:

- (a) the failure to make the required payment, or to redeliver the required Eligible Collateral, and the failure to cure such failure within the grace period specified in [Article 1.3.1.1](#), is solely as a consequence of a Force Majeure Event or such other technical or administrative reason outside of the reasonable control of LCH SA, provided that: (a) LCH SA is able to, and does, confirm that it would have had sufficient available resources to pay or redeliver but for the applicable Force Majeure Event, technical or administrative event; and (b) LCH SA makes such payment or delivery no later than one Clearing Day after the consequences of the Force Majeure Event or the other technical or administrative reason for its failure to pay or redeliver have ceased. For the avoidance of doubt, the limitation on an Affected Clearing Member serving a notice pursuant to this paragraph shall continue for as long as the consequence of a Force Majeure Event or such other technical or administrative reason mentioned above continues;

- (b) the failure to pay or redeliver is permitted by the CDS Default Management Process.

For the purposes of [Article 1.3.1.3](#) to [Article 1.3.1.12](#), a notice duly provided by an Affected Clearing Member in accordance with this [Article 1.3.1.2](#) shall bind LCH SA and all other Clearing Members (regardless of whether they are Affected Clearing Members or not) as if all other Clearing Members were Affected Clearing Members and had served such notice.

### Article 1.3.1.3

In the event that it is subject to an LCH Default, LCH SA shall promptly post a Clearing Notice on its Website specifying the Termination Date and the LCH Default Time applicable to all Clearing Members. The Termination Date shall be the first Clearing Day after the LCH Default Date. Any failure of LCH SA to post a Clearing Notice on its Website shall not invalidate or otherwise delay the Termination Date.

As from the LCH Default Time:

- (a) LCH SA shall not accept any Original Transactions submitted to it for clearing and registration as Cleared Transactions and shall not otherwise register any new Cleared Transactions;
- (b) neither LCH SA nor any Clearing Member shall be obliged to make any further payments or deliveries under any Cleared Transaction between them which would, but for this TITLE I, [Chapter 3](#), have fallen due for performance on or after the LCH Default Time other than by settlement of the House Termination Amount and Client Termination Amount; and any obligations to make further payments or deliveries which would otherwise have fallen

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due shall be satisfied by settlement (whether by payment, set off or otherwise) of the House Termination Amount and Client Termination Amount;

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(c) any Power of Attorney or other authority for LCH SA to debit any payment or securities account of a Clearing Member, including a Clearing Member's TARGET2 Account shall be revoked and LCH SA shall not use, rely on or seek to use or rely on any such Power of Attorney or other authority;

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(d) in circumstances where Client Collateral Buffer has been allocated to a CCM Client Account Structure in accordance with Article 4.2.2.4 and Section 2 of the Procedures, LCH SA shall transfer an amount of Collateral which is equal to the CCM Allocated Client Collateral Buffer for the relevant CCM Client Account Structure from the Buffer Collateral Account to the CCM Client Collateral Account of that CCM Client Account Structure as soon as reasonably practicable;

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(e) where a CCM has CCM Unallocated Client Collateral, such CCM shall use its reasonable endeavours to notify LCH SA of the CCM Client Collateral Account(s) to which such Collateral should be recorded and, where LCH SA receives such notification, it shall update its books and records accordingly; and

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(f) all other payment and delivery obligations (other than as set out in (ii) above) in relation to any Cleared Transactions and any other obligations pursuant to the CDS Clearing Documentation (including the repayment or redelivery, as applicable, of a Clearing Member's Margin Balance, Excess Collateral, CCM Unallocated Client Collateral, the Client Collateral Buffer, FCM Unallocated Client Excess Collateral, and other Collateral representing a Clearing Member's Contribution Requirement) shall be payable or deliverable on the Termination Date and in accordance with the provisions of this Chapter 3.

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LCH SA shall, to the extent possible, return or redeliver all amounts received, or debited contrary to the revocation of its authority pursuant to sub-paragraph (iii), after the LCH Default Time.

#### Article 1.3.1.4

Each Clearing Member shall, on, or as soon as reasonably practicable after, the Termination Date, and in no event later than 25 Clearing Days after the Termination Date, determine as of the Termination Date:

(a) the value of each Cleared Transaction; and

(b) the value of all other amounts which it owes to LCH SA and which LCH SA owes to it, in each case whether future, liquidated or unliquidated, actual or contingent, pursuant to the CDS Clearing Documentation.

Such calculations shall be undertaken separately in respect of the Client Cleared Transactions registered in, and all other amounts owed in relation to, each Client Trade Account, Client Margin



Account (if any) in each case without applying any haircuts to the valuation of the Collateral;

- (e) in the event that the relevant Client Margin Account of the Clearing Member is a Cash Gainer as at the last successful payment of Margin prior to the LCH Default Date, the repayment by LCH SA of any net Cash Gainer Adjustments made pursuant to the CDS Default Management Process; and
- (f) any other amounts that may be due to or from either the Clearing Member or LCH SA to or from the other in relation to the relevant Client Cleared Transactions, pursuant to the CDS Clearing Documentation.

For the purpose of [Article 1.3.1.4](#), and in relation to House Cleared Transactions recorded in and amounts owed in relation to its House Account Structure, the Clearing Member shall calculate the value of:

- (a) the repayment by the Clearing Member or LCH SA of Variation Margin in respect of Open Positions registered in its House Margin Account;
- (b) the repayment or redelivery by LCH SA of all Collateral recorded in its House Collateral Account in respect of such House Cleared Transactions, without applying any haircuts to the valuation of the Collateral. In determining such amounts, the Clearing Member shall not take into account (a) Pledged Eligible Collateral returned to the Clearing Member in accordance with the CDS Clearing Rules; or (b) any Collateral applied by LCH SA in order to reduce its loss in accordance with [Article 4.3.3.1](#) or the CDS Default Management Process;
- (c) in the case of a CCM, the repayment or redelivery by LCH SA of all Collateral recorded as CCM Available Client Collateral Buffer in its Buffer Collateral Account (if any) in each case without applying any haircuts to the valuation of the Collateral;
- (d) in the event that the House Margin Account of the Clearing Member is a Cash Gainer as at the last successful payment of Margin prior to the LCH Default Date, the repayment by LCH SA of any net Cash Gainer Adjustments made pursuant to the CDS Default Management Process; and
- (e) any other amounts that may be due to or from either the Clearing Member or LCH SA to or from the other in relation to the relevant House Cleared Transactions, pursuant to the CDS Clearing Documentation.

Where the LCH Default arises because of the circumstance set out in [Article 1.3.1.1\(b\)](#), each Clearing Member shall use such amounts calculated by LCH SA pursuant to [Clause 8.2\(i\)](#) of the CDS Default Management Process (and without, for the avoidance of doubt, applying [Clause 8.3](#)) for the purposes of its valuation pursuant to [Article 1.3.1.4\(ii\)](#).

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**Article 1.3.1.7**

For the purposes of any calculation required to be made under this [Chapter 3](#), any sums calculated other than in Euro shall be converted into Euro at the relevant exchange rate as at 17.00 on the Termination Date. The relevant exchange rate shall be determined by the European Central Bank and taken from Reuters or, where not available for the relevant currency, such other provider as is notified in a Clearing Notice.

**Article 1.3.1.8**

Pursuant to the determination made under [Article 1.3.1.4](#):

- (a) each gain by the Clearing Member and each other amount which LCH SA owes to it, shall be treated as a positive amount; and
- (b) each loss suffered by the Clearing Member and each other amount which it owes to LCH SA shall be treated as a negative amount.

**Article 1.3.1.9**

A Clearing Member shall, as applicable:

- (i) with respect to its House Account Structure, aggregate all positive and negative amounts related to House Cleared Transactions calculated in accordance with [Article 1.3.1.4](#) to [Article 1.3.1.6](#) above in order to produce one net termination amount (the "House Termination Amount"); and
- (ii) (a) in the case of a CCM, with respect to each of its CCM Client Account Structures, aggregate: (I) all positive and negative amounts related to Client Cleared Transactions registered in the CCM Client Trade Account(s) of a CCM Individual Segregated Account Structure, calculated in accordance with [Article 1.3.1.4](#) to [Article 1.3.1.6](#) above, in order to produce one net termination amount for such CCM Individual Segregated Account Structure; (II) all positive and negative amounts related to Client Cleared Transactions registered in the CCM Client Trade Accounts of CCM Net Omnibus Segregated Account Clients in a single CCM Net Omnibus Client Set, calculated in accordance with [Article 1.3.1.4](#) to [Article 1.3.1.6](#) above, in order to produce one net termination amount for such CCM Net Omnibus Client Set; and (III) all positive and negative amounts related to Client Cleared Transactions registered in the CCM Client Trade Accounts of CCM Gross Omnibus Segregated Account Clients in a single CCM Gross Omnibus Client Set, calculated in accordance with [Article 1.3.1.4](#) to [Article 1.3.1.6](#) above, in order to produce one net termination amount for such CCM Gross Omnibus Client Set (each a "CCM Client Termination Amount"); or
- (b) in the case of an FCM Clearing Member, with respect to its FCM Client Account Structure, aggregate: (I) all positive and negative amounts related to Client

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Cleared Transactions registered in each FCM Client Trade Account, calculated in accordance with [Article 1.3.1.4](#) to [Article 1.3.1.6](#) above, in order to produce one net termination amount for each such FCM Client Trade Account; and (II) all positive and negative amounts calculated pursuant to the foregoing clause (I), in order to produce one net termination amount for all FCM Client Trade Accounts of the FCM Clearing Member (such amount calculated pursuant to this clause (II), an "FCM Client Termination Amount").

For the avoidance of doubt, when calculating:

- (a) the House Termination Amount in accordance with this [Article 1.3.1.9](#), a Clearing Member's obligations to LCH SA may never be set off: (x) with amounts attributable to any Client Collateral Account; (y) in the case of a CCM, with amounts attributable to the CCM Unallocated Client Collateral Account; or (z) in the case of an FCM Clearing Member, with amounts attributable to the FCM Buffer Financial Account or the FCM Unallocated Client Collateral Financial Account; and
- (b) a Client Termination Amount in accordance with this [Article 1.3.1.9](#), a Clearing Member's obligations to LCH SA may never be set off: (x) with amounts attributable to the House Collateral Account; (y) in the case of a CCM, with amounts attributable to the CCM Unallocated Client Collateral Account; or (z) in the case of a CCM, with amounts attributable to another Client Account Structure.

To the extent a Clearing Member is a member of another clearing service(s) provided by LCH SA, such Clearing Member shall aggregate the House Termination Amount and the house termination amount calculated in respect of a house account structure held in connection with such other clearing service(s) where LCH SA is subject to an LCH Default in accordance with the CDS Clearing Rules and a default in accordance with rules applicable to such other clearing service(s), in order to produce one net termination amount owed in relation to the CDS Clearing Service and such other clearing service(s) provided by LCH SA (the "Global House Termination Amount").

The Global House Termination Amount shall be notified and paid in accordance with [Article 1.3.1.9](#) to [Article 1.3.1.11](#).

The Clearing Member shall notify LCH SA of the Termination Amounts, by which party each such Termination Amount is payable, and showing in reasonable detail how they have been calculated, immediately after the calculation thereof.

If for any reason one or more Clearing Member(s) fail(s) to determine and notify the Termination Amounts to LCH SA on or before the day falling 25 Clearing Days after the Termination Date (such day being the "Notification Limit Date"), LCH SA shall post a notice on the Website and make its own determination of the respective Termination Amounts, in respect of each such Clearing Member(s) within the 25 Clearing Days following the Notification Limit Date, and shall notify the relevant Clearing Member(s) of the respective Termination Amounts it has determined immediately after the calculation thereof. In such case, the LCH Default Payment Date for all

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## MEMBERSHIP

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## CHAPTER 1 - GENERAL PROVISIONS

### Section 2.1.1 Participants

#### Article 2.1.1.1

As a securities settlement system within the meaning of the Settlement Finality Directive, LCH SA has only direct participants, being the Clearing Members. It does not have any indirect participants.

#### Article 2.1.1.2

The following entities are eligible to become a Clearing Member, pursuant to Article L. 440-2 of the French Monetary and Financial Code:

- (a) Credit Institutions, and Investment Firms, having their head office in France and French branches of credit institutions not having their head office in a Member State;
- (b) Credit Institutions and Investment Firms, having their head office, or as the case may be their effective direction, in a Member State other than France;
- (c) legal persons whose members or shareholders have unlimited joint and several liability for their debts and obligations, provided that such members or shareholders are institutions or firms mentioned under Article 2.1.1.2(a) and/or (ii) above;
- (d) legal persons having their head office in metropolitan France or in French overseas departments or in Saint-Barthélemy or Saint-Martin and whose principal or sole object is the clearing of financial instruments;
- (e) in the circumstances set out in the general regulations of the AMF and with the prior approval of the AMF, Credit Institutions and Investment Firms other than those mentioned under Article 2.1.1.2(i) and/or (ii) above, and legal persons whose principal or sole object is the clearing of financial instruments, that are not established in metropolitan France or in French overseas departments or in Saint-Barthélemy or Saint-Martin. An agreement between the AMF and the relevant Governmental Authority(ies) may provide for an exemption from prior authorisation for a category of entities; and
- (f) international financial organisations and bodies, other public authorities and publicly guaranteed undertakings, other than persons mentioned under Article 2.1.1.2(a) to (v) above, as designated by an order issued by the minister of economy either on a individual basis or by category, and central banks.

Without prejudice to the membership requirements set out in the CDS Clearing Rules and Applicable Law, FCMs are eligible to become FCM Clearing Members.

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## CHAPTER 2 - LEGAL OBLIGATIONS

### Article 2.2.0.1

An Applicant shall be required to evidence its ability to comply with the obligations set out in this Chapter 2, LCH SA may refuse to admit an Applicant as a Clearing Member if the conditions set out in Article 2.2.1.1 have not been satisfied, or if it considers that admission of such Applicant as a Clearing Member may adversely affect the operation of the CDS Clearing System or the provision of the CDS Clearing Service.

LCH SA shall be entitled, in consultation with the Risk Committee, at any time to impose, amend or withdraw additional requirements in relation to the membership requirements set out in this Chapter 2, provided that, if such additional requirements are imposed or amended, they are non-discriminatory and their objective is to control the risk for LCH SA.

Further information in respect of the application procedure can be obtained from LCH SA's CDS Clear Business Development & Relationship Management team whose contact details are set out in Section 1 of the Procedures.

### Article 2.2.0.2

Application for Clearing Member status in LCH SA shall be made in accordance with Section 1 of the Procedures. A Clearing Member's status in LCH SA and all Clearing Services shall be governed by the CDS Clearing Rules. Additionally, a Clearing Member's status in LCH SA shall be governed by any CDS Admission Agreement to which it is for the time being party. Clearing Member status does not provide or entitle a Clearing Member to any other clearing member status with LCH SA, or to any shareholding membership of LCH Clearnet Limited or any shareholding or other membership of any other member of the LCH Clearnet Group or any entitlement to membership of or participation in LCH SA, each of which has separate and distinct membership requirements.

### Article 2.2.0.3

Each Applicant shall expressly elect to be:

- (i) either a General Member or a Select Member; and
- (ii) either a CCM or an FCM Clearing Member,

in accordance with Section 1 of the Procedures.

For the avoidance of doubt, a single Clearing Member is not permitted to be, at the same time, (i) both a General Member and a Select Member and (ii) both a CCM and an FCM Clearing Member.

A Clearing Member which has not expressly elected to become a Select Member at any relevant time is a General Member.

Each General Member may, at any time, request to become a Select Member and each Select Member may, at any time, request to become a General Member in accordance with Section 1 of

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the Procedures provided however, in both cases that, at the time of election, the relevant Clearing Member is not a Defaulting Clearing Member.

**Article 2.2.0.4**

Each Select Member shall indicate in its Product Family Form the Product Families that such Select Member intends to clear through LCH SA.

The Product Family Form of a Select Member may be updated in accordance with Article 3.1.6.8 and Section 5 of the Procedures.

A Select Member is entitled to add or remove any Product Family indicated in its Product Family Form in accordance with Article 3.1.6.8 and section 5 of the procedures provided that a Select Member may request the removal of a Product Family only if all of its Cleared Transactions registered in its House Account Structure belong to the outstanding Product Families indicated in its updated Product Family Form.

**Article 2.2.0.5**

A Select Member shall be under no obligation to submit Market Data pursuant to Section 5 of the Procedures.

A Select Member which is a Price Contribution Participant may opt to receive the Price Requirement Files in accordance with the conditions set out in Section 1 of the Procedures, in which case such Select Member will be bound by all obligations of a Price Contribution Participant as set out in the CDS Clearing Rule Book and Section 5 of the Procedures. A Select Member may change its election in accordance with the conditions set out in Section 5 of the Procedures, other than the obligation to submit Market Data.

For the avoidance of doubt, a Select Member which has elected to be Price Contribution Participant may submit Market Data pursuant to Section 5 of the Procedures but shall be under no obligation to do so.

**Section 2.2.1 Membership requirements**

**Article 2.2.1.1**

Any Applicant wishing to be admitted as a Clearing Member by LCH SA should satisfy the following conditions:

- (a) be validly incorporated and existing under the laws of its jurisdiction of incorporation and (if relevant in such jurisdiction) be in good standing;
- (b) be the subject of supervision by its Competent Authorities;
- (c) undertake to accept and comply with the CDS Clearing Documentation by executing the CDS Admission Agreement;

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- (d) in respect of any Applicant wishing to be admitted as a General Member, have a CDS Client Clearing Agreement, meeting the requirements Article 5.1.1.2 (i) (in the case of a CCM) or Article 6.1.1.2 (in the case of an FCM Clearing Member), in place with each of its Clients;
- (e) in respect of any Applicant wishing to be admitted as a General Member, provide LCH SA with updated documentation and information required pursuant to Section 1 of the Procedures, in respect of each of its Clients;
- (f) to accept to comply with all Applicable Law relating to its status as a Clearing Member and the performance of its obligations pursuant to the CDS Clearing Documentation;
- (g) not be subject to Insolvency Proceedings;
- (h) meet the Capital requirements as specified in Section 2.2.3, and any further liquidity and/or solvency requirements as may be set by LCH SA from time to time in accordance with this CDS Clearing Rule Book, taking into account notably the indicators mentioned in Article 2.3.2.1;
- (i) satisfy a minimum internal credit score which is determined by LCH SA as set out in Article 2.2.4.1 below;
- (j) satisfy LCH SA that it has sufficient expertise in relation to clearing activities, that its Systems and Operations are operationally reliable and capable of supporting the proper performance of its business as a Clearing Member and that its risk management policy is adequate;
- (k) participate, or demonstrate that it has: (A) an affiliated Clearing Member or, alternatively, a non-clearing member Affiliate that clears through the Clearing Member, that can successfully participate; or (B) an LCH Approved Outsourcing Agent that can successfully participate in the implementation of the CDS Default Management Process, and participate in (and satisfy LCH SA's requirements with respect to the carrying out of) regular fire drills run by LCH SA from time to time, in accordance with this CDS Clearing Rule Book;
- (l) have nominated and notified to LCH SA:
  - (a) a Person, having director, general partner, trustee or officer status at the Clearing Member (or a Person occupying a similar status or performing similar functions) who is both responsible for the clearing operations of the Clearing Member and authorised to act on behalf of the Clearing Member in respect of all transactions with or involving LCH SA; and
  - (b) an alternate Person that satisfies the requirements set out in sub-paragraph (a) above and who is authorised to act on behalf of the Clearing Member in the event that the first Person is incapable or unable to act;

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(m) pay all fees and other amounts required by LCH SA in accordance with the CDS Clearing Documentation, including, without limitation, satisfying its Margin Requirement, its Contribution Requirement and its Cash Payment obligations;

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(n) be in a position to provide Collateral in satisfaction of its Margin Requirements and its Contribution Requirement, and to perform Cash Payment obligations, including;

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(a) submitting evidence and details of duly existing cash accounts (including, at least, one TARGET2 Account and one cash account in US Dollar) for the purposes of payment of cash amounts, as well as evidence that a Power of Attorney has been issued in favour of LCH SA to allow the debiting or crediting of such cash accounts for the performance of Cash Payment obligations and the provision of Cash Collateral; and

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(b) having in place all appropriate settlement solutions (direct access or indirect access to at least one settlement system) in case of Physical Settlement;

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(o) have at its disposal the technical environment, including facilities, equipment, operational capability, personnel, hardware and software systems as may be required to support the proper performance of its business as a Clearing Member, including such IT links as may be necessary for it to be connected to the CDS Clearing System managed by LCH SA;

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(p) have operational competence in CDS substantially similar to Original Transactions eligible for clearing by LCH SA;

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(q) be a TIW Participant for the purposes of maintaining Original Transactions and Cleared Transactions in the TIW;

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(r) be an ATSS Participant for the purpose of submitting Original Transactions for clearing;

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(s) have access to one of the means of access and reporting mechanism as specified in a Clearing Notice to obtain CDS Clearing System reports;

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(t) be party to any required documentation with DTCC allowing LCH SA as "Service Provider" to ;

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(a) arrange for the removal of Backloading Transactions or if applicable, Intraday Transactions, from the TIW in accordance with Section 3.1.10;

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(b) arrange for the registration of Cleared Transactions in the TIW in accordance with Section 3.1.10; and

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(c) send to DTCC messages by which Cleared Transactions would be adhered to Credit Events;

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(u) if it is incorporated or registered in the United States of America, be an eligible contract participant, as defined in Section 1a(12) of the Commodity Exchange Act (other than paragraph (C) thereof);

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- (v) satisfy any additional membership requirements as set out in Section 1 of the Procedures, including without limitation any caps on the aggregate amount of Spread Margin it may have on deposit at any given time with LCH SA;
- (w) accept to comply with the performance of its obligations pursuant to the Pledge Agreement;
- (x) in respect of any Applicant that is an FCM, be registered with the CFTC as an FCM and a member in good standing with NFA; and
- (y) in respect of any Applicant that is an FCM wishing to be admitted as a CCM, provide LCH SA with an opinion of counsel letter confirming that its performance of the obligations of a CCM would not be contrary to Applicable Law relating to such status, in form and content acceptable to LCH SA.

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#### Article 2.2.1.2

In addition each FCM Clearing Member must at all times be registered with the CFTC as an FCM and a member in good standing with NFA.

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#### Article 2.2.1.3

In the event a Clearing Member breaches any of the membership requirements set out in [Article 2.2.1.1](#), LCH SA shall consult with the French Competent Authorities to determine whether such breach shall be publically disclosed in accordance with EMIR.

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### Section 2.2.2 Continuing obligations

#### Article 2.2.2.1

Each Clearing Member must at all times:

- (a) comply with the membership requirements set out in Section 2.2.1;
- (b) be a party to the CDS Admission Agreement;
- (c) comply with the CDS Clearing Documentation;
- (d) in respect of a General Member, have a CDS Client Clearing Agreement, meeting the requirements of [Article 5.1.1.2](#) (i) (in the case of a CCM) or [Article 6.1.1.2](#) (in the case of an FCM Clearing Member), in place with each of its Clients;
- (e) comply with all Applicable Law relating to its status as a Clearing Member and the performance of its obligations pursuant to the CDS Clearing Documentation;
- (f) comply with the performance of its obligations pursuant to the Pledge Agreement; and
- (g) not be subject to Insolvency Proceedings.

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**Article 2.2.5.2**

Subject to [Article 2.2.5.3](#), a Clearing Member may outsource the performance of all or part of its clearing activities, subject that the Clearing Member shall remain responsible to LCH SA for the performance of all such activities pursuant to the CDS Clearing Documentation. In respect of any such outsourcing, the Clearing Member shall ensure that:

- (a) any entity to whom such activities are outsourced have the ability, capacity and authorisation to carry out such functions;
- (b) it supervises and monitors the performance of the outsourced activities; and
- (c) it has effective access to data related to the outsourced activities and to the business premises of the entity to whom the activities have been outsourced and is able to provide such access to LCH SA as would apply to the Clearing Member under this CDS Clearing Rule Book.

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**Article 2.2.5.3**

A Clearing Member may only outsource a material part of its clearing activities with the prior consent of LCH SA. In this context, an outsourcing will be "material" if a failure in the performance of the outsourcee entity would be such as to materially impair the ability of the Clearing Member to perform its obligations to LCH SA. LCH SA may decline to approve such an outsourcing if a failure in such arrangement could be such as to materially impair the ongoing financial soundness or the proper performance of the CDS Clearing Service.

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**Section 2.2.6 Membership of industry organisations or systems relating to CDS contracts**

**Article 2.2.6.1**

Clearing Members must be members of industry organisations or systems relating to CDS, as designated by LCH SA from time to time as such in accordance with Section 5 of the Procedures. LCH SA may only make a designation where it is reasonable to do so or it is otherwise necessary for a Clearing Member to utilise the CDS Clearing Service.

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**Section 2.2.7 Third party contractual obligations**

**Article 2.2.7.1**

The payment of Physical Settlement Amounts shall not be subject to the provisions of this [Section 2.2.7](#), save as set out in the CDS Clearing Supplement.

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## Relationship with Securities Settlement Agents and Payment Agents

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### Article 2.2.7.2

A Clearing Member that wishes to use a Securities Settlement Agent and/or a Payment Agent to:

- (a) deliver Eligible Collateral;
- (b) provide Cash Collateral; or
- (c) perform Cash Payment obligations

in accordance with the CDS Clearing Documentation, must enter into an agreement with a Securities Settlement Agent and/or a Payment Agent, on such terms as allow the Clearing Member to perform its obligations under the CDS Clearing Documentation as required by LCH SA.

### Article 2.2.7.3

Notwithstanding the provisions of [Article 2.2.7.2](#) above, the use of a Securities Settlement Agent and a Payment Agent shall not relieve the Clearing Member of its obligations under the CDS Clearing Documentation.

### Provisions related to Payment Agents

#### Article 2.2.7.4

Clearing Members must ensure that they are able to comply with their Cash Payment obligations to LCH SA and their obligations to provide Cash Collateral in respect of Euro, through TARGET2 and, in respect of US Dollar, through their cash account(s) in US Dollar, in each case as provided for in Section 3 of the Procedures.

#### Article 2.2.7.5

Each Clearing Member must provide LCH SA with a Power of Attorney enabling it to directly debit or credit the Clearing Member's TARGET2 Account(s) and/or cash account(s) in US Dollar or the cash account(s) of any Payment Agent, being used to satisfy the Clearing Member's obligations under [Article 2.2.7.2](#).

### Provisions related to Securities Settlement Agents

#### Article 2.2.7.6

Each Clearing Member shall ensure that it has entered into arrangements with the relevant central securities depository or securities settlement system enabling them to provide Eligible Collateral through such central securities depository or securities settlement system if required.

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## Relationship with the Approved Trade Source System(s)

### Article 2.2.7.7

Clearing Members and LCH SA use the services offered by Approved Trade Source System(s) (which, for the avoidance of doubt, include DTCC) in accordance with their own contractual arrangements.

LCH SA shall not be responsible for verifying the content of such contractual arrangements between Clearing Members and the Approved Trade Source System(s).

## Section 2.2.8 Test processing

### Article 2.2.8.1

Each Clearing Member must participate in technical and operational tests, organised reasonably at the discretion of LCH SA, in order, amongst other things, to ensure the continuity and orderly functioning of the CDS Clearing Service.

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## CHAPTER 3 - INFORMATION OBLIGATIONS, MONITORING AND AUDIT

### Section 2.3.1 Information and financial reporting

#### Article 2.3.1.1

Each Clearing Member shall notify LCH SA in writing without delay providing full particulars known to it:

- (a) if there is a change in those direct or indirect shareholders having or controlling 10% or more of its share capital or voting rights (such notification to be given as soon as it becomes aware of that change and provided also that it is not prevented from disclosing the change by Applicable Law);
- (b) if it ceases to satisfy the Capital requirement in Section 2.2.3;
- (c) if the amount of its Capital is reduced by more than 10% from that shown on the latest financial statement filed with LCH SA;
- (d) if it ceases to be subject to the supervision of a Competent Authority;
- (e) in the event that it fails to comply with any applicable financial requirements of any Governmental Authority, Competent Authority, exchange, clearing organisation, or settlement system;
- (f) of Insolvency Proceedings affecting the Clearing Member or any Parent;
- (g) an Event which could permit LCH SA to declare an Event of Default against that Clearing Member;
- (h) of a default of any of the Clearing Member's Clients pursuant to the CDS Client Clearing Agreement;
- (i) of any material breach of Applicable Law which relates to its status and performance as a Clearing Member under the CDS Clearing Documentation;
- (j) of a Force Majeure Event or the cessation of a Force Majeure Event occurring in respect of it to the extent required by [Article 1.2.11.2](#);
- (k) any change to its Systems and Operations that materially impacts its ability to comply with its obligations under the CDS Clearing Documentation; and
- (l) of anything relating to the Clearing Member of which LCH SA would reasonably expect notice (including any matter, circumstance, change or occurrence which would cause a statement previously furnished under this [Article 2.3.1.1](#), any information supplied in connection with its application for admission to membership of the CDS Clearing Service, or otherwise to be inaccurate, incomplete or superseded).

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**Article 2.3.1.2**

Each Clearing Member must file the following information with LCH SA:

- (a) audited financial statements and audited consolidated financial statements, including balance sheet and profit and loss accounts, with the auditor's report drawn up in accordance with Applicable Law and accounting standards within 90 days of the end of the Clearing Member's fiscal year;
- (b) interim financial statements, including management profit and loss accounts and balance sheet, drawn up in accordance with Applicable Law and accounting standards, within 60 days of the end of the relevant period; and
- (c) such financial or other relevant information, in addition to what is explicitly required by this Article 2.3.1.2, as may be requested by LCH SA at its reasonable discretion from time to time.

**Article 2.3.1.3**

On request from LCH SA on an annual basis, a Clearing Member shall send to LCH SA:

- (a) an updated group organisation chart and a list of each of its direct and indirect shareholders holding more than a 10% interest in the share capital or voting rights of the Clearing Member; and
- (b) any change to the identity of those Persons notified to LCH SA in accordance with Article 2.2.1.1 (xii).

This is without prejudice to LCH SA's right reasonably to request such information more frequently if it wishes to do so.

**Article 2.3.1.4**

A Clearing Member shall answer any reasonable requests that LCH SA may deem necessary for any matter arising out of or in connection with an Event and shall co-operate with LCH SA in order to process the Event relating to it. For these purposes, it is irrelevant whether the Event has been determined to be an Event of Default by LCH SA pursuant to Section 4.3.1.

**Article 2.3.1.5**

A Clearing Member will not breach any obligation to provide information to LCH SA if it is prevented from providing such information:

- (a) by a mandatory provision of Applicable Law or pursuant to an order or direction from a Competent Authority or court with jurisdiction over the Clearing Member; or
- (b) in case such Clearing Member does not have the required information and must obtain it from a Client, due to the refusal of such Client to provide the required information (provided the Clearing Member has undertaken reasonable due diligence and

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provides LCH SA with documented proof of its inability to obtain relevant information from the Client despite such due diligence).

#### Article 2.3.1.6

The Clearing Member shall respond to all reasonable requests for information from LCH SA concerning its clearing activities and exposure to general and financial risks (Cleared Transactions, Open Positions, defaults etc).

#### Article 2.3.1.7

Clearing Members shall send LCH SA a copy of all injunctions, formal administrative or disciplinary notifications or sanctions imposed on them by any Competent Authority regarding any event which may significantly affect the ability of the Clearing Member to perform its obligations under the CDS Clearing Documentation, the exercise of its duties and/or the orderly conduct of its activities as a Clearing Member.

### Section 2.3.2 Monitoring

#### Article 2.3.2.1

LCH SA will monitor, on an ongoing basis, a number of forward-looking indicators, including, but not limited to:

- (a) CDS spreads in respect of a Clearing Member, its Parent, or other members of its Financial Group;
- (b) the long-term credit rating(s) of a Clearing Member, its Parent or other member of its Financial Group, as applicable; and
- (c) equity returns for a Clearing Member, its Parent or other member of its Financial Group, as applicable.

and where, as a result of this monitoring, LCH SA deems it necessary to contain its exposure, it shall have discretion to suspend a Clearing Member as set out in [Article 2.4.1.1](#) and/or to require Credit Quality Margin to be paid in accordance with [Article 4.2.1.2](#) and Section 4.2.4.

### Section 2.3.3 Audit and inspection

#### Article 2.3.3.1

Each Clearing Member agrees to submit its clearing activity carried out under the CDS Clearing Documentation to inspections reasonably requested by LCH SA.

#### Article 2.3.3.2

LCH SA may require an audit of a Clearing Member's Systems and Operations on reasonable notice and no more than twice annually.

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**Article 2.3.3.3**

In establishing its internal arrangements, the Clearing Member shall ensure that LCH SA shall be permitted access pursuant to Applicable Law in any jurisdiction in which the Clearing Member performs its clearing activities, whether by the Clearing Member itself, a Person in the same Financial Group or a third party outsourcee pursuant to [Article 2.2.5.2](#).

**Article 2.3.3.4**

Each Clearing Member shall be entitled to deny the attendance of LCH SA representatives at an inspection or audit if they are affected by conflicts of interest and in such event shall provide appropriate reasons for such denial.

**Article 2.3.3.5**

Each Clearing Member shall ensure that appropriate personnel are available for communications with LCH SA during Opening Hours on each Business Day.

**Article 2.3.3.6**

If, upon the completion of an audit under this [Section 2.3.3](#), LCH SA believes that any modifications are necessary to the Clearing Member's Systems and Operations or to any other part of the Clearing Member's business activities, the Clearing Member will enter into good faith discussions with LCH SA as to the necessary extent of any modifications and the timescale within which the Clearing Member will make such modifications.

**Section 2.3.4 Record keeping**

**Article 2.3.4.1**

Each Clearing Member is required to keep all data relating to each Cleared Transaction for at least six years following the termination of each such Cleared Transaction and must make the data available to LCH SA upon demand, subject to any mandatory provisions of Applicable Law to which a Clearing Member is subject, throughout that period.

**Article 2.3.4.2**

Both LCH SA and each FCM Clearing Member will maintain books and records which comply with Regulation 6(i) of the FCM CDS Clearing Regulations and otherwise as required by Applicable Law.

**Section 2.3.5 Clearing Member risk management**

**Article 2.3.5.1**

Each Clearing Member shall maintain current written risk management policies and procedures that address the risks that it may pose to the CDS Clearing Service provided by LCH SA, including any policies and procedures that LCH SA may reasonably request be incorporated therein. Upon the request of LCH SA (or the CFTC, the AMF or the *Autorité de Contrôle Prudentiel et de Résolution*, as applicable), a Clearing Member shall promptly provide LCH SA (or the CFTC, the

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AMF or the *Autorité de Contrôle Prudentiel et de Résolution*, as applicable) with a copy of its current policies and procedures, along with relating information and documents including, without limitation, information and documents relating to the liquidity of the Clearing Member's financial resources and its settlement procedures.

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LCH SA shall periodically review the risk management policies, procedures, and practices of each Clearing Member, which address the risks that such Clearing Member may pose to LCH SA. All such reviews shall be documented and maintained in accordance with LCH SA's recordkeeping policy.

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**Article 2.4.1.4**

LCH SA shall be entitled, at any time and at its discretion, to revoke the suspension imposed on a Clearing Member under [Article 2.4.1.1](#) above.

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**Article 2.4.1.5**

Suspension of membership shall be promptly notified to the Competent Authorities.

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**Section 2.4.2 Membership Termination**

**Article 2.4.2.1**

Membership Termination shall become effective, in the case of a Clearing Member in respect of which a Default Notice has been served by LCH SA, on the Defaulting Clearing Member Termination Date, and in the case of an LCH Default, on the Termination Date.

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**Article 2.4.2.2**

Subject to [Article 2.4.2.1](#), the membership of a Clearing Member may be terminated:

- (a) by LCH SA serving a Membership Termination Notice to the relevant Clearing Member, specifying a date in respect of which Membership Termination shall be effective, which may be no earlier than the date six months after service of the Membership Termination Notice save in the case of a Defaulting Clearing Member in which case the termination date may be any date stated by LCH SA; or
- (b) by a Clearing Member serving a Membership Termination Notice to LCH SA, specifying a date in respect of which Membership Termination shall be effective, which may be no earlier than the date 25 Business Days after service of the Membership Termination Notice, provided that no such termination shall be effective where it relates to a Defaulting Clearing Member.

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In each case, the Clearing Member shall be required to effect a Non-Default Unwind of all of its Cleared Transactions prior to the Scheduled Membership Termination Date.

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**Article 2.4.2.3**

For the purposes of [Article 4.3.1.1](#), a failure by a Clearing Member to effect a Non-Default Unwind of all of its Cleared Transactions prior to the Scheduled Membership Termination Date shall constitute a breach of the CDS Clearing Documentation but not an Event for the purposes of [Article 4.3.1.1](#).

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However, if a Clearing Member fails to effect a Non-Default Unwind of all of its Cleared Transactions prior to the Scheduled Membership Termination Date, LCH SA shall consult with the relevant Clearing Member to agree a grace period (to be no longer than 10 Clearing Days) for the Clearing Member to effect the Non-Default Unwind of all of its Cleared Transactions. If, at the end of such grace period (or, in the absence of any agreement on such grace period, on the 10<sup>th</sup>

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Clearing Day following the Scheduled Membership Termination Date), the relevant Clearing Member has not effected a Non-Default Unwind of all of its Cleared Transactions, LCH SA shall be entitled to take any of the actions set out in [Article 4.3.2.3](#) as if an Event of Default had been declared with respect to such Clearing Member and such Clearing Member was a Defaulting Clearing Member.

#### Article 2.4.2.4

In the event of any Non-Default Termination, Membership Termination shall be effective (unless the relevant Membership Termination Notice is withdrawn in accordance with [Article 2.4.2.5](#)):

- (a) if the Membership Termination Notice is delivered during a CDS Post-Default Period:
    - (a) if such Clearing Member has concluded a Non-Default Unwind of all of its Cleared Transactions on or prior to the final calendar day of such CDS Post-Default Period, on the final calendar day of such CDS Post-Default Period; and
    - (b) if such Clearing Member has not concluded a Non-Default Unwind of all of its Cleared Transactions on or prior to the final calendar day of such CDS Post-Default Period, on the 10th calendar day following the first date as of which such Clearing Member has concluded its Non-Default Unwind of all of its Cleared Transactions, provided that if an Event of Default in relation to another Clearing Member occurs prior to such date of effective withdrawal, the Clearing Member's Membership Termination Notice shall be deemed to have been given during the resulting CDS Post-Default Period and the provisions of this sub-paragraph (i) shall apply again in relation to that Clearing Member's Membership Termination Notice;
  - (b) if the Membership Termination Notice is delivered other than during a CDS Post-Default Period:
    - (a) if such Clearing Member has concluded a Non-Default Unwind of all of its Cleared Transactions on or prior to the Scheduled Membership Termination Date, on such Scheduled Membership Termination Date; or
    - (b) if such Clearing Member has not concluded a Non-Default Unwind of all of its Cleared Transactions on or prior to the Scheduled Membership Termination Date, on the 10th calendar day following the first date as of which such Clearing Member has concluded a Non-Default Unwind of all of its Cleared Transactions,
- provided that, in each case, if a Default Notice is issued in relation to another Clearing Member prior to such date, such Membership Termination Notice shall be deemed to have been given during the resulting CDS Post-Default Period and the provisions of sub-paragraph (i) shall apply.

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provisions of TITLE I, [Chapter 3](#), shall take precedence with respect to the Cleared Transactions registered in the Account Structure of the relevant Clearing Member and for which the relevant Clearing Member has not concluded a Non-Default Unwind on or prior to the LCH Default Time.

#### Article 2.4.2.9

Following Membership Termination, LCH SA and any Former Clearing Member shall remain:

- (a) subject to [Article 1.2.14.1](#), [Section 1.2.15](#), and any proceedings under the CDS Dispute Resolution Protocol and any provisions of the CDS Clearing Documentation which relate in whole or in part to any acts or omissions of LCH SA or the Former Clearing Member while it was a Clearing Member;
- (b) in the event of an LCH Default, subject to the rights and obligations set out in TITLE I, [Chapter 3](#); and
- (c) liable in respect of all fees, fines, charges and payments under Cleared Transactions, amounts due to LCH SA or the Former Clearing Member as a result of its Cleared Transactions and any other liabilities accrued prior to Membership Termination, including in particular, the payment of any Termination Amount(s) pursuant to [Article 1.3.1.10](#), any amounts due pursuant to [Article 4.3.3.4](#) or the payment of the LCH Repayment Amount pursuant to Clause [8.7](#) of the CDS Default Management Process.

#### Article 2.4.2.10

Promptly following Membership Termination, pursuant to Non-Default Termination, LCH SA shall issue a Clearing Notice specifying the name of the Former Clearing Member and, where appropriate, that they have opted to voluntarily terminate their membership pursuant to [Article 2.4.2.2\(ii\)](#).

#### Article 2.4.2.11

In relation to a Former Clearing Member's House Account Structure, following Membership Termination, LCH SA shall, if not already repaid, redelivered or accounted for pursuant to the CDS Clearing Rules, repay to a Former Clearing Member an amount equal to the sum of:

- (a) the Margin Balance for its House Margin Account; plus
- (b) in the case of a CCM, any CCM Client Collateral Buffer; plus
- (c) in the case of a CCM, any CCM Unallocated Client Collateral (to be held on account for its CCM Clients); plus
- (d) any Collateral that has been transferred to LCH SA to satisfy its Contribution Requirement to the extent it has not been used by LCH SA in accordance with, or as permitted by, the CDS Clearing Rules; less
- (e) any amounts owing by the Former Clearing Member to LCH SA in respect of House Cleared Transactions recorded in its House Trade Account;

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and redeliver to the Former Clearing Member any Pledged Eligible Collateral (other than Pledged Eligible Collateral which LCH SA has applied in order to reduce its loss in accordance with [Article 4.3.3.1](#) or the CDS Default Management Process) which the Former Clearing Member has transferred to LCH SA to be recorded in its House Collateral Account.

In relation to each Client Account Structure of a Former Clearing Member, following Membership Termination, LCH SA shall, if not already repaid, redelivered or accounted for pursuant to the CDS Clearing Rules, repay to a Former Clearing Member an amount equal to the sum of:

- (a) the Margin Balance (if any) for each CCM Client Account Structure in the case of a CCM or as the case may be, for each FCM Client Margin Account in the case of an FCM Clearing Member; plus
- (b) in the case of an FCM Clearing Member, any FCM Client Collateral Buffer and FCM Unallocated Client Collateral (save that LCH SA shall be entitled to retain any FCM Client Collateral Buffer in accordance with the FCM CDS Clearing Regulations to the extent a default has occurred in respect of an FCM Client);

and, in the case of a CCM, redeliver to the Former Clearing Member any Client Pledged Eligible Collateral (other than Client Pledged Eligible Collateral which LCH SA has applied in order to reduce its loss in accordance with [Article 4.3.3.1](#) or the CDS Default Management Process) which the Former Clearing Member has transferred to LCH SA to be recorded in the relevant Client Collateral Account.

Repayment shall be made as soon as reasonably possible after LCH SA has determined that the Former Clearing Member has no outstanding sums owing to LCH SA.

**Article 2.4.2.12**

Termination of membership shall be promptly notified to the Competent Authorities.

**Section 2.4.3 Winding Down Event**

**Article 2.4.3.1**

Upon the date which it specifies in a Clearing Notice, and following the occurrence of a Winding Down Event, LCH SA shall be entitled to cease the CDS Clearing Service provided that it publishes a Clearing Notice notifying all Clearing Members that a Winding Down Event has occurred, and to the extent possible, of the Early Termination Trigger Date with respect to the cessation. LCH Clearnet SA shall publish the Clearing Notice as far in advance of the Early Termination Trigger Date as is reasonably possible.

**Article 2.4.3.2**

Clearing Members shall use all reasonable efforts to effect a Non-Default Unwind of their positions prior to the Early Termination Trigger Date notified in accordance with [Article 2.4.3.1](#), however failure to do so will not constitute an Event of Default.

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### Article 2.4.3.3

As soon after the Early Termination Trigger Date notified in accordance with [Article 2.4.3.1](#) as is possible, and in any case, no longer than three Business Days after the Early Termination Trigger Date, or any other date required by the *Autorité de Contrôle Prudentiel et de Résolution*, LCH SA shall apply the process set out in Clauses [8.1.4](#) to Clause [8.12](#) of the CDS Default Management Process to determine the final payments to be made to each Clearing Member. For this purpose, the term:

- (a) "Non Defaulting Clearing Member" shall read "Clearing Member"; and
- (b) "Early Termination Trigger Date" shall read as the date which is specified in the Clearing Notice as the date on which Original Transactions shall cease to be accepted for clearing on the CDS Clearing Service.

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## CLEARING OPERATIONS

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## CHAPTER 1 - NOVATION AND REGISTRATION

### Section 3.1.1 Weekly Backloading Cycle

#### Article 3.1.1.1

LCH Clearnet SA performs a Weekly Backloading Cycle in accordance with Section 3.1.1 and Section 5 of the Procedures.

On each Weekly Backloading Start Day on which LCH SA receives the Gold Records File from DTCC in relation to one or more Weekly Backloading Transactions, LCH SA will start performing the Weekly Backloading Cycle set out in this Section 3 in relation to such Weekly Backloading Transactions.

#### Article 3.1.1.2

On each relevant Weekly Backloading Start Day, upon receipt by LCH SA of the Gold Records File, LCH SA will extract the Transaction Data of each Weekly Backloading Transaction.

#### Article 3.1.1.3

Following the extraction of Transaction Data in relation to each Weekly Backloading Transaction pursuant to [Article 3.1.1.2](#), LCH SA will, on such day at such times and in such form as prescribed in Section 5 of the Procedures:

- (a) perform the Eligibility Controls;
- (b) issue the Clearing Eligibility Report;
- (c) request each Clearing Member to identify the Weekly Backloading Transactions which it wants to include in the Weekly Backloading Cycle;
- (d) identify the Eligible Weekly Backloading Transactions;
- (e) notify each Clearing Member of the estimated Margin Requirements which would be required from the relevant Clearing Member if each relevant trade leg of its Eligible Weekly Backloading Transactions were included as Cleared Transactions registered in its Trade Accounts at the time the estimation is performed; and
- (f) issue the DTCC Matching and Eligibility Report.

#### Article 3.1.1.4

Each Clearing Member agrees, by submitting its Weekly Backloading Transactions to LCH SA in its Clearing Eligibility Report, to be bound by the registration of such Weekly Backloading Transactions in accordance with this Section 3.1.1.

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#### Article 3.1.1.5

An Eligible Weekly Backloading Transaction can be removed from the Weekly Backloading Cycle provided that such removal is requested in the manner set out in Section 5 of the Procedures;

- (a) prior to becoming an Irrevocable Weekly Backloading Transaction, and
- (b) by both the Clearing Member acting as protection buyer and the Clearing Member acting as protection seller in respect of such Eligible Weekly Backloading Transaction. Any Eligible Weekly Backloading Transaction so removed will become a Rejected Transaction.

Where not so removed, each Eligible Weekly Backloading Transaction shall become an Irrevocable Weekly Backloading Transaction at the time specified in Section 5 of the Procedures.

#### Article 3.1.1.6

A Weekly Backloading Cycle may be cancelled by LCH SA in accordance with Section 5 of the Procedures if a Clearing Member has duly notified LCH SA that there is an error in the DTCC Matching and Eligibility Report issued to such Clearing Member.

#### Article 3.1.1.7

Unless the Weekly Backloading Cycle is cancelled pursuant to [Article 3.1.1.6](#), LCH SA will, in accordance with Section 3.1.7, pre-register the positions corresponding to each Irrevocable Weekly Backloading Transaction in the relevant Clearing Member's House Account Structure at the times set out in Section 5 of the Procedures on the relevant Weekly Backloading Novation Day provided that:

- (a) all Eligibility Requirements of such Irrevocable Weekly Backloading Transaction are still met, and
- (b) the Weekly Backloading Transactions have not been removed from the TIW.

If, at this time, either of the conditions set out in [Article 3.1.1.7](#) (i) or (ii) are no longer met in respect of any Irrevocable Weekly Backloading Transaction, such Irrevocable Weekly Backloading Transaction shall become a Rejected Transaction. For the avoidance of doubt, the characterisation of one or more Irrevocable Weekly Backloading Transactions as Rejected Transactions in accordance with this [Article 3.1.1.7](#) shall not impact the pre-registration of the remaining Irrevocable Weekly Backloading Transactions in the House Account Structures of the relevant Clearing Members.

#### Article 3.1.1.8

Any Weekly Backloading Transaction which:

- (a) has not been successfully reconciled pursuant to [Article 3.1.1.2](#);
- (b) fails the Eligibility Controls on the Weekly Backloading Start Day;

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(c) no longer meets any of the Eligibility Requirements at any time on or prior to the Weekly Backloading Novation Day;

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(d) does not become an Eligible Weekly Backloading Transaction or an Irrevocable Weekly Backloading Transaction;

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(e) is affected by a Backloading Failure in accordance with Article 3.1.3.1 and Section 5 of the Procedures; or

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(f) is part of a Weekly Backloading Cycle cancelled pursuant to Article 3.1.4.6;

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will become a Rejected Transaction.

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#### Article 3.1.1.9

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Following the Morning Call on the relevant Weekly Backloading Novation Day, LCH SA shall:

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(a) novate in accordance with Article 3.1.6.1, each Irrevocable Weekly Backloading Transaction that is not a Rejected Transaction at the Novation Time;

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(b) if applicable, perform the compression of Cleared Transactions in accordance with TITLE III, Chapter 3 and Section 5 of the Procedures;

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(c) register in the TIW, in accordance with Section 3.1.10, the Cleared Transactions arising out of the novation and, if applicable, compression process; and

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(d) if applicable, remove from the TIW, in accordance with Section 3.1.10, the relevant Backloading Transactions and Cleared Transactions which are terminated as a result of the compression process.

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#### Article 3.1.1.10

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In December of each year, LCH SA shall issue a Clearing Notice containing a provisional calendar which specifies the Weekly Backloading Cycle of the following year. LCH SA may as required, amend such provisional calendar by issuing a Clearing Notice.

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#### Section 3.1.2 Daily Backloading Cycle

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#### Article 3.1.2.1

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LCH SA operates a Daily Backloading Cycle in accordance with this Section 3.1.2 and Section 5 of the Procedures.

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#### Article 3.1.2.2

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On any Business Day, a Daily Backloading Transaction may be submitted to LCH SA through an Approved Trade Source System during the Real Time Session.

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Upon receipt of Original Transaction Data relating to a Daily Backloading Transaction from an Approved Trade Source System, LCH SA will perform in the following order:

- (a) the Eligibility Controls; and
- (b) the Client Transaction Checks (if applicable).

**Article 3.1.2.3**

A CM Backloading Transaction will become an Irrevocable Daily Backloading Transaction once it has passed the Eligibility Controls and a Client Backloading Transaction will become an Irrevocable Daily Backloading Transaction once it has passed the Eligibility Controls and the Client Transaction Checks. If any of the Eligibility Controls or the Client Transaction Checks is not successfully completed, the relevant Daily Backloading Transaction will become a Rejected Transaction.

LCH SA will, in accordance with Section 3.1.7, pre-register the positions corresponding to each Irrevocable Daily Backloading Transaction in the relevant Clearing Member's Account Structure at the times set out in Section 5 of the Procedures on the relevant Daily Backloading Novation Day provided that all Eligibility Requirements of such Irrevocable Daily Backloading Transaction are still met.

Any Daily Backloading Transaction affected by a Backloading Failure in accordance with [Article 3.1.3.1](#) and Section 5 of the Procedures shall become a Rejected Transaction.

**Article 3.1.2.4**

Following the Morning Call on the relevant Daily Backloading Novation Day, LCH SA shall:

- (a) novate in accordance with [Article 3.1.6.1](#) each Irrevocable Daily Backloading Transaction that is not a Rejected Transaction at the Novation Time;
- (b) if applicable, perform the compression of Cleared Transactions in accordance with TITLE III, Chapter 3 and Section 5 of the Procedures;
- (c) register in the TIW, in accordance with Section 3.1.10, the Cleared Transactions arising out of the novation and, if applicable, compression process; and
- (d) if applicable, remove from the TIW, in accordance with Section 3.1.10, the relevant Daily Backloading Transactions and Cleared Transactions which are terminated as a result of the compression process.

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(c) the terms of such Intraday Transaction will not be amended prior to novation (unless such Intraday Transaction becomes a Rejected Transaction).

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#### Article 3.1.4.3

On each Clearing Day, the Real Time Session will begin at the Start of Real Time. Upon receipt of Original Transaction Data relating to an Intraday Transaction from an Approved Trade Source System, during the Real Time Session, LCH SA will perform in the following order:

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(a) the Eligibility Controls; and

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(b) the Client Transaction Checks (if applicable).

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If an Intraday Transaction is received for clearing by LCH SA outside of the Real Time Session or if any of the Eligibility Controls, the Client Transaction Checks (if applicable) or the Notional and Collateral Checks are not successfully completed, such Intraday Transaction will automatically become a Rejected Transaction.

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#### Article 3.1.4.4

An Intraday Transaction will become an Eligible Intraday Transaction only once the Eligibility Controls and the Client Transaction Checks (if applicable) have been successfully completed. LCH SA will then pre-register the positions corresponding to any Eligible Intraday Transaction in the Account Structure of the relevant Clearing Member in accordance with Section 3.1.7, and such Eligible Intraday Transaction will then be subject to the Notional and Collateral Check with respect to the relevant Clearing Member. If an Eligible Intraday Transaction passes the Notional and Collateral Check with respect to each of the Clearing Members in respect of whom a Cleared Transaction would be registered, LCH SA will novate such Eligible Intraday Transaction pursuant to [Article 3.1.6.1](#).

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#### Article 3.1.4.5

Unless otherwise stated in this Section 3.1.4, each stage of the intraday process as set out in this Section 3.1.4 will be conducted by LCH SA as quickly as technologically practicable and, where applicable, will begin as quickly as technologically practicable after the previous stage.

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#### Article 3.1.4.6

LCH SA will inform all relevant Clearing Members of the results of the application of the Eligibility Controls, the Client Transaction Checks (if applicable) and the Notional and Collateral Check on each relevant Intraday Transaction in the relevant Intraday Call Reports, made available to Clearing Members in accordance with Section 5 of the Procedures.

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(b) any Initial Payment Amounts or any Fixed Amounts, when such amounts remain payable between the parties to such Original Transaction and in accordance with the terms of such Original Transaction pursuant to the CDS Clearing Supplement;

(c) each such Original Transaction will be replaced by two Cleared Transactions as follows:

(a) a Cleared Transaction entered into between LCH SA (acting as the protection seller in respect of such Cleared Transaction) and either: (x) in the event the Fixed Rate Payer of the Original Transaction is a Clearing Member, the Fixed Rate Payer (acting as CDS Buyer in respect of such Cleared Transaction); or (y) in the event the Fixed Rate Payer of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as CDS Buyer in respect of such Cleared Transaction), as applicable; and

(b) a Cleared Transaction entered into between LCH SA (acting as the protection buyer in respect of such Cleared Transaction) and either: (x) in the event the Floating Rate Payer of the Original Transaction is a Clearing Member, the Floating Rate Payer (acting as CDS Seller in respect of such Cleared Transaction); or (y) in the event the Floating Rate Payer of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as CDS Seller in respect of such Cleared Transaction), as applicable; and

(d) each such Cleared Transaction is deemed entered into by LCH SA as a system and is irrevocable in accordance with Article L. 330-1 III and IV of the French Monetary and Financial Code.

Any failure by a party to perform its obligations under such Original Transaction shall not affect the liability of any such party to LCH SA following the novation of such Original Transaction.

**Article 3.1.6.2**

LCH SA will inform the relevant Clearing Members of:

(a) the novation of an Original Transaction, novated pursuant to [Article 3.1.6.1](#), in the relevant Cleared Trades Report and Bilateral Trades Report; and

(b) in respect of a Select Member, any Cleared Transaction, as a result of the novation process pursuant to [Article 3.1.6.1](#), that does not belong to any of the Product Families indicated in the Product Family Form of that Select Member,

in accordance with Section 5 of the Procedures.

**Article 3.1.6.3**

The CDS Clearing System used for the purposes of the novation of Backloading Transactions is not a real-time monitoring of transactions process.

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Registration of Cleared Transactions in the Account Structure of the relevant Clearing Members will depend upon the effective receipt by LCH SA of appropriate information from the Approved Trade Source System, and will be processed during Clearing Days as set out in Section 5 of the Procedures.

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LCH SA shall not be in breach of the CDS Clearing Documentation by reason of late provision of any report or information by the Approved Trade Source System.

**Article 3.1.6.4**

LCH SA will be entitled to assume and will assume that no Credit Event Notice or Notice of Physical Settlement under an Original Transaction submitted for clearing by LCH SA in accordance with this TITLE III, Chapter 1 has been delivered by either party to the other prior to the Novation Time for that Original Transaction (other than any deemed delivery of a Credit Event Notice pursuant to a DC Credit Event Announcement). Each Clearing Member upon submitting an Original Transaction for clearing by LCH SA acknowledges and agrees that any Credit Event Notice (other than any deemed delivery of a Credit Event Notice pursuant to a DC Credit Event Announcement) or Notice of Physical Settlement (or NOPS Amendment Notice) delivered in relation to an Original Transaction which is accepted for clearing by LCH SA in accordance with [Section 3.1.1](#), [Section 3.1.2](#) or [Section 3.1.4](#) shall be deemed, at the Novation Time, never to have been delivered.

**Article 3.1.6.5**

Subject to [Article 3.1.6.1](#) above, each Cleared Transaction shall be on identical terms as those set out in the Transaction Data of the Original Transaction replaced by such Cleared Transaction, and otherwise subject to the provisions of the CDS Clearing Documentation. With effect from the Novation Time, the terms of the Cleared Transaction shall be definitive, regardless of whether any Cleared Transaction is based on any Original Transaction and/or in respect of a Select Member, **does not belong to the Product Family Form of that Select Member and** regardless of any error or the validity of any Original Transactions.

**Article 3.1.6.6**

Notwithstanding the designation by LCH SA of any system as an Approved Trade Source System, LCH SA makes no warranty as to the effectiveness, efficiency, performance or any other aspect of the services provided by any Approved Trade Source System or the timeliness or otherwise of the delivery of any Original Transaction, details by that Approved Trade Source System to LCH SA. The ability of Clearing Members to submit Original Transactions through a particular Approved Trade Source System may be suspended from time to time provided that any such suspension applies to all Clearing Members and, where reasonably practicable, LCH SA gives at least 2 Clearing Days notice of such suspension.

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### Article 3.1.6.7

In the event that LCH SA registers Cleared Transactions on the basis of incorrect or corrupted data sent to it by an Approved Trade Source System, the Clearing Member concerned shall be bound by the terms of such Cleared Transactions. LCH SA may agree to use its reasonable endeavours to assist the relevant Clearing Members in re-registering such trades on the correct basis but it shall be under no obligation to do so. LCH SA shall not be liable to Clearing Members or anyone else with regard to the registration of such Cleared Transactions.

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### Article 3.1.6.8

In respect of a Select Member, if LCH SA registers a Cleared Transaction, the category of which does not belong to any of the Product Families indicated in the Product Family Form of that Select Member, the Select Member shall be bound by the terms of such Cleared Transaction and LCH SA shall notify that Select Member of such Cleared Transaction by 20.00 CET at the latest on that Clearing Day. If this notification is given after 20.00 CET on a Clearing Day such notification will be deemed to have been received on the following Clearing Day. As from this notification, that Select Member will have until the close of the clearing session on the Clearing Day following the notification to:

(a) either send an updated Product Family Form including the relevant new Product Family to LCH SA in the manner set out in Section 5 of the Procedures ; or

(b) reverse that Cleared Transaction in accordance with Section 5 of the Procedures.

Where the Select Member does not take one of the two measures listed above before the close of the relevant clearing session, the Select Member's Product Family Form will be automatically updated by adding the relevant new Product Family.

### Section 3.1.7 Pre-registration

#### Article 3.1.7.1

Pre-registration is an internal process implemented by LCH SA for the purposes only of ensuring that:

(a) the terms of the relevant Eligible Intraday Transactions or Irrevocable Backloading Transactions, as applicable,

(b) in respect of a Receiving Clearing Member, the Client Cleared Transactions to be transferred to it in accordance with TITLE V, Chapter 3 or TITLE VI, Chapter 3 (as applicable); and/or

(c) in respect of a Backup Clearing Member, the Relevant Client Cleared Transactions to be transferred to it in accordance with clause 4.3 of the CDS Default Management Process.



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are taken into account for the purposes of determining the Intraday Novation Margin Requirement and/or the Margin Requirement for each Margin Account of each Clearing Member, on the relevant Clearing Day pursuant to Section 4.2.3 and Section 2 of the Procedures.

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For the avoidance of doubt, pre-registration of:

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- (a) the positions corresponding to an Eligible Intraday Transaction or an Irrevocable Backloading Transaction does not constitute the novation of such Eligible Intraday Transaction or Irrevocable Backloading Transaction; and
- (b) a Client Cleared Transaction or Relevant Client Cleared Transaction does not constitute the actual transfer of such Client Cleared Transaction or Relevant Client Cleared Transaction to the Receiving Clearing Member or Backup Clearing Member, as applicable.

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### Article 3.1.7.2

LCH SA shall upon successful completion of:

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- (a) in respect of an Intraday Transaction: the Eligibility Controls and the Client Transaction Checks (if applicable);
- (b) in respect of an Irrevocable Weekly Backloading Transaction: the Eligibility Controls performed on the Weekly Backloading Novation Day; or
- (c) in respect of an Irrevocable Daily Backloading Transaction: the Eligibility Controls performed on the Daily Backloading Novation Day;

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promptly pre-register the positions corresponding to the relevant Original Transaction in the Account Structure of the relevant Clearing Member. The position that will be pre-registered will be equivalent to the Cleared Transaction that would be registered on the clearing of such Original Transaction.

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### Article 3.1.7.3

LCH SA shall pre-register:

- (a) the Client Cleared Transactions to be transferred to a Receiving Clearing Member in accordance with TITLE V, Chapter 3 or TITLE VI, Chapter 3 (as applicable); or
- (b) the Relevant Client Cleared Transactions to be transferred to a Backup Clearing Member in accordance with clause 4.3 of the CDS Default Management Process;

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in the Account Structure of the relevant Receiving Clearing Member or Backup Clearing Member, as applicable.

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### Section 3.1.8 Margin calculation

#### Article 3.1.8.1

LCH SA shall calculate the Margin Requirement and the Variation Margin Requirement for each Margin Account of each Clearing Member in accordance with Title IV, [Chapter 2](#), and Section 2 of the Procedures, taking into account the Open Positions registered within its Account Structure plus, where applicable, the positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of the relevant Clearing Member in accordance with Section 3.1.7.

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### Section 3.1.9 Loss Distribution Periods

#### Article 3.1.9.1

If, on a Business Day and in accordance with Clause [7.3](#) of the CDS Default Management Process, LCH SA requests that an adjustment be made to the Loss Distribution Cap Amount for one or more Non-Defaulting Clearing Member(s), and such day is also:

- (a) a Daily Backloading Novation Day but not a Weekly Backloading Novation Day: the novation of all Daily Backloading Transactions that have not been novated prior to such request will be postponed; or
- (b) a Daily Backloading Novation Day and a Weekly Backloading Novation Day: the novation of all Backloading Transactions that have not been novated prior to such request will be postponed.

In this circumstance, LCH SA shall promptly, and by no later than 07.45, publish a Clearing Notice notifying all Clearing Members that it will not novate any Original Transactions submitted to LCH SA for clearing on such Clearing Day unless and until each affected Non-Defaulting Clearing Member has agreed to an adjustment to their Loss Distribution Cap Amount. For the avoidance of doubt, such Clearing Notice will not identify the Non-Defaulting Clearing Members who are being consulted in relation to an adjustment to their Loss Distribution Cap Amount.

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#### Article 3.1.9.2

In the event that each relevant Non-Defaulting Clearing Member agrees to an adjustment to their Loss Distribution Cap Amount on such Business Day in the form and within the timeframe set out in the relevant Clearing Notice, LCH SA will promptly distribute the relevant Backloading Transaction Reports (in accordance with and subject to Section 5 of the Procedures) to each Clearing Member for that Business Day. Following the Morning Call made by LCH SA, each Clearing Member will be required to satisfy the Margin Requirement(s) and Variation Margin Requirement(s) in respect of the Margin Account(s) for each of its Account Structure(s) at the time of the next available TARGET2 payment window (as set out in Section 3 of the Procedures) on such Business Day, save that if the time of the next available TARGET2 payment window is less than 45 minutes from the time of distribution of the relevant Backloading Transaction Reports (in

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accordance with Section 5 of the Procedures) each Clearing Member will be required to satisfy the Margin Requirement(s) and Variation Margin Requirement(s) in respect of the Margin Account(s) for each of its Account Structure(s) at the time of the second next available TARGET2 payment window on such Business Day. LCH SA shall ensure that each Clearing Member is provided with at least 45 minutes notice of the time at which it will be required to satisfy the Margin Requirement(s) and Variation Margin Requirement(s) in respect of the Margin Account(s) for each of its Account Structure(s) on such Business Day.

**Article 3.1.9.3**

Provided that following the Morning Call made by LCH SA, each Clearing Member satisfies its Margin Requirement(s) and Variation Margin Requirement(s) in respect of the Margin Account(s) for each of its Account Structure(s) by the close of the relevant TARGET2 payment window, in accordance with Article 3.1.9.2, all the Backloading Transactions submitted to LCH SA for clearing pursuant to Section 3.1.1 or Section 3.1.2 shall be novated as soon as technologically practicable after the Clearing Member Novation Acceptance Time. In the event that a Backloading Failure occurs in respect of any Clearing Member, LCH SA shall novate the Backloading Transactions that have not become Rejected Transactions as a result of Section 3.1.3.

**Article 3.1.9.4**

If any Non-Defaulting Clearing Member does not agree to an adjustment to its Loss Distribution Cap Amount on such Business Day in the form and within the timeframe set out in the relevant Clearing Notice, an Early Termination Trigger Date shall arise, in accordance with Clause 8.1 of the CDS Default Management Process. Upon an Early Termination Trigger Date, LCH SA shall promptly publish a Clearing Notice notifying all Clearing Members that an Early Termination Trigger Date has arisen, and that LCH SA will not novate any more Original Transactions submitted to it for clearing on such day (if such day is a Clearing Day) and will not accept any Original Transactions which are submitted to LCH SA for clearing by Clearing Members at any time after the Early Termination Trigger Date has arisen.

**Section 3.1.10 Registration of Cleared Transactions**

**Article 3.1.10.1**

Following the novation of Backloading Transactions in accordance with Section 3.1.1 or Section 3.1.2, and, if applicable, the compression of Cleared Transactions in accordance with Title III, Chapter 3 and Section 5 of the Procedures, LCH SA shall promptly arrange for:

- (a) the removal of the relevant Backloading Transactions from the TIW on behalf the relevant Clearing Members and/or Client(s);
- (b) if applicable, the removal of the Cleared Transactions which are terminated as a result of the compression process; and

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(c) the registration of the relevant Cleared Transactions in the TIW on its own behalf and on behalf the relevant Clearing Members.

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For the avoidance of doubt, if Cleared Transactions have been compressed pursuant to TITLE III, Chapter 3 as part of the Daily Backloading Cycle or the Weekly Backloading Cycle in accordance with [Article 3.1.1.9](#) or [Article 3.1.2.4](#), as applicable, LCH SA shall register in the TIW only the compressed Cleared Transaction(s), if any.

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#### Article 3.1.10.2

Following the novation of Intraday Transactions in accordance with Section 3.1.4, LCH SA shall, in accordance with Section 5 of the Procedures, promptly arrange for:

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(a) if applicable, the removal of the relevant Intraday Transactions from the TIW on behalf of the relevant Clearing Members which have already been registered in the TIW but which are terminated as a result of the registration of the relevant Cleared Transactions; and

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(b) the registration of the two related Cleared Transactions in the TIW on its own behalf and on behalf the relevant Clearing Members.

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#### Article 3.1.10.3

Cleared Transactions shall be registered by LCH SA in the CDS Clearing System in the Account Structure of the relevant Clearing Members.

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#### Article 3.1.10.4

The terms and conditions of Cleared Transactions are determined pursuant to the CDS Clearing Supplement.

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#### Article 3.1.10.5

Each relevant Clearing Member with respect to an Original Transaction novated in accordance with the CDS Clearing Rules and the CDS Clearing Supplement must ensure that its books and records are updated to reflect the novation of such Original Transaction and the creation of the relevant Cleared Transaction as soon as reasonably practicable after the relevant Cleared Trades Report has been made available to such Clearing Member, in accordance with Section 5 of the Procedures, following novation of such Original Transaction in accordance with [Article 3.1.6.1](#).

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#### Article 3.1.10.6

Cleared Transactions are registered in Trade Accounts on a trade by trade basis. LCH SA will not perform compression or netting at the Trade Account level otherwise than pursuant to TITLE III, Chapter 3.

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#### Article 3.1.10.7

The process as described in [Article 3.1.10.1](#) will apply, *mutatis mutandis*, in all other circumstances where termination and creation messages relating to Cleared Transactions of a

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Clearing Member are to be exchanged between the Approved Trade Source System, LCH SA and such Clearing Member, including, without limitation, in connection with:

- (a) the creation of Restructuring Matched Pairs or Settlement Matched Pairs (where applicable and subject to Sections 5 and 6 of Part A or Part B, as applicable, of the CDS Clearing Supplement, as applicable); and
- (b) the transfer of Cleared Transactions.

**Article 3.1.10.8**

Upon the occurrence of specific events where LCH SA manually undertakes, with respect to any Cleared Transactions, automatic processes that are usually provided by the TIW in accordance with Section 5 of the Procedures, LCH SA will charge the relevant Clearing Member fees for undertaking such manual procedure, specified in a fee grid published from time to time by LCH SA on its Website.

**Section 3.1.11 Reporting requirements**

**Article 3.1.11.1**

LCH SA and the Clearing Member shall comply with their obligations to report the details of a Cleared Transaction and any modification or termination of such Cleared Transaction without duplication to a trade repository duly registered or recognised in accordance with EMIR, or if such a trade repository is not available, to the European Securities and Markets Authority, in accordance with the requirements of EMIR and at the times and in the manner set out in Section 5 of the Procedures.

**Article 3.1.11.2**

LCH SA shall submit any report required under Part 45 of the CFTC Regulations in respect of any Cleared Transactions, in accordance with Section 5 of the Procedures.

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## CHAPTER 2 – HOUSE ACCOUNT STRUCTURE

### Section 3.2.1 House Trade Account

#### Article 3.2.1.1

LCH SA shall open one House Trade Account for each Clearing Member.

#### Article 3.2.1.2

Registration of Cleared Transactions in a House Trade Account shall initially be made by LCH SA on the basis of the Transaction Data with respect to the relevant Original Transaction and amended to reflect any compression of Cleared Transactions pursuant TITLE III, [Chapter 3](#).

### Section 3.2.2 House Margin Account

#### Article 3.2.2.1

LCH SA shall open one House Margin Account for each Clearing Member for the purposes of risk calculation, as described in Title IV.

#### Article 3.2.2.2

House Cleared Transactions of a Clearing Member will be allocated to the House Margin Account of the Clearing Member, for the purposes of the determination of Open Positions registered in such House Margin Account.

#### Article 3.2.2.3

LCH SA shall calculate a Clearing Member's Open Positions registered in its House Margin Account by netting the Cleared Transactions which are allocated to the House Margin Account and which are of the same CDS Type.

### Section 3.2.3 House Collateral Account

#### Article 3.2.3.1

Cash Collateral provided by Clearing Members to satisfy its House Margin Requirement or to create House Excess Collateral, will be provided by way of full title transfer and will be held by LCH SA in accordance with Section 3 of the Procedures.

#### Article 3.2.3.2

At the option of each Clearing Member, and in accordance with Section 3 of the Procedures, Eligible Collateral may be transferred by the relevant Clearing Member to LCH SA to satisfy its House Margin Requirement or to create House Excess Collateral, either on a full title transfer basis pursuant to Article L. 440-7 of the French Monetary and Financial Code, or by way of a Belgian law security interest with no title transfer pursuant to the applicable provisions of Belgian law.

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### Article 3.2.3.3

LCH SA shall open one House Collateral Account for each Clearing Member for the purposes of identifying Collateral such Clearing Member has provided to satisfy its House Margin Requirement or to create House Excess Collateral.

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## CHAPTER 3 - COMPRESSION

### Section 3.3.1 General

#### Article 3.3.1.1

Subject to [Article 3.3.1.3](#), there will be no compression of Cleared Transactions unless requested by a Clearing Member in accordance with this [Section 3.3.1](#). Two methods are available to Clearing Members:

- (a) ad hoc compression which can be requested by any Clearing Member only in respect of Cleared Transactions which have already been registered in the TIW; or
- (b) automatic compression which can be set up by a Clearing Member in respect of:
  - (a) Cleared Transactions which have been novated as part of the Daily Backloading Cycle and/or Weekly Backloading Cycle but have not yet been registered in the TIW: such Cleared Transactions may be compressed with (x) other Cleared Transactions novated as part the same Daily Backloading Cycle or Weekly Backloading Cycle, as applicable, and/or (y) other Cleared Transactions already registered in the TIW; and/or
  - (b) Cleared Transactions already registered in the TIW.

The process and conditions for ad hoc compression and automatic compression are set out in further details in Section 5 of the Procedures.

#### Article 3.3.1.2

A request by a Clearing Member to effect compression in accordance with this [Section 3.3.1](#) and Section 5 of the Procedures, may only be made in relation to Cleared Transactions which are registered in the same Trade Account of such Clearing Member.

#### Article 3.3.1.3

As set out in Section 5 of the Procedures following a Credit Event in respect of any Cleared Transactions, other than a Restructuring Credit Event, LCH SA may compress Cleared Transactions to result in one or more Cleared Transaction(s) *per* CDS Type.

As set out in Section 5 of the Procedures following a Restructuring Credit Event in respect of any Cleared Transactions, LCH SA may compress Single Name Cleared Transactions to result in one or more Cleared Transaction(s) *per* CDS Type.

As set out Section 5 of in the Procedures following a DC Credit Event Announcement, if the Fallback Settlement Method applies in respect of any Cleared Transactions, LCH SA may compress Physically Settled Cleared Transactions to result in one or more Cleared Transactions *per* CDS Type.

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Following an Event of Default, TITLE IV, CHAPTER 3 of this CDS Clearing Rule Book shall prevail and apply in relation to all matters concerning aggregation, compression, set off, closing out and termination of Cleared Transactions.

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Article 3.3.1.4

In the event that a Clearing Member does elect for the compression of some or all of its Cleared Transactions in accordance with this Section 3.3.1 and Section 5 of the Procedures, such compression shall take place through termination of the relevant existing Cleared Transaction or Cleared Transactions of the same CDS Type in consideration for entry into a new replacement single Cleared Transaction.

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Article 3.3.1.5

Neither Article 3.3.1.1 nor Article 3.3.1.3 affects the definition, or calculation, of the Open Positions registered in each Margin Account of a Clearing Member, the Clearing Member's Margin Requirement, or the Clearing Member's Contribution Requirement.

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Article 3.3.1.6

LCH SA will reflect each compression in the records of the TIW on its own behalf and on behalf the relevant Clearing Members and/or Clients, in accordance with Section 5 of the Procedures.

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If the records of trades in the TIW do not reflect the Cleared Transactions to which a Clearing Member and LCH SA are party following compression, then LCH SA will correct the records of the TIW accordingly.

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Article 3.3.1.7

Where compression has taken place in respect of any Cleared Transactions, the accrued Fixed Amounts for the relevant Cleared Transactions shall be netted and the Fixed Amount for the Cleared Transaction resulting from the compression shall be determined by reference to the Cleared Transactions which were compressed.

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## TITLE IV

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## CHAPTER 1 - GENERAL PROVISIONS

### Section 4.1.1

#### Article 4.1.1.1

For each Clearing Member, all calculations and determinations (including calculation of the House Margin Requirement, Client Margin Requirement, House Variation Margin Requirement and Client Variation Margin Requirement) performed by LCH SA pursuant to Title IV, CHAPTER 2 and Sections 2 and 3 of the Procedures shall be undertaken separately in respect of its House Margin Account and each of its Client Margin Accounts,

notwithstanding that in respect of its Client Margin Accounts, LCH SA will:

- (a) require a Clearing Member to transfer Collateral to meet its Total Client Margin Requirement and/or make Cash Payments where the Total Client Variation Margin Requirement is due to LCH SA; and/or
- (b) make Cash Payments to a Clearing Member where the Total Client Variation Margin Requirement is due to such Clearing Member

in accordance with Sections 2 and 3 of the Procedures.

#### Article 4.1.1.2

LCH SA shall calculate the Margin Requirements on the basis of the Open Positions registered in each relevant Margin Account. Where applicable, LCH SA shall also take into account those positions corresponding to Irrevocable Backloading Transactions pre-registered in the Account Structure of such Clearing Member.

#### Article 4.1.1.3

Once a Cleared Transaction is terminated or duly settled in accordance with its terms, such Cleared Transaction will no longer be taken into account for the purposes of calculating the Margin Requirement for the relevant Margin Account of the Clearing Member.

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Notional and Collateral Check carried out by LCH SA in respect of Eligible Intraday Transactions comprising one or more Client Trade Leg(s).

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#### Article 4.2.2.2

If at any time, in respect of a Clearing Member:

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(a) its House Excess Collateral falls below its House Excess Collateral Threshold; and/or

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(b) its Client Collateral Buffer falls below its Client Collateral Buffer Threshold.

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LCH SA shall request the Clearing Member, at the next Collateral Call, to transfer Collateral equal to the House Excess Collateral Shortfall and the Client Collateral Buffer Shortfall.

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#### Article 4.2.2.3

A Clearing Member may increase the amount of:

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(a) House Excess Collateral;

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(b) in the case of a CCM:

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(a) CCM Client Excess Collateral recorded in a particular CCM Client Collateral Account; or

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(b) CCM Client Collateral Buffer,

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by transferring additional Collateral to LCH SA in accordance with Section 3 of the Procedures.

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If, when carrying out a Notional and Collateral Check in respect of the Client Trade Leg of an Eligible Intraday Transaction, LCH SA determines that there is insufficient Client Excess Collateral allocated to:

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(a) in the case of a CCM: the relevant CCM Client Account Structure; or

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(b) in the case of an FCM Clearing Member: the relevant FCM Client Margin Account,

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to enable the novation of such Client Trade Leg, but there is sufficient Available Client Collateral Buffer, an amount of the Available Client Collateral Buffer shall be "allocated" to:

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(a) in the case of a CCM: the relevant CCM Client Account Structure; or

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(b) in the case of an FCM Clearing Member: the relevant FCM Client Margin Account,

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in accordance with Section 2 of the Procedures, so as to satisfy the Intraday Novation Margin Requirement.

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#### Article 4.2.5.2

Variation Margin shall be payable by a Clearing Member or LCH SA, as applicable, at the same time as the Morning Call and First Intraday Call, except as otherwise provided for in the Procedures.

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LCH SA and each Clearing Member required to make a Cash Payment in relation to such Variation Margin shall do so by such times as set out in Section 3 of the Procedures.

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#### Section 4.2.6 Collateral

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#### Article 4.2.6.1

The list of Eligible Currencies and Eligible Collateral is set out in Section 3 of the Procedures. LCH SA may notify Clearing Members of any change to what constitutes Eligible Currencies or Eligible Collateral by publication of a Clearing Notice.

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#### Article 4.2.6.2

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On the specific written request of a Clearing Member, LCH SA shall ensure that the Risk Committee is consulted on the acceptance of any type of currency, security or other type of asset as an Eligible Currency or as Eligible Collateral as the case may be, provided that Applicable Law permits LCH SA to accept such currency, security or other asset as Collateral. If Applicable Law no longer permits any currency, security or other asset to be accepted by a LCH SA as Collateral, LCH SA shall amend the list of Eligible Currencies and Eligible Collateral in accordance with Article 1.2.2.4 (ii)(a).

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#### Article 4.2.6.3

- (a) A CCM shall post Cash Collateral and/or Eligible Collateral:
- (a) to satisfy the Margin Requirement(s) in respect of the Margin Accounts for each of its Account Structures;
  - (b) where such CCM wishes to maintain Collateral over and above that which is needed to satisfy the CCM Client Margin Requirement(s) in respect of the Margin Accounts for any of its CCM Client Account Structures, in the relevant CCM Client Collateral Account;
  - (c) where such CCM wishes to maintain Collateral over and above that which is needed to satisfy the CCM House Margin Requirement in the CCM House Collateral Account; and/or
  - (d) where such CCM wishes to maintain CCM Client Collateral Buffer in its Buffer Collateral Account;

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in accordance with the conditions set out in Section 3 of the Procedures.

- (b) An FCM Clearing Member shall post Cash Collateral and/or Eligible Collateral:



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- (a) to satisfy the Margin Requirement, in respect of each of its Margin Accounts;
  - (b) where such FCM Clearing Member wishes to maintain FCM Client Collateral Buffer, in the FCM Buffer Financial Account; and/or
  - (c) where such FCM Clearing Member wishes to maintain FCM House Excess Collateral, in the FCM House Collateral Account,
- in accordance with the conditions set out in Section 3 of the Procedures.

**Article 4.2.6.4**

- LCH SA may apply such haircuts to Eligible Collateral and such FX adjustments to Cash Collateral as set out on the Website in calculating (as applicable):
- (a) the Margin Balance for each Account Structure of a CCM;
  - (b) the Margin Balance for any FCM House Margin Account;
  - (c) the aggregate value of Collateral (excluding FCM Client Collateral Buffer) transferred by an FCM Clearing Member to LCH SA to meet its Total Client Margin Requirement for purposes of and to the extent relevant for determining the Margin Balance and the Legally Segregated Value for each FCM Client Margin Account of such FCM Clearing Member; and
  - (d) the value of the Client Collateral Buffer.

**Article 4.2.6.5**

Cash Collateral and Eligible Collateral transferred to LCH SA shall be held by LCH SA in accordance with Section 3 of the Procedures.

**Article 4.2.6.6**

- In providing any Eligible Collateral to LCH SA, a Clearing Member shall represent and warrant that:
- (a) the Clearing Member is the sole and beneficial owner of the assets making up such Eligible Collateral or, if an FCM Clearing Member provides Eligible Collateral for which it is not the sole and beneficial owner, such FCM Clearing Member has the right to grant to LCH SA a first security interest in and first priority and unencumbered first lien upon the assets making up such Eligible Collateral;
  - (b) none of the assets making up the Eligible Collateral for which the Clearing Member is the sole and beneficial owner are subject to any security interest, encumbrance or other third party interest (other than a lien routinely imposed on all securities in a clearing system in which any such Eligible Collateral may be held);
  - (c) the use or application of the Eligible Collateral by LCH SA will not breach Applicable Law or any obligations owed by such Clearing Member to any third party; and

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(d) it has the right, or will have the right at the time of their being credited to the relevant account, to transfer the Eligible Collateral to LCH SA for security purposes.

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## Section 4.2.7 Markit LCH Settlement Price

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### Article 4.2.7.1

LCH SA will use End of Day Contributed Prices, or if, for any reason whatsoever, such End of Day Contributed Prices are not available to LCH SA, other composite prices/spreads provided by the Index Publisher or such other prices/spreads as may be determined by the Risk Committee, for the purposes of any risk calculation performed by LCH SA pursuant to this CDS Clearing Rule Book including, without limitation, calculating and valuing a Clearing Member's Open Positions and calculating its Margin Requirement. The price/spread actually used by LCH SA to calculate the settlement prices for Cleared Transactions on either an end of day or intra-day basis shall be referred to as the "Markit LCH Settlement Price".

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### Article 4.2.7.2

Each Clearing Member is hereby authorised:

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(a) to use the Markit LCH Settlement Prices internally and solely in connection with its clearing functions;

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(b) in respect of a General Member: to provide Markit LCH Settlement Prices to those Clients with Open Positions registered in its corresponding Client Margin Accounts; provided that: (a) such distribution is at no cost; (b) the Markit LCH Settlement Prices are provided for use by such Clients internally and solely in connection with their clearing functions, (c) any permitted onward distribution to the Client's affiliates and clients is equivalently restricted, and (d) the Markit LCH Settlement Prices are identified as such.

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For the avoidance of doubt, "clearing functions" shall mean the validation of the Clearing Member's, or any relevant Clients', Margin Requirements and the calculation and valuation of the Clearing Member's, or any relevant Client's, Open Positions for the purposes of its own internal books and records.

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### Article 4.2.7.3

Each Clearing Member accepts that LCH SA, the Index Publisher and its data providers, specifically disclaim (i) all warranties or representations as to, and (ii) all liabilities whether in contract, tort (including, but not limited to, negligence) or otherwise in relation to, the quality, fitness for purpose, completeness or accuracy of the Markit LCH Settlement Prices.

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### Article 4.2.7.4

Should a Clearing Member breach the provisions of this Section 4.2.7, it shall indemnify LCH SA for any losses, costs, or expenses incurred by LCH SA as a result of that breach.

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#### Article 4.2.7.5

Each Clearing Member acknowledges and agrees that the Markit LCH Settlement Prices are provided “as is”, and that neither the Index Publisher nor any other person makes any representation or warranty related to the Markit LCH Settlement Prices nor shall the Index Publisher or any of its data providers have any liability, duty or obligation for or relating to the Markit LCH Settlement Prices, any errors, inaccuracies, omissions or delays in content, or for any actions taken in reliance thereon. In no event shall the Index Publisher or any of its data providers be liable for damages including, without limitation, damages resulting from lost data or lost profits or revenue, the costs of recovering such data, claims by third parties or for similar costs, or any special, incidental or consequential damages arising out of the use of the Markit LCH Settlement Prices.

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#### Article 4.2.7.6

Each Clearing Member hereby makes the Index Publisher an intended third party beneficiary of [Article 4.2.7.1](#) to [Article 4.2.7.5](#) above.

#### Article 4.2.7.7

In connection with the establishment and validation of an End of Day Contributed Price, each Price Contribution Participant shall, in accordance with process set out in Section 5 of the Procedures relating to End of Day Contributed Prices, enter into a CDS with another Price Contribution Participant following notification from LCH SA that they are required to do so and the terms on which such CDS should be executed. By the End of Day on the Price Contribution Day following receipt of such notification from LCH SA, the Price Contribution Participant shall evidence that such CDS has been entered into, as described in Section 5 of the Procedures.

#### Article 4.2.7.8

A General Member or a Select Member which has opted to be a Price Contribution Participant in accordance with Article 2.2.0.5 can delegate the performance of: (i) the submission of Market Data pursuant to Section 5 of the Procedures; and (ii) the entry into CDS pursuant to [Article 4.2.7.7](#) above to its Price Contribution Delegate.

Notwithstanding the due appointment of a Price Contribution Delegate, the General Member or the Select Member which has opted to be a Price Contribution Participant in accordance with Article 2.2.0.5 shall remain responsible to LCH SA for the due performance of its obligations under [Article 4.2.7.7](#) above and Section 5 of the Procedures.



where such Event is neither a Payment Failure nor Insolvency Proceedings occurring in respect of it, or in respect of any Parent, consider whether:

- (a) failing to determine that such Event constitutes an Event of Default would materially adversely impact the ongoing financial soundness or the proper performance of the CDS Clearing Service, or impact the solvency of LCH SA; and
- (b) determining that such Event constitutes an Event of Default would be proportionate in the given circumstances. In considering what constitutes "proportionate" action, LCH SA should have particular regard to whether another sanction could be imposed or alternative action taken by LCH SA in respect of the relevant Clearing Member pursuant to the CDS Clearing Documentation; and

notify the relevant Competent Authorities of such Event, provided that any failure to do so shall not affect the validity and effectiveness of a Default Notice issued by LCH SA in accordance with [Article 4.3.1.3](#).

#### Article 4.3.1.3

As soon as possible after LCH SA has determined that an Event should constitute an Event of Default in accordance with [Article 4.3.1.2](#), or LCH SA has made an Automatic Early Termination Event Stipulation, it shall:

- (a) issue a Default Notice;
  - in the event that the Defaulting Clearing Member is an FCM Clearing Member, confirm with the Defaulting Clearing Member the details of any FCM Clients who have instructed LCH SA to transfer, or terminate, close out and re-establish, their FCM Cleared Transactions to or with a BackUp Clearing Member in accordance with Regulation 4 of the FCM CDS Clearing Regulations and the CDS Default Management Process;
  - publish a Clearing Notice on the Website specifying the name of the Defaulting Clearing Member; and
  - notify the TIW and each Approved Trade Source System.

### Section 4.3.2 Measures in case of an Event of Default

#### Article 4.3.2.1

Following a determination that a particular Event should constitute an Event of Default, LCH SA:

- (a) shall issue a Default Notice; and if the Defaulting Clearing Member is a CCM, at, or around the same time, request the Defaulting Clearing Member to transfer its Client Pledged Eligible Collateral, if any, to LCH SA in accordance with the CDS Admission Agreement and Section 3 of the Procedures; and

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may, in co-ordination with the relevant **Competent Authority**(ies), as the case may be, take any measure it deems necessary in order to contain its exposure and to mitigate overall market effects, whether or not these measures are set out in the CDS Clearing Documentation.

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#### Article 4.3.2.2

LCH SA shall manage the impact of an Event of Default on Clearing Members and the CDS Clearing Service in accordance with the CDS Default Management Process and LCH SA, in taking any action pursuant to that process, shall consult with and consider guidance and advice from the CDS Default Management Group. The CDS Default Management Process and any procedures issued thereunder will be agreed by LCH SA in consultation with the CDS Default Management Committee.

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#### Article 4.3.2.3

Following the declaration of an Event of Default or the making of an Automatic Early Termination Event Stipulation and the issuance of a Default Notice, subject to [Article 4.3.2.5](#), LCH SA may take any of the following measures or any other measures that it deems necessary or useful in respect of the Defaulting Clearing Member, taking into account the Event which has occurred, the need to act promptly in the manner LCH SA thinks best to contain its exposure and the actions to be taken in accordance with the CDS Default Management Process:

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(a) in the case of a CCM, port some or all the Relevant Client Cleared Transactions and some or all of the Ported Collateral of the Defaulting Clearing Member to the appointed Backup Clearing Member in accordance with Clause 4.3 of the CDS Default Management Process and, in the case of an FCM, arrange for porting to take place in accordance with Regulation 4 of the FCM CDS Clearing Regulations and the CDS Default Management Process;

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terminate the Defaulting Clearing Member's membership of the CDS Clearing Service in accordance with [Article 2.4.2.1](#), it being specified that such termination shall not affect the Delegation, which will remain in full force and effect.

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enter into and register any new Original Transaction in the name, or for the account, of the Defaulting Clearing Member;

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suspend the Defaulting Clearing Member's ability to submit any new Original Transactions for clearing by LCH SA or those Original Transactions that LCH SA does not consider as contributing to reducing the risks of the Defaulting Clearing Member;

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impose an increased Margin Requirement in respect of any of the Margin Accounts of the Defaulting Clearing Member in order to secure the performance by the Defaulting Clearing Member of its obligations under the CDS Clearing Documentation;

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call for Collateral equal to the value of any shortfall in the Defaulting Clearing Member's Contribution, arising from the Event of Default, and the Additional Contribution Amount to be transferred to LCH SA;

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in the event that the Defaulting Clearing Member was a Matched Buyer for the purposes of Physical Settlement of a Cleared Transaction which was the subject of a Matched Pair, call for Collateral equal to the value of any claim by the corresponding Matched Seller under Sections 9.2(a), (b), (c)(i) or (c)(iv) of the 2003 ISDA Credit Derivatives Definitions, or Sections 11.2(a), (b), (c)(i) or (c)(iv) of the 2014 ISDA Credit Derivatives Definitions as applicable, in accordance with Section 6.18 of Part A, or Section 6.19 of Part B as applicable, of the CDS Clearing Supplement, to be transferred to LCH SA;

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declare any Cleared Transaction of the Defaulting Clearing Member, other than the Relevant Client Cleared Transactions which have been ported in accordance with Clause 4.3 of the CDS Default Management Process, to be terminated, declare one or more of the obligations of the Defaulting Clearing Member to be due and payable immediately, convert the delivery obligations of the Defaulting Clearing Member or LCH SA into payment obligations and/or set off all the reciprocal payment obligations of the Defaulting Clearing Member and LCH SA, so that these payment obligations will be deemed satisfied, in whole or in part, to the extent of the set-off;

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execute, for LCH SA's own account, hedging transactions including, without limitation, the purchase, exercise, sale or grant of Cleared Transactions;

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compress and/or liquidate, in respect of each Client Trade Account, any Non-Ported Cleared Transactions, and in respect of the House Trade Account, House Cleared Transactions of the Defaulting Clearing Member (and any hedging transactions executed in accordance with Article 4.3.2.30, in consultation with the CDS Default Management Group and in accordance with Regulation 4 of the FCM CDS Clearing Regulations (in the case of an FCM Clearing Member) and the CDS Default Management Process;

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obtain any advice, information or assistance from the Defaulting Clearing Member and/or any third party, as LCH SA may deem necessary for any matter arising out of or in connection with an Event of Default and at the expense of the Defaulting Clearing Member;

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liquidate the Collateral posted by the Defaulting Clearing Member in its House Collateral Account and in respect of any Non-Ported Cleared Transactions, to ensure the performance by the Defaulting Clearing Member of its obligations under the CDS Clearing Documentation;

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liquidate the Collateral posted by the Defaulting Clearing Member that is a CCM in respect of any CCM Gross Omnibus Segregated Account Structure for which all of the Relevant Client Cleared Transactions are not transferred to a single Backup Clearing Member in accordance with the CDS Client Clearing Default Management Process;

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liquidate the Available Client Collateral Buffer posted by the Defaulting Clearing Member, if any;

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liquidate the Collateral posted by the Defaulting Clearing Member that is an FCM Clearing Member in respect of its provision of the CDS Clearing Service to its FCM Clients in accordance with the FCM CDS Clearing Regulations to ensure the performance by the Defaulting Clearing Member of its obligations under the CDS Clearing Documentation;

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act in lieu of the Defaulting Clearing Member for performing its payment and/or delivery obligations under Cleared Transactions;

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impose upon the Defaulting Clearing Member a penalty for late delivery or payment, in the circumstances and at a rate set out by LCH SA;

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claim from the Defaulting Clearing Member Damages incurred in relation to the occurrence of an Event of Default or the processing of the Event of Default in accordance with this [Article 4.3.2.3](#) or the CDS Default Management Process; and/or

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enforce the security interest granted to LCH SA under, and in accordance with, the Pledge Agreement and/or, in the case of an FCM Clearing Member, Regulation 5 of the FCM CDS Clearing Regulations.

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Notwithstanding the foregoing, where an Automatic Early Termination Event Stipulation has been made by LCH SA in respect of a Clearing Member, the Defaulting Clearing Member Termination Date shall arise immediately prior to the Insolvency Proceedings in respect of such Clearing Member without the need for any other or prior notice.

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#### Article 4.3.2.4

Following the declaration of an Event of Default or the making of an Automatic Early Termination Event Stipulation and the issuance of a Default Notice, LCH SA shall return to the Defaulting Clearing Member, as applicable:

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(a) in the case of a CCM, any Collateral recorded as CCM Unallocated Client Collateral for the account of its Clients; or

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in the case of an FCM Clearing Member, any FCM Unallocated Client Excess Collateral.

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#### Article 4.3.2.5

Other than in the circumstance set out in [Article 4.3.2.6](#), LCH SA shall not enforce the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriation of the Defaulting Clearing Member's Pledged Eligible Collateral until such time as LCH SA has published a Clearing Notice, in accordance with [Article 1.2.2.8](#), giving effect to the relevant provisions of the Pledge Agreement regarding enforcement through appropriation. For the avoidance of doubt, any proposed modification to the CDS Clearing Documentation proposed by

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LCH SA, in connection with the issuance of a Clearing Notice contemplated by this [Article 4.3.2.5](#), shall be made in accordance with Section 1.2.2.

**Article 4.3.2.6**

If the Defaulting Clearing Member is a CCM and:

- (a) the Defaulting Clearing Member fails to transfer the Client Pledged Eligible Collateral to LCH SA within such period as LCH SA has specified in its request pursuant to [Article 4.3.2.1\(a\)](#); and

it has been determined that some or all of the Client Pledged Eligible Collateral is to be transferred to a Backup Clearing Member or, as the case may be, different Backup Clearing Members in accordance with Clause [4.3](#) of the CDS Default Management Process;

LCH SA shall enforce the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriation of the Defaulting Clearing Member's Client Pledged Eligible Collateral. Where only some of the Client Pledged Eligible Collateral is to be transferred to a Backup Clearing Member in accordance with Clause 4.3 of the CDS Default Management Process, LCH SA shall only appropriate the Client Pledged Eligible Collateral attributable to the CCM Individual Segregated Account Client(s) and their CCM Indirect Clients (if applicable), the CCM Net Omnibus Client Set(s) and/or the CCM Gross Omnibus Client Set(s) whose Relevant Client Cleared Transactions are to be transferred to a Backup Clearing Member.

**Article 4.3.2.7**

Where LCH SA elects to enforce the security interest granted to it under, and in accordance with, the Pledge Agreement, and/or in the case of an FCM Clearing Member in accordance with Regulation 5 of the FCM CDS Clearing Regulations LCH SA shall use all reasonable endeavours, taking into account prevailing market conditions, to realise the value of the Defaulting Clearing Member's Collateral as soon as is reasonably practicable and prior, wherever possible, to the commencement of Competitive Bidding pursuant to the CDS Default Management Process.

**Article 4.3.2.8**

Measures taken by LCH SA pursuant to [Article 4.3.2.3](#) or the CDS Default Management Process following the declaration of an Event of Default and issuance of a Default Notice by LCH SA shall be notified by LCH SA to the Defaulting Clearing Member and as LCH SA may deem necessary to any appropriate third parties.

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In the interests of efficient resolution, LCH SA may, at such point, make assumptions about that outcome, and proceed with the relevant action on that basis. Where any such assumptions have been made, LCH SA shall, on the completion of the default management processes in respect of all LCH Businesses, make such credits to the default funds relating to the LCH Businesses and such distributions to former Clearing Members as may be necessary to put the default funds and those firms which had contributed to such default funds at the time of the relevant default in the position that they would have been in if the correct outcomes had been used and the relevant assumptions had not been made.

In this [Article 4.3.3.1](#), "applying" shall mean the use, by LCH SA, of the listed resources and the corresponding discharge of its obligations to return an equivalent amount of such resources to the Defaulting Clearing Member and/or Non-Defaulting Clearing Members (as applicable) in accordance with the CDS Clearing Documentation, whether such discharge is through the operation of set-off against LCH SA's rights against the Defaulting Clearing Member pursuant to [Article 4.3.3.4](#), its rights pursuant to [Article 4.4.3.2](#), or otherwise as set out in this CDS Clearing Documentation. In respect of sub-paragraph (iii), an application of the LCH SA Contribution means an amount that LCH SA shall bear for its own account up to the amount of the LCH SA Contribution.

For the avoidance of doubt, any Damage incurred by LCH SA following, and in relation to, the declaration of an Event of Default shall not be reduced or covered by the CDS Client Clearing Entitlement as determined in accordance with Clause 4.4.3 of the CDS Default Management Process.

#### Article 4.3.3.2

In relation to [Article 4.3.3.1](#), where an Event of Default is declared in respect of a Clearing Member, (i) in the case of a CCM, any Collateral recorded in the relevant CCM Client Collateral Account and, in the case of a CCM Client Margin Account of a CCM Gross Omnibus Sub-Account Structure, in an amount equivalent to the CCM Gross Omnibus Sub-Account Balance attributable to that CCM Client Margin Account; or (ii) in the case of an FCM Clearing Member, the Legally Segregated Value recorded in the relevant FCM Client Financial Account, shall only be applied to cover Damage incurred by LCH SA attributable to the hedging or liquidation of the relevant Non-Ported Cleared Transactions and in the case of an FCM Clearing Member, in accordance with Regulation 6 of the FCM CDS Clearing Regulations.

#### Article 4.3.3.3

A Defaulting Clearing Member shall be liable for all Damage incurred by LCH SA, including any amounts payable by LCH SA in respect of the liquidation or hedging of its:

- (a) House Cleared Transactions; and/or
- Non-Ported Cleared Transactions;

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which arise out of or in connection with an Event of Default or where an Automatic Early Termination Event Stipulation has been made by LCH SA, as applicable. The Defaulting Clearing Member shall immediately, and in any event no later than the close of business on the Business Day following demand by LCH SA, make up any shortfall in its Contribution arising from the Event of Default. Any positive values arising from the liquidation of the Defaulting Clearing Member's House Cleared Transactions shall be for the account of the Defaulting Clearing Member and any positive values arising from the liquidation of the Defaulting Clearing Member's Non-Ported Cleared Transactions shall form part of the CDS Client Clearing Entitlement (subject to the determination of amounts due from the Defaulting Clearing Member to LCH SA pursuant to Article 4.3.3.4).

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Article 4.3.3.4

Following: (a) porting of Relevant Client Cleared Transactions and any Ported Collateral; and (b) liquidation of all of: (i) the House Cleared Transactions of the Defaulting Clearing Member, and (ii) Non-Ported Cleared Transactions in accordance with the CDS Default Management Process, LCH SA shall determine whether any amount is due to or from the Defaulting Clearing Member, taking into account:

(a) all costs and expenses for which the Defaulting Clearing Member is liable pursuant to the CDS Clearing Documentation;

any liability that LCH SA has to make payments to a Matched Seller (where the Defaulting Clearing Member was a corresponding Matched Buyer in respect of Physical Settlement of Cleared Transactions) in respect of any claim under Sections 9.2(a), (b), (c)(i) or (c)(iv) of the 2003 ISDA Credit Derivatives Definitions, or Sections 11.2(a), (b), (c)(i) or (c)(iv) of the 2014 ISDA Credit Derivatives Definitions as applicable, in accordance with Section 6.18 of Part A, or Section 6.19 of Part B as applicable, of the CDS Clearing Supplement;

any liability that LCH SA has to make payments to the Defaulting Clearing Member as a Matched Seller in respect of any claim by the Defaulting Clearing Member under Sections 9.2(a), (b), (c)(i) or (c)(iv) of the 2003 ISDA Credit Derivatives Definitions, or Sections 11.2(a), (b), (c)(i) or (c)(iv) of the 2014 ISDA Credit Derivatives Definitions as applicable, in accordance with Section 6.18 of Part A, or Section 6.19 of Part B as applicable, of the CDS Clearing Supplement; and

the right of the Defaulting Clearing Member to a return or repayment of any Collateral and/or any other sums due to it pursuant to this CDS Clearing Rule Book and the CDS Clearing Documentation (including return to an FCM Clearing Member of any FCM Unallocated Client Excess Collateral or FCM Available Client Collateral Buffer).

This calculation will be undertaken separately in respect of the Defaulting Clearing Member's House Trade Account and each of its Client Trade Accounts and LCH SA shall notify the Defaulting Clearing Member of the amount(s) which LCH SA owes to the Defaulting Clearing Member or the amount(s) that the Defaulting Clearing Member owes to LCH SA, as the case may be. For the

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avoidance of doubt, where an amount is payable by LCH SA to the Defaulting Clearing Member in respect of its House Trade Account, the balance of the House Collateral Account shall not be applied to meet the shortfall(s) in the relevant Client Collateral Account(s), if any.

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Any payments shall be due and payable on the Defaulting Clearing Member Termination Date.

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In the event that LCH SA retains amounts to cover any liability arising in connection with Section 6.18 of Part A, or Section 6.19 of Part B as applicable, of the CDS Clearing Supplement, in accordance with sub-paragraph Q above, LCH SA shall notify the corresponding Matched Seller and shall pay such amounts to the Matched Seller as soon as possible following the Defaulting Clearing Member Termination Date.

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#### Article 4.3.3.5

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To the extent that:

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(a) the porting of the Relevant Client Cleared Transactions of the Defaulting Clearing Member, pursuant to the CDS Default Management Process;

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liquidation of the Defaulting Clearing Member's House Cleared Transactions, pursuant to the CDS Default Management Process; or

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liquidation of the Non-Ported Cleared Transactions, pursuant to the CDS Default Management Process;

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requires new Cleared Transactions to be created in the TIW reflecting another Clearing Member as counterparty to the Cleared Transaction, LCH SA will have to submit these Cleared Transactions to DTCC in accordance with Article 3.1.10.2 (or Article 3.1.10.3, as the case may be), provided that LCH SA will submit any reports required under Part 45 of the CFTC Regulations in accordance with Section 5 of the Procedures.

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## CHAPTER 4 - CDS DEFAULT FUND

### Section 4.4.1 Purpose of the CDS Default Fund and Relevant Calculations

#### Article 4.4.1.1

The CDS Default Fund is established for the CDS Clearing Service only and is a default fund solely for Cleared Transactions and separate from the default fund(s) for LCH SA's other clearing services. Contributions shall only be applied by LCH SA in accordance with [Article 4.3.3.1](#) following its determination of an Event of Default with respect to a Clearing Member pursuant to [Article 4.3.1.2](#) or the making of an Automatic Early Termination Event Stipulation and where the resources listed in [Article 4.3.3.1](#) (i) and (ii) are insufficient to cover the losses incurred by LCH SA as a result of such Event of Default.

To the extent a Defaulting Clearing Member is a member of another clearing service(s) provided by LCH SA, the Contribution and the Additional Contribution Amount of such Defaulting Clearing Member may additionally be used in accordance with the rules applicable to such other clearing service(s), provided, and only to the extent, that the Defaulting Clearing Member's Contribution and its Additional Contribution Amount have not been exhausted through the application of resources pursuant to [Article 4.3.3.1](#)(ii)(a).

Where the balance of a Defaulting Clearing Member's Contribution and/or its Additional Contribution Amount is used, in accordance with the rules applicable to another clearing service(s) provided by LCH SA, such use shall give rise to a corresponding discharge of LCH SA's obligations (whether through the operation of set off pursuant to [Article 4.3.3.4](#) or otherwise pursuant to the CDS Clearing Documentation) to return an equivalent amount of such resources to the Defaulting Clearing Member in accordance with the CDS Clearing Documentation

#### Article 4.4.1.2

The funded portion of the CDS Default Fund shall be equal to the sum of the theoretical losses caused by an Event of Default occurring in respect of the Clearing Members that are responsible for the two highest daily Member Uncovered Risks over the last sixty Clearing Days plus a buffer equal to 10 percent (i.e. the Combined Unmargined Risk), calculated in accordance with Section 6 of the Procedures or such other methodology as may be determined by LCH SA after consultation with the Risk Committee.

Notwithstanding the above, the funded portion of the CDS Default Fund may be capped at a specific amount, as set out in Section 6 of the Procedures, and shall not be less than the floor amount established in Section 6 of the Procedures. The method for calculating the Combined Unmargined Risk is set forth in Section 6 of the Procedures.

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**Article 4.4.1.3**

Subject to Section 6 of the Procedures, a Clearing Member's Contribution shall be equal to the greater of:

- (a) such Clearing Member's proportionate share of the CDS Default Fund Amount, each Clearing Member's proportionate share being based on its Initial Margin(s) calculated in respect of that Clearing Member's Account Structure over the last sixty Clearing Days; and
- (b) a minimum contribution of EUR10,000,000.

Further detail regarding the method for calculating each Clearing Member's Contribution is set out in Section 6 of the Procedures.

For each Clearing Member where the initial calculation of its Contribution yields an amount greater than the minimum contribution amount set out in sub-paragraph (ii) above, LCH SA shall recalculate the Contribution Requirement of such Clearing Member such that each Clearing Member's Contribution Requirement is a proportionate share of the CDS Default Fund Calculation Amount.

**Article 4.4.1.4**

Each Clearing Member has an unconditional obligation during any CDS Post-Default Period to pay a single Additional Contribution Amount to the CDS Default Fund if required to do so by LCH SA, calculated as of the date LCH SA makes a call on the CDS Default Fund in accordance with Section 6 of the Procedures. Each Clearing Member will pay such Additional Contribution Amount by such time specified in Section 6 of the Procedures. The Additional Contribution Amount may be called by LCH SA during any CDS Post-Default Period in one or more drawdowns, subject that the aggregate amount paid by a Clearing Member shall not exceed that Clearing Member's Additional Contribution Amount during such CDS Post-Default Period.

**Article 4.4.1.5**

LCH SA shall calculate the CDS Default Fund Amount and each Clearing Member's Contribution Requirement on:

- (a) the fourth Business Day of each month; and
- (b) any Business Day should the largest two losses on that day described in [Article 4.4.1.2](#) above change by more than 5% from the calculation date,

in each case other than during a CDS Post-Default Period.

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**Article 4.4.1.6**

LCH SA shall also recalculate the CDS Default Fund Amount and each Clearing Member's Contribution Requirement on the first Business Day following either:

- (a) the final calendar day of a CDS Post-Default Period; or
- (b) a Clearing Member Termination Date which is other than in a CDS Post-Default Period.

**Article 4.4.1.7**

Following any recalculation of the CDS Default Fund Amount, LCH SA shall, within one Business Day, provide a notice to each Clearing Member detailing its revised Contribution Requirement. The notice shall specify the amount of any Contribution Shortfall or any Contribution Excess that is to be returned. Where there is a Contribution Shortfall, a Clearing Member shall transfer to LCH SA additional Cash Collateral within two Business Days after delivery of such notice so that the Contribution Balance has a value at least equal to the revised Contribution Requirement. Where there is a Contribution Excess, the Clearing Member may request that a return of Cash Collateral be made by LCH SA, in which case LCH SA shall return such Cash Collateral according to the conditions and timetable set forth in Section 6 of the Procedures.

**Article 4.4.1.8**

If a Clearing Member is subject to a material change in its business such that the Clearing Member's Member Uncovered Risk is increased by 10% or more in accordance with Section 4.2.1, LCH SA may recalculate the Contribution Requirement of such Clearing Member. In such circumstances, LCH SA may calculate the CDS Default Fund Amount and that Clearing Member's Contribution Requirement on the day such Clearing Member's Member Uncovered Risk is increased and, if the Clearing Member's Contribution Requirement has increased since the last calculation performed by LCH SA, LCH SA may notify such Clearing Member of its increased Contribution Requirement, and the Clearing Member shall transfer to LCH SA additional Collateral within two Business Days after delivery of such notice so that the Contribution Requirement is at least met.

Nothing in the foregoing shall permit LCH SA to increase the Contribution Requirement of a Clearing Member whose aggregate amount of Initial Margin(s) calculated in respect of that Clearing Member's Account Structure has not increased.

**Article 4.4.1.9**

If, during a CDS Post-Default Period, LCH SA determines that an increased Contribution Requirement is required pursuant to Article 4.4.1.8, the Clearing Member may elect to treat LCH SA's notification of an increased Contribution Requirement and Contribution Shortfall as notice of an increased House Margin Requirement and a House Margin Shortfall. In such case, the Clearing Member shall transfer to LCH SA Collateral equal to the value of the House Margin Shortfall for the remainder of the CDS Post-Default Period, subject that, on the first Business Day following the

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end of the CDS Post-Default Period, such Collateral shall be separately recorded as having been transferred to LCH SA to satisfy its increased Contribution Requirement.

For the avoidance of doubt:

- (a) if the Clearing Member elects to transfer Collateral equal to the value of the Margin Shortfall, such Collateral shall only be available to cover losses incurred by LCH SA, as provided in the CDS Clearing Rules, following the occurrence of an Event of Default in respect of such Clearing Member and there shall be no effect on such Clearing Member's Contribution during the CDS Post-Default Period; and
- (b) the Clearing Member's Contribution Requirement shall be recalculated on the first Business Day following the final calendar day of the CDS Post-Default Period, as described in [Article 4.4.1.6](#).

**Article 4.4.1.10**

Following delivery of a notice by LCH SA in accordance with [Article 4.4.1.7](#) or [Article 4.4.1.8](#), the Additional Contribution Amount shall be revised to be an unfunded amount equal to the amount of such Clearing Member's increased Contribution Requirement, regardless of whether such Clearing Member has elected to transfer to LCH SA Collateral equal to the value of the Margin Shortfall until the end of the CDS Post-Default Period, pursuant to [Article 4.4.1.8](#).

**Article 4.4.1.11**

In the event that the board of directors of LCH SA makes one or more changes to the methodology for calculating the CDS Default Fund that collectively result in the CDS Default Fund Amount increasing by 20% or more in a period of not more than 30 calendar days, such changes to the methodology shall collectively be effective on the earlier of:

- (a) the 20th Business Day following the date LCH SA delivers notice of such changes to the Clearing Members; and
- (b) if such changes are due to Applicable Law and a shorter period is necessary to comply with such Applicable Law, the date reasonably determined by LCH SA in consultation with the Risk Committee (which shall be no less than two Clearing Days following delivery of notice of such changes to the Clearing Members).

Clearing Members shall transfer to LCH SA any Collateral equal to the value of the Contribution Shortfall on or prior to the date such changes are effective.

**Article 4.4.1.12**

Upon receipt of notice, pursuant to [Article 4.4.1.11](#), a Clearing Member may deliver a Membership Termination Notice to LCH SA in accordance with [Article 2.4.2.2\(ii\)](#).

In the event such Membership Termination Notice is delivered to LCH SA prior to the effectiveness of the changes to the methodology for calculating the CDS Default Fund, as

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determined in accordance with [Article 4.4.1.11](#), the Clearing Member's Contribution Requirement shall remain at the level determined prior to when the changes to the methodology were made for the duration of the Membership Termination Notice Period. If, however, the Clearing Member Termination Date does not arise within 25 Business Days following the date on which such Clearing Member delivered its Membership Termination Notice or the Membership Termination Notice is withdrawn pursuant to [Article 2.4.2.5](#), then such Clearing Member will be required to satisfy its Contribution Requirement in full, calculated based on the then-current methodology.

**Article 4.4.1.13**

For the avoidance of doubt, nothing in [Article 4.4.1.11](#) or [Article 4.4.1.12](#) shall apply to any increase to the CDS Default Fund resulting from periodic calculations of the CDS Default Fund, pursuant to [Article 4.4.1.5](#) or [Article 4.4.1.6](#), or any increase in a Clearing Member's Contribution pursuant to [Article 4.4.1.7](#) or [Article 4.4.1.8](#), or increase in a Clearing Member's Additional Contribution Amount, pursuant to [Article 4.4.1.9](#).

**Section 4.4.2 Contribution to the CDS Default Fund**

**Article 4.4.2.1**

A Clearing Member is obliged to make its Contribution by transferring Cash Collateral to LCH SA. A Clearing Member must make its Contribution in accordance with Section 6 of the Procedures.

**Article 4.4.2.2**

A Clearing Member's initial Contribution to the CDS Default Fund shall be made on the later of:

- (a) the Business Day on or immediately following the calendar day on which the CDS Admission Agreement is executed by LCH SA and the Clearing Member; and
- (b) the Business Day preceding the day of the submission by a Clearing Member of its first Original Transaction.

**Article 4.4.2.3**

The list of Eligible Currencies is set out in Section 6 of the Procedures. LCH SA may notify Clearing Members of any change to what constitutes Eligible Currencies by publication of a Clearing Notice.

**Article 4.4.2.4**

On the specific written request of a Clearing Member, LCH SA shall ensure that the Risk Committee is consulted on the acceptance of any type of currency as Eligible Collateral where Applicable Law permits a clearing house to accept such currency. If Applicable Law no longer permits any currency, to be accepted by a clearing house, LCH SA shall amend the list of Eligible Currencies in accordance with [Article 1.2.2.4\(b\)\(a\)](#).

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The Collateral transferred to LCH SA for the purposes of a Clearing Member's Contribution Requirement shall be held by LCH SA and segregated from any Collateral recorded in a Collateral Account of such Clearing Member.

### Section 4.4.3 Application of the CDS Default Fund, Replenishment and Multiple Defaults

#### Article 4.4.3.1

Clearing Members' Contributions may be applied by LCH SA, pursuant to [Article 4.3.3.1](#) and [Article 4.3.3.2](#), in order to mitigate any Damage to LCH SA arising out of or in connection with an Event of Default. If LCH SA declares an Event of Default in respect of more than one Clearing Member simultaneously or in close sequence, LCH SA may, if it so chooses, manage each Event of Default separately under TITLE IV, [CHAPTER 3](#) and TITLE IV, [CHAPTER 4](#) to the extent permitted under Applicable Law.

#### Article 4.4.3.2

In the event the CDS Default Fund is applied by LCH SA pursuant to [Article 4.3.3.1](#), each Clearing Member's Contribution or Additional Contribution Amount, as applicable, shall be applied in the order set out in [Article 4.3.3.1](#), and in respect of each sub-paragraph, as set out in the relevant sub-paragraph of [Article 4.3.3.1](#), on a *pro rata* basis by reference to the ratio such Clearing Member's Contribution bears to the aggregate CDS Default Fund.

Where LCH SA does so apply a Clearing Member's Contribution or Additional Contribution Amount pursuant to sub-paragraphs (ii), (iv), (v) or (vi) of [Article 4.3.3.1](#), its obligation to redeliver any Collateral reflecting such Clearing Member's Contribution or Additional Contribution Amount shall be reduced on the value of the amount so applied and such action will constitute a full and final discharge of LCH SA's obligation to return the relevant amount of such Collateral.

#### Article 4.4.3.3

Upon the occurrence of an Event of Default with respect to a Clearing Member, a CDS Post-Default Period shall commence and shall last for the period from and including the issuance of the Default Notice to and including the day 25 Business Days thereafter. If any Default Notice is issued by LCH SA at any point during a CDS Post-Default Period, the end of the relevant CDS Post-Default Period shall be extended to the 25th Business Day following the issuance of the last Default Notice issued during such period (as may be extended pursuant to this [Article 4.4.3.3](#)).

#### Article 4.4.3.4

During a CDS Post-Default Period, regardless of the number of Default Notices that are issued by LCH SA, LCH SA shall not be permitted to require a Clearing Member to transfer Collateral to LCH SA to meet any Contribution Requirement (including, for the avoidance of doubt, owing to any recalculation of the size of the CDS Default Fund or the Clearing Member's proportionate share of the CDS Default Fund or a replenishment of the Clearing Member's Contribution) other than to

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the extent that such Clearing Member is requested to pay its Additional Contribution Amount, calculated in accordance with [Article 4.4.1.4](#), subject to amendments pursuant to [Article 4.4.1.9](#), as the case may be.

#### Article 4.4.3.5

Following the expiration of a CDS Post-Default Period, LCH SA shall notify each Clearing Member of the amount of its Contribution and Additional Contribution Amount, as may be revised pursuant to [Article 4.4.1.5](#). Prior to the expiration of a CDS Post-Default Period, and where the resources referred to in [Article 4.3.3.1](#) (vi) have been applied to reduce the Damage referred to in [Article 4.3.3.1](#), LCH SA may agree with some or all Clearing Members that such Clearing Members shall contribute additional funds to the CDS Default Fund prior to the expiration of the CDS Post-Default Period.

For the avoidance of doubt, nothing in this [Article 4.4.3.5](#) shall oblige a Clearing Member to contribute additional funds prior to the expiration of the CDS Post-Default Period.

#### Article 4.4.3.6

The LCH SA Contribution shall be deposited with an EEA Credit Institution or the Banque de France and shall only be applied pursuant to the waterfall process as described in the CDS Clearing Documentation. In the event it becomes necessary to apply all or part of the LCH SA Contribution pursuant to [Article 4.3.3.1](#) (iii) LCH SA shall be required to restore its LCH SA Contribution to an amount of Euro 20 million within one Business Day following the final calendar day of the expiration of the related CDS Post-Default Period.

The LCH SA Contribution shall be limited to an aggregate maximum of Euro 20 million during a CDS Post-Default Period regardless of the number of Default Notices that are issued during such CDS Post-Default Period.

#### Article 4.4.3.7

LCH SA will promptly report to each Clearing Member, and account for, any withdrawals made from the CDS Default Fund.

#### Article 4.4.3.8

If the CDS Default Fund has been applied by LCH SA in accordance with [Article 4.3.3.1](#), LCH SA shall reimburse the Clearing Members (irrespective of whether they remain Clearing Members at the time of the recovery) and LCH SA in reverse order of the resources listed at [Article 4.3.3.1](#) as applied and, in relation to the Contributions and/or Additional Contribution Amounts of Clearing Members in proportion to each Clearing Member's Contribution and/or Additional Contribution Amount so applied, in respect of:

- (a) any amounts received from the Defaulting Clearing Member as a result of LCH SA being a creditor of the Defaulting Clearing Member in the context of Insolvency Proceedings or otherwise, other than in respect of sums due to LCH SA; or

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(b) any other amounts howsoever obtained or recovered in the course of LCH SA's operation of the CDS Default Management Process or which are otherwise referable to the Defaulting Clearing Member,

in each case net of any related expenses incurred by LCH SA or other sums owing to LCH SA by the Defaulting Clearing Member in connection with the CDS Clearing Service. For the avoidance of doubt, nothing in this [Article 4.4.3.8](#) shall oblige LCH SA to pursue any litigation or other action in order to recover the amounts contemplated above and if another default fund of LCH SA has also been applied as a result of the Defaulting Clearing Member's default, any amounts recovered shall be applied pari passu as between the relevant default funds.

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## CDS CCM CLIENT CLEARING SERVICES

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## CHAPTER 1 - GENERAL PROVISIONS

### Section 5.1.1 Provision of CDS Client Clearing Services

#### Article 5.1.1.1

Any CCM may offer CDS Client Clearing Services to a CCM Client after obtaining confirmation from LCH SA it has duly filed and submitted all the documentation and information required pursuant to Section 1 of the Procedures. Pursuant to EMIR, an Affiliate of a CCM shall be treated as a CCM Client.

#### Article 5.1.1.2

CDS Client Clearing Services may be provided by a CCM to its CCM Clients on whatever terms the CCM decides should apply provided, however, that:

(a) if that CCM is a Select Member, it shall not provide CDS Client Clearing Services to any CCM Client;

(b) each CCM shall, before providing CDS Client Clearing Services to any client, ensure that it has entered into a CDS Client Clearing Agreement pursuant to which the CCM Client agrees, among others, to be bound by the Mandatory Client Clearing Provisions;

(c) Client Cleared Transactions, Collateral provided by a CCM to LCH SA in respect of Client Cleared Transactions and CCM Client Excess Collateral if any, shall always be separately identified by the CCM to LCH SA, in accordance with Section 3 of the Procedures; and

(d) each CCM shall be obliged to provide LCH SA with any information that LCH SA may reasonably require in relation to the CDS Client Clearing Services provided by that CCM to its CCM Clients.

#### Article 5.1.1.3

The following provisions shall constitute the Mandatory Client Clearing Provisions:

(a) the receipt of CDS Clearing Services from the CCM, which result in the registration of Client Cleared Transactions within such CCM's CCM Client Trade Account(s), will be governed by the applicable provisions of the CDS Clearing Documentation and the CDS Client Clearing Agreement;

(b) upon LCH SA's registration of Client Cleared Transactions within the CCM Client Account Structure of the relevant CCM (whether following a novation pursuant to Title III, Chapter 1, transfer of Client Cleared Transactions pursuant to Title V, Chapter 3 or porting of Relevant Client Cleared Transactions pursuant to the CDS Client Clearing DMP):

(a) a client transaction having the same economic terms as the Client Cleared Transaction will be deemed to arise under the CDS Client Clearing Agreement (a "Deemed Client Transaction") whereby: (x) if the CCM is a CDS Seller under a

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Client Cleared Transaction, such CCM shall be a CDS buyer, and the CCM Client shall be the CDS seller, under the Deemed Client Transaction; and (y) if the CCM is a CDS Buyer under a Client Cleared Transaction, such CCM shall be the CDS seller, and the CCM Client shall be the CDS buyer, under the Deemed Client Transaction, and in each case such that the CCM Client will remain in the same economic position as it had in relation to the original transaction that it entered into; and

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(b) where the Receiving Clearing Member receives Client Assets or the Backup Clearing Member receives Ported Collateral in connection with the registration of such Client Cleared Transaction, the CCM Client shall be deemed to have provided equivalent collateral in relation to the corresponding Deemed Client Transaction in such form as is agreed between the CCM and the CCM Client;

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(c) upon the transfer of a Client Cleared Transaction to a Receiving Clearing Member in accordance with Title V, Chapter 3, the corresponding Deemed Client Transaction shall:

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(a) be terminated for zero value; and

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(b) in the event that Client Assets are transferred at or around the same time, in accordance with the CDS Clearing Rules, to the Receiving Clearing Member, the collateral relating to the terminated Deemed Client Transaction shall be deemed to have been returned to the CCM Client;

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(d) upon the porting of a Relevant Client Cleared Transaction to a Backup Clearing Member in accordance with the CDS Client Clearing DMP, the corresponding Deemed Client Transaction shall:

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(a) be terminated at the same value as the value given to the Client Cleared Transaction ported from the CCM Client Account Structure of the Defaulting Clearing Member; and

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(b) in the event that Ported Collateral is transferred at or around the same time, in accordance with the CDS Clearing Rules, to the Backup Clearing Member, the collateral relating to the terminated Deemed Client Transaction shall be deemed to have been returned to the CCM Client;

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(e) where a Client Cleared Transaction is liquidated in accordance with the CDS Client Clearing DMP, the corresponding Deemed Client Transaction shall be simultaneously terminated and valued using the methodology set out in the CDS Client Clearing DMP;

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(f) the CCM Client irrevocably consents to the benefit of the Delegation by which, under the CDS Admission Agreement, the CCM has delegated to LCH SA the obligation to pay to the CCM Client an amount equal to the CDS Client Clearing Entitlement, calculated in respect of each such CCM Client, if any. The Delegation is a délégation imparfaite governed by articles 1275 et seq. of the French Civil Code and the CDS Clearing Documentation. Accordingly, the CCM Client irrevocably acknowledges that, upon LCH SA's payment to the

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CCM Client under the Delegation, the CCM is discharged pro tanto from paying to the Client an amount equal to the CDS Client Clearing Entitlement automatically without further notice;

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(g) the Client undertakes to return to the CCM any amounts received from LCH SA pursuant to the Delegation where such amounts exceed the amount which is due from the CCM to the CCM Client in relation to the clearing of CDS through the CDS Clearing Service in accordance with the CDS Client Clearing Agreement;

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(h) following an LCH Default, each Deemed Client Transaction shall be valued using the methodology set out in Articles 1.3.1.4 to 1.3.1.6 and closed out simultaneously with the corresponding Client Cleared Transaction;

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(i) where compression of Client Cleared Transactions is undertaken by LCH SA in accordance with Title III, Chapter 3, equivalent compression of the associated Deemed Client Transactions will be undertaken by the CCM;

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(j) LCH SA is authorised to make disclosure of information in accordance with the applicable provisions of the CDS Clearing Documentation;

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(k) the CCM Client represents that it shall comply at all times with the CDS Clearing Documentation as it applies to the CCM Client and shall not act so as to cause, whether directly or indirectly, a breach of the CDS Clearing Documentation;

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(l) save in the context of the Delegation and its right to receive an amount equal to the CDS Client Clearing Entitlement, the CCM Client has no contractual nexus with LCH SA and is not deemed to be party to, or participant in, the CDS Clearing Documentation;

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(m) LCH SA will;

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(a) rely on the latest documentation and information received by LCH SA from the CCM, in accordance with Title 2, Chapter 2 and Section 1 of the Procedures, for the purpose of the payment of the relevant CDS Client Clearing Entitlement to the Client; and

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(b) have no liability provided it has relied on such latest documentation and information;

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(n) where Collateral is transferred by the CCM in satisfaction of the applicable CCM Client Margin Requirement, the CCM Client shall not be entitled to assert any claim to the Collateral in circumstances where the assertion of such a claim would delay or inhibit the disposal of such Collateral by LCH SA and/or the application of the proceeds of sale of such Collateral in accordance with the provisions of the CDS Clearing Documentation and Applicable Law;

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(o) LCH SA deals only with the CCM and the CCM Client shall have no right or authority to deal directly with LCH SA or to request any information from LCH SA save as otherwise provided by the CDS Clearing Documentation or any Applicable Law;

(p) the Client shall answer, and authorises the CCM to answer, inquiries made by LCH SA concerning the CDS Client Clearing Services pursuant to Articles L. 440-10 and L. 511-33 of the French Monetary and Financial Code;

(q) to the extent the Markit LCH Settlement Prices are provided to the CCM Client, the Client shall:

(a) use such Markit LCH Settlement Prices internally and solely in connection with its clearing functions; and

(b) only be permitted to provide the Markit LCH Settlement Prices to an affiliate or a client of its own if: (1) it does so at no cost; (2) the Markit LCH Settlement Prices are provided for the affiliate or client to use internally and solely in connection with their respective clearing functions; and (3) the Markit LCH Settlement Prices are identifiable as such;

For the avoidance of doubt, "clearing functions" shall mean the validation of the CCM Client's Margin Requirement (or any margin requirement applicable to the CCM Client's affiliate or client) and the calculation and valuation of the CCM Client's Open Positions (or the net open positions of the CCM Client's affiliate or client) for the purposes of its own internal books and records;

(r) the CCM Client agrees to indemnify and hold the CCM and/or LCH SA harmless from and against any and all loss, liability, damage, cost, penalty, fine, tax or expense (including, without limitation, reasonable attorney's fees, costs of collection, and any reasonable cost incurred in successfully defending against any claim) incurred by the CCM and/or LCH SA in connection with the indirect clearing arrangement referred to in Article 5.1.3.1 below and/or in connection with the provisions of the CDS Clearing Documentation applicable to indirect clearing and in particular Article 5.1.3.1, Article 5.4.1.1, Article 5.4.1.2 and Article 5.4.1.3 below; and

(s) in respect of CCMs intending to allow their CCM Individual Segregated Account Clients to provide indirect clearing services to their own clients in relation to the CDS Clearing Service:

(a) if the CCM Client intends to provide indirect clearing services to its own clients in relation to the CDS Clearing Service, it shall, before providing such indirect clearing services, ensure that the indirect clearing arrangement it intends to enter into with its own clients (x) is legally enforceable; and (y) contains, among others, the Mandatory Indirect Client Clearing Provisions set out in Article 5.1.3.2; and

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(b) where a CCM Client has CCM Indirect Clients, the CCM Client:

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(x) must promptly put into effect any requirement imposed upon it by LCH SA or the CCM in relation to the indirect clearing arrangements in place with the CCM Indirect Clients; and

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(y) must make all information reasonably requested by the CCM (as a result of a request made by LCH SA to the CCM) available to the CCM upon demand.

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### Section 5.1.2 CDS Client Clearing DMP and Delegation

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#### Article 5.1.2.1

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Clause 4 of the CDS Client Clearing DMP sets out the process for: (i) porting Relevant Client Cleared Transactions and Ported Collateral; and/or (ii) liquidating Non-Ported Cleared Transactions and calculating the CDS Client Clearing Entitlement for each Client, of a Defaulting Clearing Member.

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#### Article 5.1.2.2

Each CCM has irrevocably delegated LCH SA, in favour of each of its CCM Clients, in the payment to each of its CCM Clients of an amount equal to the CDS Client Clearing Entitlement calculated in respect of each of its CCM Clients, if any. The Delegation is a *délégation imparfaite* governed by articles 1275 *et seq.* of the French Civil Code and the CDS Clearing Documentation. Accordingly, the CCM irrevocably acknowledges that:

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(a) it has directed LCH SA to pay to each of its CCM Clients, an amount equal to the relevant CDS Client Clearing Entitlement, if positive; and

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(b) upon LCH SA paying the amount due in accordance with the Delegation to each CCM Client of the CCM, LCH SA shall irrevocably be discharged pro tanto from paying an amount equal to the relevant CDS Client Clearing Entitlement to the CCM automatically without further notice;

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For the avoidance of doubt, this Delegation shall not restrict or otherwise prejudice the entitlement of the CCM to any Collateral in relation to its CCM House Margin Account save as expressly provided above.

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### Section 5.1.3 Indirect clearing

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#### Article 5.1.3.1

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A CCM which intends to allow its CCM Individual Segregated Account Clients to provide indirect clearing services to their own clients in relation to the CDS Clearing Service shall first:

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(a) put in place appropriate procedures to ensure that the contractual terms of the indirect clearing arrangement intended to be entered into with its CCM Individual Segregated

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Account Clients which intend to provide indirect clearing services to its own clients (x) are legally enforceable in the relevant jurisdictions, (y) comply with the requirements of EMIR and (z) are consistent with the terms of the CDS Clearing Documentation; and

- (b) request LCH. Clearnet SA (as set out in Section 1 of the Procedures) to open a single CCM Indirect Client Segregated Account Structure in respect of all the CCM Indirect Clients of any particular CCM Individual Segregated Account Client who intends to receive indirect clearing services in respect of the CDS Clearing Service.

LCH SA shall not incur any liability in connection with any indirect clearing arrangement entered into between a CCM Individual Segregated Account Client and a CCM Indirect Client.

#### Article 5.1.3.2

The following provisions shall constitute the Mandatory Indirect Client Clearing Provisions;

- (a) the CCM Indirect Client warrants that it understands, acknowledges and agrees to all rights and obligations relevant to the provision of CDS Clearing Services with respect to CCM Indirect Clients, under the CDS Clearing Rules;
- (b) the CCM Indirect Client shall make all information reasonably requested by its CCM Individual Segregated Account Client (as a result of a request made by LCH SA to the CCM of such CCM Individual Segregated Account Client) available to its CCM Individual Segregated Account Client upon demand;
- (c) the CCM Indirect Client acknowledges that LCH SA is authorised to make disclosure of information in accordance with the applicable provisions of the CDS Clearing Documentation;
- (d) the CCM Indirect Client represents that it shall comply at all times with the CDS Clearing Documentation as it applies to the CCM Indirect Client and shall not act so as to cause, whether directly or indirectly, a breach of the CDS Clearing Documentation;
- (e) the CCM Indirect Client has no contractual nexus with LCH SA and is not deemed to be party to, or participant in, the CDS Clearing Documentation;
- (f) where Collateral is transferred by the CCM in satisfaction of the applicable CCM Client Margin Requirement, the CCM Indirect Client shall not be entitled to assert any claim to the Collateral in circumstances where the assertion of such a claim would delay or inhibit the disposal of such Collateral by LCH SA and/or the application of the proceeds of sale of such Collateral in accordance with the provisions of the CDS Clearing Documentation and Applicable Law; and
- (g) LCH SA deals only with the CCM and the CCM Indirect Client shall have no right or authority to deal directly with LCH SA (and as a result LCH SA shall not incur any liability whatsoever towards the CCM Indirect Client) or to request any information from LCH SA

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save as otherwise expressly provided for by the CDS Clearing Documentation or by any Applicable Law.

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CHAPTER 2 - CCM CLIENT ACCOUNT STRUCTURE

Section 5.2.1 General Provisions

Article 5.2.1.1

A CCM is permitted to offer each of its clients the choice between the following categories of CCM Client Account Structures;

- (a) a CCM Individual Segregated Account Structure;
(b) a CCM Net Omnibus Segregated Account Structure; and
(c) a CCM Gross Omnibus Segregated Account Structure.

For the avoidance of doubt, a single CCM Client is not permitted to be allocated, at the same time, to (i) more than one CCM Client Account Structure of the same CCM and (ii) within a CCM Gross Omnibus Segregated Account Structure, more than one CCM Gross Omnibus Sub-Account Structure.

Article 5.2.1.2

A CCM may have as many CCM Client Account Structures as it requires.

Within a CCM Gross Omnibus Segregated Account Structure, a CCM may have as many CCM Gross Omnibus Multi Sub-Account Structures and as many CCM Gross Omnibus Single Sub-Account Structures as it requires.

Article 5.2.1.3

Each CCM Net Omnibus Segregated Account Client must be allocated to one CCM Client Trade Account, one CCM Client Margin Account and one CCM Client Collateral Account.

Each CCM Gross Omnibus Segregated Account Client must be allocated to a CCM Gross Omnibus Sub-Account Structure.

Each CCM Individual Segregated Account Client must be allocated to one CCM Direct Client Segregated Account Structure and, if such CCM Individual Segregated Account Client provides clearing services to CCM Indirect Clients, it must also be allocated to a CCM Indirect Client Segregated Account Structure.

Article 5.2.1.4

Subject to Article 5.2.1.1 above, a CCM Client of a CCM may request to be allocated to:

- (a) another category of CCM Client Account Structure referred to in Article 5.2.1.1 above; or
(b) as the case may be, another CCM Gross Omnibus Sub-Account Structure,

of that CCM provided, however, that at the time of election, the relevant CCM is not a Defaulting Clearing Member.

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#### Article 5.2.1.5

Where such an election is made, the relevant CCM must notify LCH SA of such election and LCH SA shall reflect it in its books and records as soon as reasonably practicable following receipt of such notification.

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#### Section 5.2.2 CCM Client Trade Accounts

##### Article 5.2.2.1

LCH SA shall open one CCM Client Trade Account:

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(a) for each CCM Omnibus Segregated Account Client;

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(b) in the CCM Direct Client Segregated Account Structure of each CCM Individual Segregated Account Client; and

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(c) in the CCM Indirect Client Segregated Account Structure of each CCM Individual Segregated Account Client which provides clearing services to CCM Indirect Clients.

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Registration of CCM Cleared Transactions in a CCM Client Trade Account shall initially be made by LCH SA on the basis of the Transaction Data with respect to the relevant Original Transaction and amended to reflect any compression of CCM Cleared Transactions pursuant TITLE III, Chapter 3.

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#### Section 5.2.3 CCM Client Margin Accounts

##### Article 5.2.3.1

LCH SA shall open:

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(a) one CCM Individual Segregated Client Margin Account in the CCM Direct Client Segregated Account Structure of each CCM Individual Segregated Account Client for the purposes of risk calculation, as described in Title IV, to reflect the Open Positions attributable to such CCM Individual Segregated Account Client;

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(b) one CCM Indirect Client Segregated Margin Account in the CCM Indirect Client Segregated Account Structure of each CCM Individual Segregated Account Client providing clearing services to CCM Indirect Clients for the purposes of risk calculation, as described in Title IV, to reflect the Open Positions attributable to such CCM Individual Segregated Account Client in respect of its CCM Indirect Clients; and

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(c) one CCM Net Omnibus Segregated Client Margin Account for each CCM Net Omnibus Client Set for the purposes of risk calculation, as described in Title IV, to reflect the Open Positions attributable to such CCM Net Omnibus Client Set.

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(d) one CCM Gross Omnibus Multi Sub-Account Client Margin Account for each CCM Gross Omnibus Multi Sub-Account Client Set for the purposes of risk calculation, as described in

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Title IV, to reflect the Open Positions attributable to such CCM Gross Omnibus Multi Sub-Account Client Set;

- (e) one CCM Gross Omnibus Single Sub-Account Client Margin Account for each CCM Gross Omnibus Single Sub-Account Client for the purposes of risk calculation, as described in Title IV, to reflect the Open Positions attributable to such CCM Gross Omnibus Single Sub-Account Client.

**Article 5.2.3.2**

Client Cleared Transactions registered in a CCM Client Trade Account of a CCM will be allocated to the corresponding CCM Client Margin Account of the CCM, for the purposes of determining the Open Positions attributable to:

- (a) the CCM Individual Segregated Account Client;
- (b) CCM Indirect Clients of a CCM Individual Segregated Account Client;
- (c) the relevant CCM Net Omnibus Client Set; or
- (d) within a CCM Gross Omnibus Segregated Account Structure:
  - (a) the CCM Gross Omnibus Single Sub-Account Client; or
  - (b) the relevant CCM Gross Omnibus Multi Sub-Account Client Set;

as the case may be.

**Article 5.2.3.3**

Calculation of Open Positions attributable to a CCM Individual Segregated Account Client, its CCM Indirect Clients, if applicable, a CCM Net Omnibus Client Set, a CCM Gross Omnibus Multi Sub-Account Client Set and a CCM Gross Omnibus Single Sub-Account Client and their recording in the relevant CCM Client Margin Account will be carried out by LCH SA in accordance with the rules set out in Section 2 of the Procedures.

**Section 5.2.4 CCM Client Collateral Accounts**

**Article 5.2.4.1**

Cash Collateral provided by CCMs to satisfy its CCM Client Margin Requirements or to create CCM Client Excess Collateral, will be provided by way of full title transfer and will be held by LCH SA in accordance with Section 3 of the Procedures.

**Article 5.2.4.2**

At the option of each CCM, and in accordance with Section 3 of the Procedures, Eligible Collateral may be transferred by the relevant CCM to LCH SA to satisfy its CCM Client Margin Requirements or to create CCM Client Excess Collateral, either on a full title transfer basis pursuant to Article L.

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440-7 of the French Monetary and Financial Code, or by way of a Belgian law security interest with no title transfer pursuant to the applicable provisions of Belgian law.

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### Article 5.2.4.3

LCH SA shall open one CCM Client Collateral Account:

- (a) in the CCM Direct Client Segregated Account Structure of each CCM Individual Segregated Account Client for the purposes of identifying Collateral provided by the relevant CCM for the benefit of such CCM Individual Segregated Account Client and CCM Client Excess Collateral if any;
- (b) in the CCM Indirect Client Segregated Account Structure of each CCM Individual Segregated Account Client providing clearing services to CCM Indirect Clients for the purposes of identifying Collateral provided by the relevant CCM for the benefit of such CCM Individual Segregated Account Client in respect of its CCM Indirect Clients, and CCM Client Excess Collateral in respect of its CCM Indirect Clients, if any;
- (c) for each CCM Net Omnibus Client Set for the purposes of identifying Collateral provided by the relevant CCM for the benefit of such CCM Net Omnibus Segregated Account Clients and CCM Client Excess Collateral if any; and
- (d) for each CCM Gross Omnibus Client Set for the purposes of identifying Collateral provided by the relevant CCM for the benefit of such CCM Gross Omnibus Segregated Account Clients and CCM Client Excess Collateral if any.

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(b) where the entire portfolio of Client Cleared Transactions of all the CCM Indirect Clients of that CCM Individual Segregated Account Client is to be transferred, none of the CCM Indirect Clients has become insolvent (such CCM Indirect Clients to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member);

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(c) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;

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(d) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;

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(e) where Client Assets to be transferred simultaneously with the transfer of the Client Cleared Transactions comprise Pledged Eligible Collateral, the Receiving Clearing Member has entered into a Pledge Agreement with LCH SA and has opened with LCH SA a pledged securities account at Euroclear Bank for the purpose of holding the relevant Eligible Collateral in respect of its CCM Clients;

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(f) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and

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(g) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in the Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

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For the purposes of Article 5.3.2.1(g) above, the Carrying Clearing Member will be entitled to reject the transfer of the relevant Client Cleared Transactions only if: (a) the relevant CCM Individual Segregated Account Client has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions recorded in the CCM Individual Segregated Account Structure would result in the CCM Individual Segregated Account Client breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Individual Segregated Account Client.

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#### Article 5.3.2.2

Upon the instruction of each CCM Net Omnibus Segregated Account Client within a CCM Net Omnibus Client Set of a Carrying Clearing Member, the Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

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(a) each of such CCM Net Omnibus Segregated Account Clients' entire portfolio (and not less than an entire portfolio) of Client Cleared Transactions to the relevant CCM Client Trade Accounts of the Receiving Clearing Member; and

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(b) if also requested by the Receiving Clearing Member, all Client Assets attributable to such CCM Net Omnibus Segregated Account Clients from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account. Subject to paragraph (vi) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfers and acknowledges that they may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

It is a condition precedent to any such transfer of Client Cleared Transactions and/or relevant Client Assets (as the case may be) that:

- (i) none of the CCM Net Omnibus Segregated Account Clients within the relevant CCM Net Omnibus Client Set has become insolvent (each such CCM Net Omnibus Segregated Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (iv) where Client Assets, to be transferred simultaneously with the transfer of the Client Cleared Transactions, comprise Pledged Eligible Collateral, the Receiving Clearing Member has entered into a Pledge Agreement with LCH SA and has opened with LCH SA a pledged securities account at Euroclear Bank for the purpose of holding the relevant Eligible Collateral in respect of its CCM Clients;
- (v) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (vi) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in the Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For the purposes of [Article 5.3.2.2\(vi\)](#) above, the Carrying Clearing Member will be entitled to reject the transfer of the relevant Client Cleared Transactions only if: (a) one or more of the relevant CCM Net Omnibus Segregated Account Clients has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the Client Cleared Transactions would result in one or more of the CCM Net Omnibus Segregated Account Clients breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with terms agreed as between the Carrying Clearing Member and one or more of the CCM Net Omnibus Segregated Account Clients.

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### Article 5.3.2.3

Upon the instruction of each CCM Gross Omnibus Multi Sub-Account Client within a CCM Gross Omnibus Multi Sub-Account Client Set of a Carrying Clearing Member, the Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

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(a) each of such CCM Gross Omnibus Multi Sub-Account Clients' entire portfolio (and not less than an entire portfolio) of Client Cleared Transactions to the relevant CCM Client Trade Accounts of the Receiving Clearing Member; and

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(b) if also requested by the Receiving Clearing Member, all Client Assets relating to the CCM Cleared Transactions that are being transferred to a Receiving Clearing Member designated by such CCM Gross Omnibus Multi Sub-Account Clients (as set out in Section 5 of the Procedures), from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

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Subject to paragraph (vi) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfers and acknowledges that they may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

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It is a condition precedent to any such transfer of Client Cleared Transactions and/or relevant Client Assets (as the case may be) that:

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(i) none of the CCM Gross Omnibus Multi Sub-Account Clients within the relevant CCM Gross Omnibus Multi Sub-Account Client Set has become insolvent (each such CCM Gross Omnibus Multi Sub-Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);

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(ii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;

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(iii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;

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(iv) where Client Assets, to be transferred simultaneously with the transfer of the Client Cleared Transactions, comprise Pledged Eligible Collateral, the Receiving Clearing Member has entered into a Pledge Agreement with LCH SA and has opened with LCH SA a pledged securities account at Euroclear Bank for the purpose of holding the relevant Eligible Collateral in respect of its CCM Clients;

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(v) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and

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(vi) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in the Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

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For the purposes of [Article 5.3.2.3](#)(vi) above, the Carrying Clearing Member will be entitled to reject the transfer of the relevant Client Cleared Transactions only if: (a) one or more of the relevant CCM Gross Omnibus Multi Sub-Account Clients has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the Client Cleared Transactions would result in one or more of the CCM Gross Omnibus Multi Sub-Account Clients breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with terms agreed as between the Carrying Clearing Member and one or more of the CCM Gross Omnibus Multi Sub-Account Clients.

#### Article 5.3.2.4

Upon the instruction of a CCM Gross Omnibus Single Sub-Account Client, a Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

- (a) the entire portfolio (and not less than an entire portfolio) of Client Cleared Transactions registered in the CCM Gross Omnibus Single Sub-Account Structure of that CCM Gross Omnibus Single Sub-Account Client to the relevant CCM Client Trade Account of the Receiving Clearing Member; and
- (b) if also requested by the Receiving Clearing Member, all Client Assets relating to the CCM Cleared Transactions that are being transferred to a Receiving Clearing Member designated by such CCM Gross Omnibus Multi Sub-Account Clients (as set out in Section 5 of the Procedures), from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

Subject to paragraph (vi) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfers and acknowledges that they may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

It is a condition precedent to any such transfer of Client Cleared Transactions and/or relevant Client Assets (as the case may be) that:

- (a) such CCM Gross Omnibus Single Sub-Account Client has not become insolvent (such CCM Gross Omnibus Single Sub-Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);

the Receiving Clearing Member and the Carrying Clearing Member are CCMs;

neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;

where Client Assets to be transferred simultaneously with the transfer of the Client Cleared Transactions comprise Pledged Eligible Collateral, the Receiving Clearing Member has entered into a Pledge Agreement with LCH SA and has opened with LCH SA a pledged

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securities account at Euroclear Bank for the purpose of holding the relevant Eligible Collateral in respect of its CCM Clients;

both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and

the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in the Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For the purposes of [Article 5.3.2.4](#)(vi) above, the Carrying Clearing Member will be entitled to reject the transfer of the relevant Client Cleared Transactions only if: (a) the relevant CCM Gross Omnibus Single Sub-Account Client has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions recorded in the CCM Gross Omnibus Single Sub-Account Structure would result in the CCM Gross Omnibus Single Sub-Account Client breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Gross Omnibus Single Sub-Account Client.

#### Article 5.3.2.5

If, a transfer is not effected due to one of the conditions in [Article 5.3.2.1](#), [Article 5.3.2.2](#), [Article 5.3.2.3](#) or [Article 5.3.2.4](#) not being satisfied but the Receiving Clearing Member wishes to proceed with such transfer, it shall be required to submit a new request to transfer in accordance with [Article 5.3.2.1](#), [Article 5.3.2.2](#), [Article 5.3.2.3](#) or [Article 5.3.2.4](#) (as applicable).

### Section 5.3.3 Partial transfers

#### Article 5.3.3.1

Upon the instruction of a CCM Individual Segregated Account Client, a Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

- (a) a portion of the portfolio of Client Cleared Transactions registered in the CCM Direct Client Segregated Account Structure of that CCM Individual Segregated Account Client; and/or
  - (b) a portion of the portfolio of Client Cleared Transactions registered in the CCM Indirect Client Segregated Account Structure of that CCM Individual Segregated Account Client,
- to the relevant CCM Client Trade Account(s) of the Receiving Clearing Member.

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Subject to paragraph (vi) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfer and acknowledges that it may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

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Where a request is made in accordance with this Article 5.3.3.1, no Client Assets shall be permitted to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account(s).

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It is a condition precedent to any such transfer of the Client Cleared Transactions that:

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(a) such CCM Individual Segregated Account Client has not become insolvent (such CCM Individual Segregated Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);

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where Client Cleared Transactions of CCM Indirect Clients of that CCM Individual Segregated Account Client are to be transferred, none of the relevant CCM Indirect Clients has become insolvent (such CCM Indirect Clients to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member);

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the Receiving Clearing Member and the Carrying Clearing Member are CCMs;

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neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;

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both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and

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the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

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For the purposes of Article 5.3.3.1(vi) above, the Carrying Clearing Member may be entitled to reject the transfer of the relevant Client Cleared Transactions only if; (a) the CCM Individual Segregated Account Client has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions recorded in the CCM Individual Segregated Account Structure would result in the CCM Individual Segregated Account Client breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as

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between the Carrying Clearing Member and the relevant CCM Individual Segregated Account Client.

**Article 5.3.3.2**

Upon the instruction of a CCM Net Omnibus Segregated Account Client in circumstances where (a) one or more CCM Net Omnibus Segregated Account Clients within the relevant CCM Net Omnibus Client Set of a Carrying Clearing Member do not wish to transfer all the relevant Client Cleared Transactions to the Receiving Clearing Member; or (b) a CCM Net Omnibus Segregated Account Client within the relevant CCM Net Omnibus Client Set wishes to transfer a portion of such CCM Net Omnibus Segregated Account Client's portfolio of Client Cleared Transactions to the Receiving Clearing Member, the Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer some but not all of Client Cleared Transactions to the relevant CCM Client Trade Account of the Receiving Clearing Member. Subject to paragraph (v) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfer and acknowledges that it may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

Where a request is made in accordance with this [Article 5.3.3.2](#), no Client Assets shall be permitted to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

It is a condition precedent to the transfer of the Client Cleared Transactions of the CCM Net Omnibus Segregated Account Client(s) that:

- (a) no CCM Net Omnibus Segregated Account Client within the relevant CCM Net Omnibus Client Set has become insolvent (each CCM Net Omnibus Segregated Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);

the Receiving Clearing Member and the Carrying Clearing Member are CCMs;

neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;

both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and

the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the

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contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA),

For purposes of Article 5.3.3.2(v) above, the Carrying Clearing Member may be entitled to reject the transfer of the relevant Client Cleared Transactions only if; (a) one or more CCM Net Omnibus Segregated Account Clients within the relevant CCM Net Omnibus Client Set has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions would result in one or more CCM Net Omnibus Segregated Account Clients breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Net Omnibus Segregated Account Clients.

### Article 5.3.3.3

Upon the instruction of a CCM Gross Omnibus Multi Sub-Account Client in circumstances where (a) one or more CCM Gross Omnibus Multi Sub-Account Clients within the relevant CCM Gross Omnibus Multi Sub-Account Client Set of a Carrying Clearing Member do not wish to transfer all the relevant Client Cleared Transactions to the Receiving Clearing Member; or (b) a CCM Gross Omnibus Multi Sub-Account Client within the relevant CCM Gross Omnibus Multi Sub-Account Client Set wishes to transfer a portion of such CCM Gross Omnibus Multi Sub-Account Client's portfolio of Client Cleared Transactions to the Receiving Clearing Member, the Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer some but not all of Client Cleared Transactions to the relevant CCM Client Trade Account of the Receiving Clearing Member. Subject to paragraph (v) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfer and acknowledges that it may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

Where a request is made in accordance with this Article 5.3.3.3, no Client Assets shall be permitted to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

It is a condition precedent to the transfer of the Client Cleared Transactions of the CCM Gross Omnibus Multi Sub-Account Client(s) that:

- (a) no CCM Gross Omnibus Multi Sub-Account Client within the relevant CCM Gross Omnibus Multi Sub-Account Client Set has become insolvent (each CCM Gross Omnibus Multi Sub-Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);

the Receiving Clearing Member and the Carrying Clearing Member are CCMs;

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neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;

both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and

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the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For purposes of Article 5.3.3(v) above, the Carrying Clearing Member may be entitled to reject the transfer of the relevant Client Cleared Transactions only if; (a) one or more CCM Gross Omnibus Multi Sub-Account Clients within the relevant CCM Gross Omnibus Multi Sub-Account Client Set has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions would result in one or more CCM Gross Omnibus Multi Sub-Account Clients breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Gross Omnibus Multi Sub-Account Clients.

**Article 5.3.3.4**

Upon the instruction of a CCM Gross Omnibus Single Sub-Account Client, a Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer a portion of the portfolio of Client Cleared Transactions registered in the CCM Gross Omnibus Single Sub-Account Structure of that CCM Gross Omnibus Single Sub-Account Client to the relevant CCM Client Trade Account of the Receiving Clearing Member.

Subject to paragraph (v) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfer and acknowledges that it may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

Where a request is made in accordance with this Article 5.3.3.4, no Client Assets shall be permitted to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

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It is a condition precedent to any such transfer of the Client Cleared Transactions that:

- (a) such CCM Gross Omnibus Single Sub-Account Client has not become insolvent (such CCM Gross Omnibus Single Sub-Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);

the Receiving Clearing Member and the Carrying Clearing Member are CCMs;

neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;

both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and

the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For the purposes of Article 5.3.3.4(v) above, the Carrying Clearing Member may be entitled to reject the transfer of the relevant Client Cleared Transactions only if; (a) the CCM Gross Omnibus Single Sub-Account Client has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions recorded in the CCM Gross Omnibus Single Sub-Account Structure would result in the CCM Gross Omnibus Single Sub-Account Client breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Gross Omnibus Single Sub-Account Client.

### Section 5.3.4 Transfer of Client Assets

#### Article 5.3.4.1

In relation to the circumstances set out in Section 5.3.2, for the purpose of a transfer of Client Assets:

- (a) in accordance with Article 5.3.2.1 or Article 5.3.2.2, LCH SA shall notify the Receiving Clearing Member of the Client Assets which are to be transferred; or

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in accordance with [Article 5.3.2.3](#) or [Article 5.3.2.4](#), upon request from LCH SA, the Carrying Clearing Member shall notify LCH SA of the Client Assets which are attributable to the transferring CCM Gross Omnibus Multi Sub-Account Client Set or CCM Gross Omnibus Single Sub-Account Client (as the case may be) and, along with the Receiving Clearing Member, shall take such actions and provide such information to LCH SA in connection with the transfer as may be required by LCH SA. In the event that the Carrying Clearing Member fails to notify LCH SA of the Client Assets that are attributable to the relevant CCM Gross Omnibus Multi Sub-Account Client Set or CCM Gross Omnibus Single Sub-Account Client, LCH SA shall transfer such Collateral from the CCM Client Collateral Account of the Carrying Clearing Member's relevant CCM Gross Omnibus Segregated Account Structure to the Receiving Clearing Member's relevant CCM Client Collateral Account as it deems appropriate and as set out in Section 5 of the Procedures.

#### Article 5.3.4.2

Following such notification made in accordance with [Article 5.3.4.1](#), the Receiving Clearing Member may elect to reject the transfer of some or all of the Client Assets. Any such election will not prevent the transfer of the relevant Client Cleared Transactions and any related Client Assets which have been accepted by the Receiving Clearing Member, provided that the conditions set out in sub-paragraphs (i) to (vii) of [Article 5.3.2.1](#), sub-paragraphs (i) to (vi) of [Article 5.3.2.2](#), sub-paragraphs (i) to (vi) of [Article 5.3.2.3](#) or sub-paragraphs (i) to (vi) of [Article 5.3.2.4](#) (as applicable) are satisfied in relation to such transfer.

#### Article 5.3.4.3

Provided that the Receiving Clearing Member has not rejected the transfer all of the Client Assets in accordance with [Article 5.3.4.2](#), LCH SA shall transfer the Client Assets from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account. In the event that, for whatever reason, LCH SA is unable to transfer such Client Assets, LCH SA will not proceed with the transfer of the relevant Client Cleared Transactions.

### Section 5.3.5 Transfer process

#### Article 5.3.5.1

- (a) Further to the satisfaction of the conditions set out in [Article 5.3.2.1](#), [Article 5.3.2.2](#), [Article 5.3.2.3](#), [Article 5.3.2.4](#), [Article 5.3.3.1](#), [Article 5.3.3.2](#), Article 5.3.3.3 or Article 5.3.3.4 (as appropriate) above, and provided that LCH SA does not determine, in its sole discretion, that the transfer cannot be effected under this CDS Clearing Rule Book or the Procedures, LCH SA shall transfer the relevant Client Cleared Transaction(s) to the relevant CCM Client Trade Account(s) of the Receiving Clearing Member for the benefit of the relevant CCM Client(s). Such Client Cleared Transaction(s) will be processed in accordance with [CHAPTER 1](#) of TITLE III.

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In the case where a transfer of Client Cleared Transactions, pursuant to [Article 5.3.2.1](#), [Article 5.3.2.2](#), [Article 5.3.2.3](#) or [Article 5.3.3.2](#), will include the transfer of the related Client Assets:

- (a) In respect of Client Assets which have been transferred by the Carrying Clearing Member to LCH SA on a full title transfer basis in accordance with [Article 5.3.2.1](#), [Article 5.3.2.2](#), [Article 5.3.2.3](#) or [Article 5.3.2.4](#), such transfer shall be effected as follows:
- (A) the Carrying Clearing Member shall relinquish all rights to such Client Assets (including, for the avoidance of doubt, any beneficial interest and/or equity of redemption in respect thereof);
- (B) such Client Assets shall immediately upon such relinquishment be held by LCH SA on behalf of the Receiving Clearing Member; and
- (C) the Receiving Clearing Member's rights to such Client Assets arising as described in paragraph (B) above shall become, in respect of the relevant Client Cleared Transactions, subject to the title transfer security arrangements entered into between the Receiving Clearing Member and LCH SA in relation to the provision of cover.
- (b) In respect of Client Assets that are subject to the Pledge Agreement entered into between the Carrying Clearing Member and LCH SA in relation to the provision of Collateral, in accordance with [Article 5.2.4.2](#), such transfer shall be effected in accordance with Section 3 of the Procedures.

For the avoidance of doubt, the Carrying Clearing Member shall have no right or entitlement to assert any claim over, or right with respect to, the Client Assets transferred.

The transfer of the Client Cleared Transactions and associated Client Assets shall be deemed to occur simultaneously, and the transfer of the Client Cleared Transactions shall be conditional on the transfer of the related Client Assets, and vice versa.

If the transfer of the Client Cleared Transactions and associated Client Assets is not completed for any reason, then any transfer or registration of Client Assets or Client Cleared Transactions shall be immediately unwound and such transfer or registration shall be deemed never to have occurred.

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**Article 5.3.5.2**

Subject to [Article 5.3.5.3](#) below, but otherwise notwithstanding anything to the contrary in the CDS Clearing Rules, in making any transfer of Client Cleared Transactions and (if applicable) Client Assets pursuant to this TITLE V, Chapter 3, LCH SA shall be authorised and entitled to rely conclusively on the instructions of and information provided by the relevant CCM(s), which shall be solely responsible for all such instructions and information, including ensuring that:

(a) the transfer is properly authorised or rejected (as the case may be);

the appropriate CCM Client Trade Account(s) have been identified; and

in the case of a partial transfer of Client Cleared Transactions pursuant to [Article 5.3.3.1](#), [Article 5.3.3.2](#), [Article 5.3.3.3](#) or [Article 5.3.3.4](#) the appropriate Client Cleared Transactions have been identified by the Receiving Clearing Member,

and LCH SA shall have no responsibility or liability therefore.

**Article 5.3.5.3**

LCH SA shall verify that the Client Cleared Transactions notified to it by a CCM, as being the subject of such a transfer, correspond to Client Cleared Transactions which, according to its records, are registered in the Client Account Structure of the Carrying Clearing Member in respect of the relevant CCM Client and CCM Indirect Clients (if applicable). In the event that LCH SA identifies a discrepancy, it will notify the relevant CCM(s) and no transfer will occur pursuant to TITLE V, Chapter 3, until such time as the Client Cleared Transactions identified to LCH SA by the relevant CCM(s) can be verified by LCH SA.

**Article 5.3.5.4**

The Carrying Clearing Member agrees to indemnify LCH SA in respect of all liabilities, costs, loss, fees, damages or expenses suffered or incurred by LCH SA (howsoever arising or occurring) by reason of a proposed transfer being rejected by the Carrying Clearing Member other than in compliance with the grounds set out in the final paragraph of [Article 5.3.2.1](#), [Article 5.3.2.2](#), [Article 5.3.2.3](#), [Article 5.3.2.4](#), [Article 5.3.3.1](#), [Article 5.3.3.2](#), [Article 5.3.3.3](#) or [Article 5.3.3.4](#) (as the case may be).

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## CHAPTER 4 - EARLY TERMINATION

### Article 5.4.1.1

If at any time an early termination date, howsoever described in the relevant CDS Client Clearing Agreement, occurs in respect of one or more Deemed Client Transaction(s) (other than Deemed Client Transactions entered into in relation to Client Cleared Transactions registered in a CCM Indirect Client Segregated Account Structure) and provided that, at the time of such early termination date, the relevant CCM is not a Defaulting Clearing Member, that CCM may instruct LCH SA to transfer the corresponding Client Cleared Transactions from the relevant CCM Client Trade Account to the House Trade Account of such CCM, in accordance with Section 5 of the Procedures.

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If at any time, an early termination date, howsoever described in the relevant indirect clearing arrangement in place between a CCM Client and a CCM Indirect Client, occurs in respect of one or more transactions entered into between such CCM Client and such CCM Indirect Client and, in turn, triggers the early termination of the corresponding Deemed Client Transaction(s), and provided that the relevant CCM, at the time of such early termination date, is not a Defaulting Clearing Member, and an early termination date has not also occurred in respect of all Deemed Client Transaction(s), as described in Article 5.4.1.3, that CCM may instruct LCH SA to transfer the Client Cleared Transactions registered in the relevant CCM Indirect Client Segregated Account Structure to the relevant CCM Client's CCM Direct Client Segregated Account Structure, in accordance with Section 5 of the Procedures.

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### Article 5.4.1.3

If at any time, an early termination date, howsoever described in the relevant CDS Client Clearing Agreement, occurs in respect of all Deemed Client Transactions which have been entered into in relation to Client Cleared Transactions registered in a CCM Indirect Client Segregated Account Structure, and provided that the relevant CCM, at the time of such early termination date, is not a Defaulting Clearing Member, that CCM may instruct LCH SA to take one of the following steps in relation to Client Cleared Transactions registered in a CCM Indirect Client Segregated Account Structure:

- (a) in circumstances where such CCM notifies a single Backup Client in respect of all Client Cleared Transactions registered in the relevant CCM Indirect Client Segregated Account Structure, and further provided that none of the relevant CCM Indirect Clients has become insolvent (such CCM Indirect Clients to be presumed to be solvent by LCH SA unless evidenced to the contrary by the CCM), transfer to the appointed Backup Client all the relevant Client Cleared Transactions and Client Assets registered in the relevant CCM Indirect Client Segregated Account Structure; or

transfer all Client Cleared Transactions registered in the relevant CCM Indirect Client Segregated Account Structure to the House Trade Account of such CCM,

in accordance with the conditions set forth in Section 5 of the Procedures. For the avoidance of doubt, the list above is not exhaustive and LCH SA may take any steps or proceedings other than those referred to in this [Article 5.4.1.3](#), in accordance with the instructions of the CCM.

**Article 5.4.1.4**

LCH SA will arrange a transfer of the relevant Client Cleared Transactions mentioned in [Article 5.4.1.1](#), [Article 5.4.1.2](#) and [Article 5.4.1.3](#) in the conditions set out in Section 5 of the Procedures and provided that LCH SA has received an indemnity from the relevant CCM in a form suitable to LCH SA to cover any losses, costs or expenses incurred by LCH SA in connection with the transfer.

**Article 5.4.1.5**

LCH SA shall act solely upon the instructions of the CCM to perform the process set out in [Article 5.4.1.3](#) and Section 5 of the Procedures and shall not incur any liability to the relevant CCM, CCM Individual Segregated Account Client or CCM Indirect Client as a result thereof.

The CCM agrees to indemnify and hold LCH SA harmless from and against any and all loss, liability, damage, cost, penalty, fine, tax or expense (including, without limitation, reasonable attorney's fees, cost of collection, and any reasonable cost incurred in successfully defending against any claim asserted by the CCM, CCM Individual Segregated Account Client or the CCM Indirect Client, as the case may be) in connection with any steps or proceedings taken by LCH SA pursuant to [Article 5.4.1.3](#) or as a result of the application of [Article 5.4.1.3](#).

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## CHAPTER 1 - GENERAL PROVISIONS

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### Article 6.1.1.1

An FCM Clearing Member may provide CDS Client Clearing Services to its FCM Clients after obtaining confirmation from LCH SA it has duly filed and submitted all the documentation and information required pursuant to Section 1 of the Procedures. An FCM Clearing Member may also enter into Cleared Transactions for its own account. Notwithstanding the foregoing, an FCM Clearing Member may not enter into Cleared Transactions for the account of an Affiliate, unless such FCM Clearing Member first provides LCH SA with an opinion of counsel, in form and content acceptable to LCH SA, confirming that entry into such Cleared Transactions would not be contrary to Applicable Law.

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### Article 6.1.1.2

An FCM Clearing Member may provide CDS Clearing Services to a Client (or, if permitted pursuant to Article 6.1.1.1, an Affiliate) on any terms and conditions mutually agreed to by it and such Person; provided, however, that:

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(a) if that FCM Clearing Member is a Select Member, it shall not provide CDS Client Clearing Services to any FCM Client;

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(b) an FCM Clearing Member shall, before providing CDS Clearing Services to any Client or Affiliate, ensure that it has entered into an agreement, or an addendum to an existing agreement, with such Person, that binds such Person to the applicable provisions of the CDS Clearing Rules (including the FCM CDS Clearing Regulations) by direct reference thereto or otherwise, and any other provisions as shall be agreed from time to time between LCH SA and FCM Clearing Members, or as may be prescribed by LCH SA;

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(a) an FCM Clearing Member shall notify LCH SA of each Affiliate for which it provides CDS Clearing Services;

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(b) an FCM Clearing Member shall provide, and separately identify, to LCH SA Client Cleared Transactions and Collateral in respect of Client Cleared Transactions (in the aggregate); and

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(c) an FCM Clearing Member may deliver, and shall separately identify, to LCH SA Collateral as FCM Client Collateral Buffer.

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**Article 6.1.1.3**

Each FCM Client (and, if permitted pursuant to [Article 6.1.1.1](#), an Affiliate), by participating in Original Transactions and entering FCM Cleared Transactions through its FCM Clearing Member, shall be deemed to understand, acknowledge and agree that:

- (a) the receipt of CDS Clearing Services from the FCM Clearing Member which result in the registration of FCM Cleared Transactions within such FCM Clearing Member's Client Trade Account(s) or House Trade Account, as the case may be, will be governed by the applicable provisions of the CDS Clearing Documentation;
- (b) it shall be bound by the applicable provisions of the CDS Clearing Documentation in respect of any FCM Cleared Transactions which are attributable to it;
- (c) at the time an FCM Cleared Transaction is registered in an FCM Client Trade Account or House Trade Account of the FCM Clearing Member, as the case may be, on its behalf, the FCM Client or Affiliate, as applicable, will be deemed to be bound by the relevant FCM Cleared Transaction on the terms entered into between the FCM Clearing Member and LCH SA and such FCM Client or Affiliate agrees to be bound automatically and without further action by the FCM Clearing Member or the FCM Client or Affiliate;
- (d) it shall not act so as to cause, whether directly or indirectly, a breach of the FCM CDS Clearing Documentation;
- (e) the provisions of the CDS Clearing Documentation referring to FCM Clients or Affiliates, for the benefit of LCH SA, including without limitation applicable provisions of this CDS Clearing Rule Book, are enforceable against such FCM Client or Affiliate by LCH SA as if they had been entered into by each such Person directly with LCH SA;
- (f) LCH SA deals only with Clearing Members, and the FCM Client or Affiliate will have no right or authority to deal directly with LCH SA, including but not limited to in connection with the matters described in this Title VI;
- (g) it will deal only with its FCM Clearing Member in connection with all FCM Cleared Transactions that are cleared on its behalf by such FCM Clearing Member through LCH SA;
- (h) upon an Event of Default occurring in relation to an FCM Clearing Member, if LCH SA:
  - (a) is required to do so by any Competent Authority or Applicable Law,
  - (b) cannot for any reason proceed with a Porting of the FCM Cleared Transactions registered in an FCM Clearing Member's Account Structure and attributable to an FCM Client, or
  - (c) determines in its discretion that it is necessary for its protection,LCH SA may close out and terminate the FCM Cleared Transactions registered in the FCM Clearing Member's Client Account Structure or House Account Structure and attributable

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to an FCM Client or Affiliate, regardless whether such FCM Client or Affiliate had itself defaulted, and in certain circumstances LCH SA will not transfer or otherwise re-establish such positions;

- (i) it will not be entitled to instruct LCH SA to act or omit to act in any manner at any time prior to an Event of Default in relation to the relevant FCM Clearing Member;
- (j) it will not be entitled to receive any information from LCH SA in respect of any Margin Balance that is recorded in either the FCM House Collateral Account or any FCM Client Financial Account, the FCM Unallocated Client Collateral Financial Account or the FCM Buffer Financial Account of an FCM Clearing Member;
- (k) LCH SA will not hold any assets transferred to it directly on behalf of any such individual FCM Client or Affiliate;
- (l) to the extent the Markit LCH Settlement Prices are provided to the FCM Client, the FCM Client shall:
  - (a) use such Markit LCH Settlement Prices internally and solely in connection with its clearing functions; and
  - (b) only be permitted to provide the Markit LCH Settlement Prices to an affiliate or a client of its own if: (1) it does so at no cost; (2) the Markit LCH Settlement Prices are provided for the affiliate or client to use internally and solely in connection with their respective clearing functions; and (3) the Markit LCH Settlement Prices are identifiable as such.

For the avoidance of doubt, "clearing functions" shall mean the validation of the FCM Client's Margin Requirement (or any margin requirement applicable to the FCM Client's affiliate or client) and the calculation and valuation of the FCM Client's Open Positions (or the net open positions of the Client's affiliate or client) for the purposes of its own internal books and records;

- (m) where Collateral is deposited by the FCM Clearing Member in satisfaction of the House Margin Requirement or the Client Margin Requirement (as applicable), it shall not be entitled to assert any equitable or other claim to the Collateral in circumstances where the assertion of such a claim would delay or inhibit the disposal of such Collateral by LCH SA and/or the application of the proceeds of sale of such Collateral in accordance with the provisions of the CDS Clearing Rules and Applicable Law;
- (n) the FCM Clearing Member has its unconditional consent to furnish or deposit Collateral with LCH SA in satisfaction of the Client Margin Requirement or House Margin Requirement which is attributable to the FCM Cleared Transactions cleared on its behalf, in accordance with the CDS Clearing Rule Book and the FCM CDS Clearing Regulations, and to re-pledge such property to LCH SA;

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- (o) LCH SA is authorized to make disclosure of information in accordance with the applicable provisions of the CDS Clearing Documentation; and
- (p) its agreement or agreement and addendum described in clause (i) of [Article 6.1.1.2](#) is consistent with the CDS Clearing Documentation and Applicable Law.

**Article 6.1.1.4**

Each FCM Clearing Member shall be obliged (to the extent permitted by Applicable Law) to provide LCH SA with any information that LCH SA may reasonably require in relation to the CDS Clearing Services provided by that Clearing Member to its Clients or Affiliates, including, where and to the extent necessary for the proper performance by LCH SA of its risk management functions and legal and regulatory obligations, information on the identify of any of its FCM Clients or any of its Affiliates to which it provides FCM CDS Clearing Services, along with details of:

- (a) any agreement relating to the provision of CDS Client Clearing Services by the FCM Clearing Member to its FCM Clients and Affiliates (including the Clearing Agreements);
- (b) any document reflecting the recording of the FCM Cleared Transactions in the different accounts held by the FCM Clearing Member *per* Clearing Day, the details of such FCM Cleared Transactions and the cover held in respect of such FCM Cleared Transactions; and
- (c) the FCM Clearing Member's written anti-money laundering procedures and written risk management policies and procedures, and practices, addressing the risks that such FCM Clearing Member may pose to LCH SA including, but not limited to, information and documents relating to the liquidity of such FCM Clearing Member's financial resources and settlement procedures.

**Article 6.1.1.5**

Each FCM Clearing Member shall maintain appropriate books and records identifying all pertinent information regarding (i) its FCM Clients and any Affiliates for which it provides CDS Clearing Services, and (ii) its Client Cleared Transactions and House Cleared Transactions. Without limitation of the foregoing, each FCM Clearing Member shall ensure that its books and records accurately reflect the Cleared Transactions maintained in the FCM Client Trade Accounts and corresponding Collateral maintained in the FCM Client Financial Accounts for its relevant FCM Clients. Each FCM Clearing Member will carry accounts for Clients within its own books and records, and maintain the funds and other property it holds on behalf of its Clients in respect of their Cleared Transactions, in accordance with the FCM CDS Clearing Regulations and Applicable Law.

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## CHAPTER 2 – FCM CLIENT ACCOUNT STRUCTURE

### Section 6.2.1 General Provisions

#### Article 6.2.1.1

LCH SA shall open and maintain for each FCM Clearing Member, within its books and records for the CDS Clearing System, the accounts comprising the FCM Client Account Structure, as follows:

- (a) a separate FCM Client Trade Account for each FCM Client;
- (b) a separate FCM Client Margin Account for each FCM Client;
- (c) a separate FCM Client Financial Account for each FCM Client;
- (d) an FCM Unallocated Client Collateral Financial Account;
- (e) an FCM Buffer Financial Account; and
- (f) an FCM Client Collateral Account.

#### Article 6.2.1.2

LCH SA shall open and maintain the FCM Client Account Structure for an FCM Clearing Member in the name of such FCM Clearing Member for the benefit of its FCM Clients. The accounts comprising each FCM Clearing Member's FCM Client Account Structure shall have their situs located in the United States.

#### Article 6.2.1.3

LCH SA shall open and maintain the accounts comprising the FCM Client Account Structure for each FCM Clearing Member, and maintain the Collateral it holds on behalf of the FCM Clearing Member's FCM Clients in respect of their Cleared Transactions, in accordance with this TITLE VI, the FCM CDS Clearing Regulations, the Procedures and Applicable Law.

### Section 6.2.2 FCM Client Trade Account

#### Article 6.2.2.1

LCH SA shall open one FCM Client Trade Account for each FCM Client of each FCM Clearing Member.

#### Article 6.2.2.2

Registration of FCM Cleared Transactions in an FCM Client Trade Account shall initially be made by LCH SA on the basis of the Transaction Data with respect to the relevant Original Transaction and amended to reflect any compression of FCM Cleared Transactions pursuant TITLE III, [Chapter 3](#).

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unconditional consent and with the authority granted to the FCM Clearing Member to repledge such property to LCH SA; and

(b) as FCM Client Collateral Buffer is the sole legal and beneficial property of the FCM Clearing Member.

An FCM Clearing Member shall not deliver securities or other assets to LCH SA as Collateral for any FCM Client Financial Account or as FCM Client Collateral Buffer otherwise than in conformity to this [Article 6.2.4.2](#). It shall be accepted by every Person (including FCM Clients) subject to or dealing on the terms of these CDS Clearing Rules, that an FCM Clearing Member has its respective FCM Clients' unconditional consent to deliver to LCH SA as Collateral for the purposes of these CDS Clearing Rules any securities or other assets of such Person in the FCM Clearing Member's possession.

**Article 6.2.4.3**

All Collateral delivered by an FCM Clearing Member to meet its House Margin Requirement and its Client Margin Requirement shall be transferred to, and held by, LCH SA in accordance with Section 3 of the Procedures and the FCM CDS Clearing Regulations.

**Article 6.2.4.4**

When LCH SA determines the value of Collateral recorded in the FCM Client Collateral Account by applying haircuts to Eligible Collateral and/or FX adjustments to Cash Collateral in accordance with [Article 4.2.6.4](#) (which determinations will occur at the times set out in Section 3 of the Procedures):

(a) if there is an increase in the value of such Collateral, an amount of Collateral equal to such resulting increase will, following such determination, be transferred to the FCM Unallocated Client Collateral Financial Account, whereupon such amount will become FCM Unallocated Client Excess Collateral; or

(b) if there is a decrease in the value of such Collateral, following such determination, such decrease in value shall be allocated first against the FCM Available Client Collateral Buffer (if any), which will be reduced by an amount of Collateral equal to such resulting decrease. In the case where the FCM Available Client Collateral Buffer is not sufficient to cover the total amount of Collateral equal to the resulting decrease, the portion which is not covered by the FCM Available Client Collateral Buffer will reduce on a *pro rata* basis:

(a) the Legally Segregated Value recorded in each FCM Client Financial Account;

(b) the value of the FCM Allocated Client Collateral Buffer recorded in the FCM Buffer Financial Account; and

(c) the value of the FCM Unallocated Client Excess Collateral recorded in the FCM Unallocated Client Collateral Financial Account.

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of such FCM Clearing Member.

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**Section 6.2.5 FCM Client Collateral Buffer and FCM Unallocated Client Excess Collateral**

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**Article 6.2.5.1**

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If an FCM Clearing Member maintains any FCM Excess Collateral or FCM Client Collateral Buffer with LCH SA, then such FCM Excess Collateral or FCM Client Collateral Buffer shall be subject to the provision of this Article 6.2.5.1 and other applicable provisions of the CDS Clearing Rules.

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(a) House Excess Collateral. An FCM Clearing Member is permitted to maintain FCM House Excess Collateral with LCH SA. An FCM Clearing Member that is not a Defaulting Clearing Member may request the return of its FCM House Excess Collateral above its FCM House Excess Collateral Threshold at any time, and upon such request LCH SA shall return such amount, unless the FCM Clearing Member has a Margin Shortfall in any of its FCM Client Margin Accounts and does not have sufficient FCM Client Collateral Buffer to satisfy such Margin Shortfall. LCH SA may also, in its discretion, elect at any time to return any FCM House Excess Collateral to the applicable FCM Clearing Member.

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(b) FCM Client Excess Collateral and Reclassification of Same as FCM Unallocated Client Excess Collateral. An FCM Clearing Member is not permitted to maintain any FCM Client Excess Collateral on a day-to-day basis, but may hold FCM Client Excess Collateral on an intraday basis. Any intraday Client Excess Collateral attributable to a specific FCM Client Margin Account shall be available for purposes of LCH SA carrying out a Notional and Collateral Check in respect of the Client Trade Leg of an Eligible Intraday Transaction for such FCM Client, as provided in Article 4.2.2.4 and Section 2 of the Procedures. LCH SA shall transfer the value of any FCM Client Excess Collateral that is reflected in any FCM Client Financial Account of the FCM Clearing Member prior to the Morning Call to the FCM Clearing Member's FCM Unallocated Client Collateral Financial Account, which transfer will occur after (and only after) the FCM Clearing Member's satisfaction of that Morning Call, whereupon the FCM Client Excess Collateral shall become "FCM Unallocated Client Excess Collateral". If at any time an FCM Clearing Member delivers Collateral to LCH SA on behalf of an FCM Client in an amount that would cause such FCM Client's FCM Client Financial Account to contain FCM Client Excess Collateral, LCH SA may (a) reject the deposit, (b) immediately transfer the entire deposit or the amount of such excess back to the FCM Clearing Member or (c) accept the deposit and immediately transfer the amount of such excess to the FCM Clearing Member's FCM Unallocated Client Collateral Financial Account, whereupon it shall also become FCM Unallocated Client Excess Collateral. FCM Unallocated Client Excess Collateral also includes amounts described as such in Article 6.2.5.1(iii)(c) and any amounts transferred to the FCM Unallocated Client Collateral Financial Account in accordance with Article 6.2.4.4(i).

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(c) FCM Client Collateral Buffer. An FCM Clearing Member may deposit Collateral that is the property of such FCM Clearing Member (and not of any of its FCM Clients) with LCH SA as FCM Client Collateral Buffer for the benefit of all of its FCM Clients, subject to the following provisions and the provisions of Article 6.2.4.4(ii):

(a) The FCM Clearing Member shall not, and represents to LCH SA that it shall not, deposit an amount of FCM Client Collateral Buffer with LCH SA that, in combination with any other money, securities or other property deposited by it with any other Derivatives Clearing Organization, in a manner whereby such FCM Clearing Member is assumed to be the sole legal and beneficial owner of such property, to meet the aggregate obligations of its Cleared Swaps Customers, exceeds its residual financial interest in its aggregate Cleared Swaps Customer Collateral. For purposes of this provision, the terms “Cleared Swaps Customer” and “Cleared Swaps Customer Collateral” have the meaning set out in CFTC Regulation 22.1 and the term “residual financial interest” has the meaning as contemplated in CFTC Regulation 22.2(e)(4) and (g).

(b) LCH SA shall record such FCM Client Collateral Buffer in the FCM Clearing Member’s FCM Buffer Financial Account. If an FCM Clearing Member is a Defaulting Clearing Member, LCH SA may transfer FCM Allocated Client Collateral Buffer previously allocated (in accordance with Articles 4.2.2.4 and 6.2.4.4) to an FCM Client Financial Account from the FCM Buffer Financial Account to apply such Collateral to cover any Margin Shortfall in such FCM Client Financial Account. The value of any FCM Client Collateral Buffer so transferred shall be recorded in the FCM Client Financial Account and shall be deemed to become part of the relevant FCM Client’s Client Assets and shall no longer be deemed FCM Client Collateral Buffer.

(c) If the value of an FCM Clearing Member’s FCM Client Collateral Buffer exceeds its FCM Client Collateral Buffer Threshold due to a reduction in its prior FCM Client Collateral Buffer Threshold or to an increase in the value of the FCM Client Collateral Buffer, provided that such FCM Clearing Member is not a Defaulting Clearing Member, LCH SA will transfer such excess to its FCM Unallocated Client Collateral Financial Account, whereupon it shall also become FCM Unallocated Client Excess Collateral.

(d) Treatment of FCM Unallocated Client Excess Collateral. The following provisions apply to FCM Unallocated Client Excess Collateral:

(a) LCH SA shall hold FCM Unallocated Client Excess Collateral in the FCM Unallocated Client Collateral Financial Account for the benefit of the applicable FCM Clearing Member’s FCM Clients as a class, segregated in accordance with the CEA and CFTC Regulations, including Part 22 of the CFTC Regulations. LCH SA shall

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treat and record the FCM Unallocated Client Excess Collateral on an unallocated basis, in that it shall not attribute any portion thereof to any individual FCM Client of an FCM Clearing Member.

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- (b) Each FCM Clearing Member that maintains any FCM Unallocated Client Excess Collateral with LCH SA shall ensure that its books and records accurately reflect at all times the FCM Client or FCM Clients to which the value of such FCM Unallocated Client Excess Collateral is attributable and the amount attributable to each such FCM Client.

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- (c) LCH SA shall not, at any time, apply any FCM Unallocated Client Excess Collateral as FCM Client Collateral Buffer or to the relevant FCM House Margin Account, or to any of such FCM Clearing Member's FCM Client Financial Account(s).

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- (d) Upon the request of an FCM Clearing Member, in accordance with Section 5 of the Procedures, LCH SA will return FCM Unallocated Client Excess Collateral to such FCM Clearing Member. The FCM Clearing Member shall be deemed to represent to LCH SA, upon making any such request, that such request complies with the CFTC Regulations and that the returned FCM Unallocated Client Excess Collateral will remain segregated as and to the extent required under the CFTC Regulations and the CDS Clearing Rule Book.

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- (e) Upon the default of an FCM Clearing Member, any FCM Unallocated Client Excess Collateral in such FCM Clearing Member's FCM Unallocated Client Collateral Financial Account shall be held by LCH SA for the benefit of such FCM Clearing Member's FCM Clients in accordance with Part 190 of the CFTC Regulations and Applicable Law. LCH SA shall not apply any such FCM Unallocated Client Excess Collateral to the obligations of the FCM Clearing Member to LCH SA, in respect of its FCM Clients or otherwise, except to the extent directed by the applicable bankruptcy trustee or Competent Authority in accordance with Applicable Law.

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### Section 6.2.6 Customer Margin Requirements

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#### Article 6.2.6.1

An FCM Clearing Member must collect Collateral from each FCM Client in respect of such FCM Client's Open Positions in an amount at least equal to the greater of (i) the amount required by LCH SA for the FCM Client Margin Account for such FCM Client, or (ii) such higher amount as required in Section 2 of the Procedures if the FCM Client's Open Positions are non-hedging in nature.

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#### Article 6.2.6.2

No FCM shall permit an FCM Client to withdraw cash, securities or other property from the Cleared Swaps Customer Account (as that term is defined in CFTC Regulation 22.1) carried by the

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## CHAPTER 3 - TRANSFER

### Section 6.3.1 General

#### Article 6.3.1.1

Other than in the event that an FCM Clearing Member is a Defaulting Clearing Member, FCM Cleared Transactions shall not be transferred from one FCM Clearing Member to another FCM Clearing Member except as provided in this TITLE VI, [CHAPTER 3](#).

Rights under an FCM Cleared Transaction shall not be capable of assignment by an FCM Clearing Member. Any purported assignment by an FCM Clearing Member or any purported transfer that is not in compliance this TITLE VI, [CHAPTER 3](#), shall be void.

### Section 6.3.2 Full Transfers

#### Article 6.3.2.1

Upon the instruction of an FCM Client, via a Receiving Clearing Member (as set out in Section 5 of the Procedures), to transfer all FCM Cleared Transactions attributable to such FCM Client from the relevant FCM Client Trade Account of a Carrying Clearing Member, LCH SA shall transfer: (a) all FCM Cleared Transactions registered in the relevant FCM Client Trade Account of the Carrying Clearing Member on behalf of such FCM Client, as identified to LCH SA by the Carrying Clearing Member (such transfer to occur by novation of such FCM Cleared Transactions rather than by closeout and rebooking of new FCM Cleared Transactions); and (b) upon the request of the Receiving Clearing Member, on behalf of the relevant FCM Client, all Client Assets (if any) relating to the FCM Cleared Transactions that are being transferred to a Receiving Clearing Member designated by the FCM Client (as set out in Section 5 of the Procedures), provided that:

- (a) such FCM Client is solvent (such FCM Client will be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (b) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member, and no Event has occurred or is occurring with respect to either the Carrying Clearing Member or the Receiving Clearing Member;
- (c) the Receiving Clearing Member and Carrying Clearing Member are each FCM Clearing Members, and the Receiving Clearing Member is in compliance with all obligations imposed on it as an FCM Clearing Member;
- (d) the Receiving Clearing Member has consented in writing to such transfer, and has performed all necessary steps to allow LCH SA to open one FCM Client Trade Account and one FCM Client Margin Account in respect of the relevant FCM Client in its FCM Client Account Structure;

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(e) LCH SA has received sufficient Collateral (being the difference between the Receiving Clearing Member's FCM Client Margin Requirement in respect of the relevant FCM Cleared Transactions and the Client Assets that are to be transferred) from the Receiving Clearing Member in order to enable the transfer; and

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(f) the FCM Client has satisfied (such satisfaction to be presumed by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA) all outstanding obligations that are due and payable to the Carrying Clearing Member and its Affiliates, including any increased margin due and payable that may result from the proposed transfer, unless the Carrying Clearing Member otherwise consents in writing.

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For purposes of (vi) above, with respect to obligations owed to Affiliates of the Carrying Clearing Member by an FCM Client, "obligations" shall consist only of those obligations that arise as a result of cross-margining, cross-netting or other similar arrangements with respect to the FCM Cleared Transactions being transferred or the FCM Client's related collateral.

### Section 6.3.3 Partial Transfers

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#### Article 6.3.3.1

Upon the instruction of an FCM Client via a Receiving Clearing Member (as set out in Section 5 of the FCM Procedures) to transfer a portion of the FCM Cleared Transactions attributable to such FCM Client from the relevant FCM Client Trade Account of a Carrying Clearing Member (the "Porting FCM Cleared Transactions"), LCH SA shall transfer (such transfer to occur by novation of such Porting FCM Cleared Transactions rather than by closeout and rebooking of new FCM Cleared Transactions) the Porting FCM Cleared Transactions registered in the name of the Carrying Clearing Member on behalf of such FCM Client to a Receiving Clearing Member, designated by the FCM Client as set out in Section 5 of the Procedures, provided that:

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(a) such FCM Client is solvent (such FCM Client will be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);

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(b) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member, and no Event has occurred or is occurring with respect to either the Carrying Clearing Member or the Receiving Clearing Member;

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(c) the Receiving Clearing Member and Carrying Clearing Member are each FCMs, and the Receiving Clearing Member is in compliance with all obligations imposed on it as an FCM Clearing Member;

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(d) the Receiving Clearing Member has consented in writing to such transfer, and has performed all necessary steps to allow LCH SA to open one FCM Client Trade Account and one FCM Client Margin Account in respect of the relevant FCM Client in its Account Structure;

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(e) the Receiving Clearing Member has provided sufficient Collateral to LCH SA in respect of its current FCM Cleared Transactions and the Porting FCM Cleared Transactions in order to enable the transfer;

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(f) the FCM Client has satisfied (such satisfaction to be presumed by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA) all outstanding obligations that are due and payable to the Carrying Clearing Member and its Affiliates, including any increased margin due and payable that may result from the proposed transfer, unless the Carrying Clearing Member otherwise consents in writing; and

(g) in the event that the transfer will lead to an increased cover requirement from the Carrying Clearing Member to LCH SA, the Carrying Clearing Member provides sufficient Collateral to LCH SA in respect of such increased cover requirement.

For purposes of (vi) above, with respect to obligations owed to Affiliates of the Carrying Clearing Member by an FCM Client, "obligations" shall consist only of those obligations that arise as a result of cross-margining, cross-netting or other similar arrangements with respect to the FCM Cleared Transactions being transferred or the FCM Client's related collateral.

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### Section 6.3.4 Transfer of Client Assets

#### Article 6.3.4.1

Upon request from LCH SA, and in order to facilitate a transfer pursuant to Article 6.3.2.1, the Carrying Clearing Member shall notify LCH SA of the Client Assets which are attributable to the transferring FCM Client and, along with the Receiving Clearing Member, shall take such actions and provide such information to LCH SA in connection with the transfer as may be required by LCH SA. In the event that the Carrying Clearing Member fails to notify LCH SA of the Client Assets that are attributable to the relevant FCM Client, LCH SA shall transfer such Collateral from the Carrying Clearing Member's FCM Client Collateral Account to the Receiving Clearing Member's FCM Client Collateral Account as it deems appropriate and as set out in Section 5 of the Procedures.

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## Section 6.3.5 Transfer process

### Article 6.3.5.1

- (a) By notifying LCH SA of a request to accept a transfer of some or all of the FCM Cleared Transactions of an FCM Client, and the related Client Assets if applicable, pursuant to Article 6.3.2.1 or 6.3.3.1, the Receiving Clearing Member shall be deemed to have represented to LCH SA that all of the conditions set forth herein and in Section 5 of the Procedures to the transfer of the account of the FCM Client have been satisfied. Upon receipt of such transfer instructions, and provided that it does not determine, in its sole discretion, that the transfer cannot be effected under this CDS Clearing Rule Book, LCH SA shall transfer the FCM Cleared Transaction(s) into the relevant FCM Client Trade Account of the Receiving Clearing Member.
- (b) In the case where a transfer of FCM Cleared Transactions pursuant to [Article 6.3.2.1](#) will include the transfer of the related Client Assets:
- (1) In respect of Client Assets comprising Cash Collateral, such transfer shall be effected as follows:
- (A) the Carrying Clearing Member shall relinquish all rights to such Client Assets (including, for the avoidance of doubt, any beneficial interest and/or equity of redemption in respect thereof);
- (B) such Client Assets shall immediately upon such relinquishment be held by LCH SA on behalf of the Receiving Clearing Member; and
- (C) the Receiving Clearing Member's rights to such Client Assets arising as described in paragraph (B) above shall become, in respect of the relevant FCM Cleared Transactions, subject to the title transfer security arrangements entered into between the Receiving Clearing Member and LCH SA in relation to the provision of cover.
- (2) In respect of Client Assets that are subject to the security interest granted by the Receiving Clearing Member pursuant to Regulation 5 of the FCM CDS Clearing Regulations, such transfer shall be effected in accordance with Section 3 of the Procedures.
- (c) For the avoidance of doubt, the Carrying Clearing Member shall have no right or entitlement to assert any claim over, or right with respect to, the Client Assets transferred.
- (d) The transfer of the FCM Cleared Transactions and related Client Assets shall be deemed to occur simultaneously, and the transfer of the FCM Cleared Transactions shall be conditioned on the transfer of the related Client Assets, and vice versa.

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(e) If the transfer of all of such FCM Cleared Transactions and related Client Assets is not completed for any reason, then any actual transfer of Client Assets or FCM Cleared Transactions that has occurred, as the case may be, shall be deemed void, and any actual transfer of Client Assets or FCM Cleared Transactions that has occurred shall be immediately unwound.

#### Article 6.3.5.2

In making any transfer of FCM Cleared Transactions and Client Assets pursuant to this TITLE VI, Chapter 3, LCH SA shall be authorized and entitled to rely conclusively on the instructions of and information provided by the relevant FCM Clearing Member(s), which shall be solely responsible for all such instructions and information, including ensuring that the transfer is properly authorised and that the appropriate FCM Client Trade Account, FCM Client Margin Account, FCM Cleared Transactions and Client Assets have been identified.

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## CHAPTER 4 – LIQUIDATION EVENT

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### Article 6.4.1.1

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If at any time a liquidation date, howsoever described in the relevant clearing agreement or addendum to an existing agreement between an FCM Clearing Member and its FCM Client relating, in whole or in part, to clearing of CDS through the CDS Clearing Service, occurs in respect of one or more of the FCM Cleared Transaction(s) carried by an FCM Clearing Member for the account of an FCM Client and, at the time of such liquidation date, the relevant FCM Clearing Member is not a Defaulting Clearing Member, the relevant FCM Clearing Member may instruct LCH SA to transfer the relevant Client Cleared Transactions from the relevant FCM Client Trade Account to its FCM House Trade Account, in accordance with this TITLE VI, Chapter 4 and the Procedures.

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### Article 6.4.1.2

Subject to [Article 6.4.1.3](#), below, LCH SA will arrange a transfer of the relevant Client Cleared Transactions as soon as reasonably practicable (and usually within 24 hours of receipt of the documents listed in paragraphs (i) to (iii) of [Article 6.4.1.3](#), below).

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### Article 6.4.1.3

A transfer pursuant to this [Article 6.4.1.3](#), will be subject to the receipt by LCH SA of the following:

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- (a) a copy of the notice from the relevant FCM Clearing Member to the relevant FCM Client designating the relevant liquidation date, or if such liquidation date has occurred automatically, evidence of the relevant event of default or liquidation event having occurred;
- (b) a copy of the notice served by the relevant FCM Clearing Member on the relevant FCM Client alerting that FCM Client of its intention to request a transfer of the relevant Client Cleared Transactions attributable to the FCM Client pursuant to this TITLE VI, Chapter 4; and
- (c) an indemnity from the relevant FCM Clearing Member in a form suitable to LCH SA to cover any losses, costs or expenses incurred by LCH SA in connection with the transfer.

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## APPENDIX 1 CDS DEFAULT MANAGEMENT PROCESS

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### 1 Interpretation

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Capitalised terms used in this Appendix 1, which sets out the CDS Default Management Process, and not otherwise defined in Clause 1.1, shall have the meaning given in Section 1.1.1 of the CDS Clearing Rule Book, as may be amended from time to time.

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#### 1.1 Definitions

"Adjusted Loss Distribution Cap Amount" means, in respect of any Non-Defaulting Clearing Member, such amount as agreed between that Non-Defaulting Clearing Member and LCH SA pursuant to Clause 7.3;

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"Auction Non Bidder Bid Size" means for each Auction Package (including any Residual Auction Package) and each Non Bidder, the Non Bidder's Minimum Bid Size (or Recalculated Minimum Bid Size for any Residual Auction Package) minus the aggregate Bid Size of the Market Bids submitted by the Non Bidder for the Auction Package, or Residual Auction Package as the case may be;

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"Auction Non Bidder Fraction" is for each Non Bidder and each Auction Package, or Residual Auction Package as the case may be, the ratio of the Auction Non Bidder Bid Size to the member's Minimum Bid Size (or Recalculated Minimum Bid Size for any Residual Auction Package);

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"Auction Package" means a portfolio of Auction Transactions reflecting one or more Cleared Transactions registered in the name of the Defaulting Clearing Member, together with any connected hedging trades that have been concluded by LCH SA through Hedging;

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"Auction Package Weight" is for each Auction Package the ratio of the Spread Margin of the said Auction Package to the aggregate of Spread Margin across all Auction Packages. For the purposes of the foregoing, if for an Auction Package there is a Residual Auction Package which is subject to a second round of Competitive Bidding, the Auction Package Weight shall be divided as between the Reduced Auction Package and the Residual Auction Package on a pro rata basis by reference to the percentage of the Auction Package that is subject to the Residual Auction Package;

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"Auction Participant" means each Non-Defaulting Clearing Member or, acting in the place of a Non-Defaulting Clearing Member, an affiliated Clearing Member or alternatively, a non-clearing member Affiliate that clears through the Clearing Member, or an LCH Approved Outsourcing Agent of such Non-Defaulting Clearing Member, in any case which LCH SA has previously determined is capable of successfully participating in the CDS Default Management Process in accordance with Article 2.2.1.1 Article 2.2.1.1;

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"**Auction Portfolio**" means all the House Cleared Transactions of a Defaulting Clearing Member and/or the Non-Ported Cleared Transactions attributable to such Defaulting Clearing Member together with any connected hedging trades that have been concluded by LCH SA through Hedging;

"**Auction Transactions**" means the transactions making up an Auction Package;

"**Available CDS Funds**" means the amount of resources available to LCH SA as calculated in accordance with Clause 8.4;

"**Available Resources**" means, in respect of any Loss Distribution Period, the amounts available to LCH SA for application in meeting any Damage suffered or incurred by LCH SA in accordance with sub-paragraphs (i) to (vi) (inclusive) of Article 4.3.3.1 of the CDS Clearing Rule Book as at the relevant Last Call prior to Default;

"**Bid**" means a bid submitted to LCH SA by an Auction Participant as part of Competitive Bidding;

"**Bid Credit**" has the meaning set out in Clause 5.9(i);

"**Bid Deadline**" means the time by which Bids must be submitted in any Competitive Bidding;

"**Bid Price**" means the price submitted to LCH SA by an Auction Participant representing the nominal price that an Auction Participant would either:

- (i) pay to LCH SA; or
- (ii) require LCH SA to pay to it,

in each case in order to accept the registration of the Auction Transactions reflecting the Auction Package;

"**Bid Size**" means, for any Bid, the specified percentage of the Auction Package or the Residual Auction Package, as the case may be, as set out by an Auction Participant;

"**Cash Gainer**" means, in respect of any Cash Gainer and any Loss Distribution Day, the amount of positive Cumulative Hypothetical Gains, Losses and Realised Cash Flows in respect of such Cash Gainer in respect of such Loss Distribution Day;

"**Cash Gainer**" means each Margin Account in respect of which the Cumulative Hypothetical Gains, Losses and Realised Cash Flows in respect of such Loss Distribution Day is greater than zero;

"**Cash Gainer Adjustment**" has the meaning set out in Clause 7.1.1;

"**Cash Loser**" means each Margin Account in respect of which the Cumulative Hypothetical Gains, Losses and Realised Cash Flows in respect of such Loss Distribution Day is equal to or less than zero;

"**Cash Loser Adjustment**" has the meaning set out in Clause 7.1.2;

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"**CDS Default Management Guidance Manual**" means the detailed guidance manual developed by LCH SA, in consultation with the CDS Default Management Committee, setting out guidance for the CDS Default Management Group on the conduct of the Default Management Process in accordance with the principles set out in the CDS Default Management Process;

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"**CDS Repayment Amount**" means the Negative CDS Repayment Amounts and the Positive CDS Repayment Amounts;

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"**Clearing Member Adjustment Amount**" means, in respect of the Margin Account(s) of any Non-Defaulting Clearing Member and any Loss Distribution Day, an amount equal to the sum of the Cumulative Hypothetical Gains, Losses and Realised Cash Flows in respect of such Margin Account(s) of such Clearing Member less the sum of the Cumulative Actual Gains, Losses and Realised Cash Flows in respect of such Margin Account(s) of such Clearing Member, in each case in respect of the Loss Distribution Period in which such Loss Distribution Day falls, provided that the calculations shall be conducted separately for House Margin Account(s) and Client Margin Account(s);

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"**Client LCH Repayment Amount**" has the meaning set out in Clause 8.5.

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"**Competitive Bidding**" means the competitive auction process in which Auction Participants submit Bids for Auction Package(s), described in Clause 5 of the CDS Default Management Process, as may be supplemented, from time to time, by the CDS Default Management Guidance Manual;

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"**Confidential Material**" means data (including but not limited to portfolio data) and documents, which are not in the public domain and which are disclosed to a Clearing Member, its associated companies and advisers, or to which a Clearing Member obtains or otherwise has access as a result of participation in the Default Management Process as a member of the CDS Default Management Group (which, for the avoidance of doubt, does not include any information, data, or documents provided to LCH SA by the Clearing Member);

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"**Cumulative Actual Gains, Losses and Realised Cash Flows**" means, in respect of each Margin Account of each Non-Defaulting Clearing Member and any Business Day, the aggregate amount, if any, paid by LCH SA to such Clearing Member (expressed as a positive number) or by such Clearing Member to LCH SA (expressed as a negative number) in respect of such Margin Account by way of Product Cash Payments, Variation Margin and Margin Account Adjustment from but excluding the relevant Last Call prior to Default to and including such Business Day;

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"**Cumulative Hypothetical Gains, Losses and Realised Cash Flows**" means, in respect of each Margin Account of each Non-Defaulting Clearing Member and any Business Day, the sum of the Pre Haircut Gains, Losses and Realised Cash Flows for such Margin Account for each day from but excluding the relevant Last Call prior to Default to and including such Business Day;

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"Initial Winning Bid" means a Bid (or part thereof) which has been allocated against the Auction Package at the Initial Allocation Price or at the Non Bidder Allocation Price pursuant to Clause 5.6.1 or 5.6.3, as may be amended in accordance with Clause 5.8.1 if appropriate;

"Initial Winning Bidder" means an Auction Participant or Non Bidder, as the case may be, holding an Initial Winning Bid who is notified of this pursuant to Clause 5.6.4;

"Invoice Back" means the process by which a Cleared Transaction of the same CDS Type is created by LCH SA with the role of CDS Buyer and CDS Seller reversed and, at LCH SA's discretion, a different price or premium and other terms as are determined by LCH SA applied. The term "Invoicing Back" and other similar expressions shall be construed accordingly;

"Last Call prior to Default" means the most recent Business Day on which payments of Margin required to be made by Clearing Members were made in full;

"LCH Repayment Amount" means the amount payable to LCH SA by a Clearing Member or by a Clearing Member to LCH SA in accordance with Clause 8.5;

"LCH Transfer Cost" means the cost to LCH SA of registering all Auction Transactions making up the Auction Package within the Account Structure of one or more Auction Participants following the conclusion of Competitive Bidding;

"LCH Transfer Receipt" means the amount to be received by LCH SA for registering all Auction Transactions making up the Auction Package within the Account Structure of one or more Auction Participants following the conclusion of Competitive Bidding;

"LCH Uncovered Loss" means, in respect of LCH SA on any Business Day in any Loss Distribution Period, the amount calculated in accordance with the following formula:

$$\text{LCH Uncovered Loss}_{(t)} = \text{Max} (0, (\text{TCPH}_{(t)} + \text{CLC}_{(t)} - \text{AR}))$$

where:

"TCPH" means the Total Cumulative Pre Haircut Gains, Losses and Realised Cash Flows;

"CLC" means the Cumulative LCH Transfer Cost;

"AR" means the Available Resources; and

the LCH Uncovered Loss as at the Last Call prior to Default shall be zero;

"Loss Distribution Cap Amount" means, in respect of any Non-Defaulting Clearing Member and any Loss Distribution Period, an amount equal to:

- (a) the higher of (A) EUR 100,000,000; (B) the product of (1) 100 per cent. and (2) the Contribution Requirement of such Non-Defaulting Clearing Member as at the last revaluation date prior to the declaration of the Event of Default at the beginning of that Loss Distribution Period in accordance with Article 4.4.1.5 and Article 4.4.1.6 and ignoring

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any increase pursuant to [Article 4.4.1.8](#); and (C) its Adjusted Loss Distribution Cap Amount; minus

the net amount of any Margin Account Adjustment paid and/or received by such Clearing Member to LCH SA with respect to each Margin Account of such Clearing Member as a result of the application of the Loss Distribution Process in any previous Loss Distribution Period the first day of which falls within the same CDS Post-Default Period as such Loss Distribution Period (but, for the avoidance of doubt, excluding any Loss Distribution Period the first day of which falls within a different CDS Post-Default Period),

or such other cap as may be agreed from time to time between LCH SA and the Risk Committee provided that the relevant percentage specified in (i)(B)(1) above shall not be greater than 100% and further provided that no such amendment to the definition of the Loss Distribution Cap Amount shall be made during any CDS Post-Default Period relating to such Loss Distribution Period;

**"Loss Distribution Day"** means any Business Day in a Loss Distribution Period on which LCH SA, in consultation with the CDS Default Management Group, prior to calling for Collateral in respect of each Clearing Member's Margin Requirement in accordance with the provisions of Section 3 of the Procedures on such Business Day, determines that the LCH Uncovered Loss for that Business Day is greater than zero;

**"Loss Distribution Period"** means the period from, but excluding, the day on which an Event of Default is declared with respect to any Clearing Member pursuant to [Article 4.3.1.2](#), to but excluding the earlier of:

(i) the Clearing Day on which the Transfer Positions relating to any Auction Package(s) in connection with that Defaulting Clearing Member, or, if any Event of Default is declared pursuant to [Article 4.3.1.2](#), with respect to any other Clearing Member prior to the end of a Loss Distribution Period, any subsequent Defaulting Clearing Member, have been registered in the Account Structure of the relevant Auction Participants and all payments required to be made by such Auction Participants and/or LCH SA have been made in full; or

(b) the Early Termination Trigger Date;

**"Margin Account Adjustment"** means, in respect of each Margin Account and any Business Day, any Cash Gainer Adjustment or Cash Loser Adjustment as the case may be payable in connection with such Margin Account on such Business Day;

**"Margin Repayment Amount"** has the meaning set out in Clause [8.5](#);

**"Market Bid"** means any Bid which satisfies the Market Bid Metric and any other Bid which LCH SA has determined not to be a Non Market Bid;

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"Market Bid Metric" is satisfied by a Bid where:

- (a) in respect of a Bid for an Auction Package for which there will be an LCH Transfer Cost, the Bid Price is equal to or less than the aggregate of: (i) the Relevant Pro Rata Share of the Initial Allocation Price or Residual Allocation Price, as the case may be, and (ii) the Relevant Pro Rata Share of two times the Spread Margin calculated for the Auction Package on the basis of the Initial Allocation Price or Residual Allocation Price, as the case may be; and
- (b) in respect of a Bid for an Auction Package for which there will be an LCH Transfer Receipt, the Bid Price is equal to or more than the difference between: (i) the Relevant Pro Rata Share of the Initial Allocation Price or Residual Allocation Price, as the case may be, and (ii) the Relevant Pro Rata Share of two times the Spread Margin calculated for the Auction Package on the basis of the Initial Allocation Price or Residual Allocation Price, as the case may be.

where "Relevant Pro Rata Share" means the percentage of the Bid Size for that Bid compared to Bid Size of the Auction Package as a whole;

"Minimum Bid Size" has the meaning set out in Clause [5.4.4](#);

"Minimum Bid Size Denominator" means 1.25 or such other amount as may be determined by LCH SA, in consultation with the CDS Default Management Group;

"Negative CDS Repayment Amounts" means the negative single net sum determined in respect of the House Account Structure and each Client Account Structure of a Clearing Member in accordance with Clause [8.2](#);

"Nominated Representative" means an LCH SA representative who is nominated by the CDS Default Management Group to receive Bids in Competitive Bidding, subject that if no one individual is nominated, any of the LCH SA representatives on the CDS Default Management Group;

"Non Bidder" means an Auction Participant who does not submit Market Bid(s) in an amount equal to its Minimum Bid Size by the Bid Deadline (and the expiration of any grace period granted by LCH SA, in consultation with the CDS Default Management Group, pursuant to Clause [5.4.3](#)) provided that such Auction Participant is required to bid for the relevant Auction Package(s) in accordance with Clause [5.4.1](#);

"Non Bidder Allocation Price" means the price at which Auction Transactions are allocated to Non Bidders in accordance with Clauses [5.6.3](#) and [5.8.1](#);

"Non Market Bid" means a Bid which LCH SA, having consulted with the CDS Default Management Group, has determined, in its sole discretion, has been submitted at a Bid Price which does not satisfy the Market Bid Metric (unless LCH SA determines otherwise in accordance with Clause [5.4.8](#)) in respect of the relevant Auction Package subject that, if an

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Auction Participant has submitted Market Bid(s) in respect of an Auction Package which, in aggregate, equal or are in excess of its Minimum Bid Size, LCH SA shall not be entitled to classify such Auction Participant as a Non Bidder in respect of other Bid(s) submitted for the same Auction Package which could otherwise be classified as Non Market Bid(s);

**"Permitted Purpose"** means the proper fulfilment by the Clearing Member of its duties under the CDS Default Management Process and includes, after the completion of Competitive Bidding, the use by the Clearing Member, its associated companies and advisers (to be determined by it at its discretion) of any data or documents related to Transfer Positions allocated to it by LCH SA, for the purposes of its own ongoing portfolio management and to enable it to comply with ongoing legal or regulatory requirements;

**"Positive CDS Repayment Amounts"** means the positive single net sum determined in respect of the House Account Structure and each Client Account Structure of a Clearing Member in accordance with Clause 8.2;

**"Pre Haircut Gains, Losses and Realised Cash Flows"** means, in respect of each Margin Account of each Non-Defaulting Clearing Member and any Business Day, the amount which would be paid by LCH SA to such Clearing Member (expressed as a positive number) or by such Clearing Member to LCH SA (expressed as a negative number) by way of Product Cash Payments or Variation Margin in respect of such Margin Account on such Business Day in the absence of the application of the Distribution Haircut;

**"Product Cash Payments"** means, in respect of each Margin Account and any Clearing Day, any Fixed Amounts, Initial Payment Amounts, Auction Settlement Amounts or any Cash Settlement Amounts (as defined for the purpose of the applicable Cleared Transaction) connected to such Margin Account on such Clearing Day;

**"Recalculated Minimum Bid Size"** means, for each Auction Participant, the minimum percentage of the Residual Auction Portfolio, calculated in accordance with Clause 5.9.1, for which an Auction Participant is required to submit Bid(s);

**"Reduced Auction Package"** means the portion of the Auction Package that is not the Residual Auction Package;

**"Residual Allocation Price"** means the Bid Price of the Bid(s) at which the Residual Auction Package is allocated in accordance with Clause 5.6.2, pursuant to Clause 5.9;

**"Residual Auction Package"** means the portion of the Auction Package that LCH SA, in consultation with the CDS Default Management Group, determines should be the subject of a second round of Competitive Bidding in accordance with Clause 5.7.1;

**"Residual Transfer Payable"** means the amount an Auction Participant or Non Bidder, as appropriate, must pay to LCH SA in order to accept the registration of Auction Transactions reflecting the aggregate Bid Size(s) of its Residual Winning Bid(s), as determined in accordance with Clause 5.6.1(iii) or 5.6.3 (iii), as the case may be, pursuant to Clause 5.9;

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"Residual Transfer Receivable" means the amount an Auction Participant or Non Bidder, as appropriate, must receive from LCH SA in order to accept the registration of Auction Transactions reflecting the aggregate Bid Size(s) of its Residual Winning Bid(s), as determined in accordance with Clause 5.6.1(iii) or 5.6.3 (iii), as the case may be, pursuant to Clause 5.9;

"Residual Winning Bid" means a Bid (or part thereof) which has been allocated against the Residual Auction Package at the Residual Allocation Price or at the Non Bidder Allocation Price pursuant to Clause 5.6.1 or 5.6.3, pursuant to Clause 5.9;

"Residual Winning Bidder" means an Auction Participant or Non Bidder, as the case may be, holding a Residual Winning Bid who is notified of this pursuant to Clause 5.9.3;

"t" means, in respect of any determination made in relation to a Business Day, such Business Day;

"t-1" means, in respect of any determination made in relation to a Business Day, the Business Day immediately prior to such Business Day;

"Total Cumulative Hypothetical Gains, Losses and Realised Cash Flows" means, in respect of any Business Day, the sum of the Cash Gain in respect of all Cash Gainers on such Business Day;

"Total Pre Haircut Gains, Losses and Realised Cash Flows" means, in respect of any Business Day, the sum of the Pre Haircut Gains, Losses and Realised Cash Flows in respect of all Margin Accounts of all Non-Defaulting Clearing Members on such Business Day;

"Total Cumulative Pre Haircut Gains, Losses and Realised Cash Flows" means, in respect of any Business Day, the sum of the Total Pre Haircut Gains, Losses and Realised Cash Flows for each Business Day from but excluding the relevant Last Call prior to Default to and including such Business Day;

"Total Non Bidder Fraction" is for a Non-Defaulting Clearing Member, who is a Non Bidder for one or more Auction Packages, the sum across all Auction Packages of the product of the Auction Package Weight and the Non Bidder's Auction Non Bidder Fraction for that Non-Defaulting Clearing Member;

"Transaction Categories" mean the different categories of Cleared Transactions, being:

- (i) Index Cleared Transactions together with the relevant off-setting Single Name Cleared Transactions;
- (ii) residual Index Cleared Transactions; and
- (iii) residual Single Name Cleared Transactions;

"Transfer Positions" means the positions allocated to an Auction Participant pursuant to Clauses 5.6.2 and 5.8.1, if applicable;

"Winning Bid" means any Initial Winning Bid and/or any Residual Winning Bid; and

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material change to the CDS Default Management Process or CDS Client Clearing DMP unless it complies with the procedures set out in [Article 1.2.2.7](#), as applicable.

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### 3 Obligations and Undertakings

#### 3.1 Continuing obligations

The Clearing Member and, as applicable, any non-clearing member Auction Participant, shall:

- 3.1.1 be bound by and act in accordance with the CDS Default Management Process, to the extent required by LCH SA;
- 3.1.2 enter Bid(s) for Auction Package(s) as part of, and in accordance with the provisions relating to, Competitive Bidding; and
- 3.1.3 take all steps and execute all documents necessary or desirable to comply with its obligations as a Clearing Member or Auction Participant arising out of the CDS Default Management Process.

#### 3.2 Sole procedure

LCH SA agrees that:

- 3.2.1 porting or liquidation of Client Cleared Transactions pursuant to the CDS Client Clearing DMP where applicable, Competitive Bidding, as preceded by Hedging, shall be the only permitted method by which LCH SA shall offload the risk associated with the Defaulting Clearing Member's Cleared Transactions;
- 3.2.2 it shall not, under any circumstances, be permitted to invoke a non-competitive allocation procedure or Invoicing Back in respect of the Defaulting Clearing Member's Cleared Transactions; and
- 3.2.3 notwithstanding the application of the Loss Distribution Process set out in [Clause 7](#), and absent the provisions of [Clause 8](#) applying, it shall not be permitted to pay to Auction Participants an amount less than the Initial Transfer Receivable or the Residual Transfer Receivable for each such Auction Participant.

#### 3.3 FCM Clearing Members

LCH SA and Clearing Members agree that, where an Event of Default as defined in [Article 4.3.1.1](#) (v) or (vi) has been declared in respect of an FCM Clearing Member in accordance with the CDS Clearing Rule Book, this CDS Default Management Process shall be carried out:

- 3.3.1 in accordance with Regulation 4 of the FCM CDS Clearing Regulations, applicable US law and regulation (including but not limited to the requirements of the CEA, CFTC Regulations and applicable bankruptcy laws regarding the liquidation or transfer of FCM Cleared Transactions) and any directions issued by a [Competent Authority](#) and/or a duly appointed trustee for the liquidation of the Defaulting FCM Clearing Member; and

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3.3.2 in a manner that ensures the segregation of Client Assets attributable to FCM Cleared Transactions cleared on behalf of FCM Clients as is required by the CEA and CFTC Regulations, in accordance with Regulation 6 of the FCM CDS Clearing Regulations.

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#### 4 CDS Client Clearing Default Management Process

##### 4.1 Scope

The CDS Client Clearing DMP in respect of any Relevant Client Cleared Transactions of the Defaulting Clearing Member shall involve the stages set out in this Clause 4. For the purposes of this Clause 4, a Relevant Client Cleared Transaction will be included in an Auction Package from such time as LCH SA determines that such Relevant Client Cleared Transaction will not be ported. For the avoidance of doubt, any such Auction Package will only contain Non-Ported Cleared Transactions. LCH SA shall not be entitled to include Non-Ported Cleared Transactions and House Cleared Transactions of the Defaulting Clearing Member in a single Auction Package pursuant to this Clause 4.

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##### 4.2 Stages

If a Clearing Member becomes a Defaulting Clearing Member, LCH SA shall:

4.2.1 return any CCM Unallocated Client Collateral or FCM Unallocated Client Excess Collateral (as applicable) to the Defaulting Clearing Member in accordance with Article 4.3.2.4;

4.2.2 determine whether any Client Collateral Buffer has been allocated to (I) if the Defaulting Clearing Member is a CCM, a particular CCM Client Account Structure or (II) if the Defaulting Clearing Member is an FCM Clearing Member, a particular FCM Client Margin Account in accordance with Article 4.2.2.4 and Section 2 of the Procedures and, to the extent it has:

- (i) if the Defaulting Clearing Member is a CCM, transfer an amount of Collateral which is equal to the CCM Allocated Client Collateral Buffer for the relevant CCM Client Account Structure from the Buffer Collateral Account to the relevant CCM Client Collateral Account; or
- (ii) if the Defaulting Clearing Member is an FCM Clearing Member, transfer an amount of Collateral which is equal to the FCM Allocated Client Collateral Buffer for the relevant FCM Client Margin Requirement from the FCM Buffer Financial Account to the relevant FCM Client Financial Account;

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4.2.3 take any action under Article 4.3.2.3 as it shall deem necessary in respect of the Relevant Client Cleared Transactions of the Defaulting Clearing Member and any Collateral recorded in the Client Collateral Account(s) of the Defaulting Clearing Member (provided that any such action taken in respect of a Relevant Client Cleared Transaction is clearly referable to the relevant CCM Individual Segregated Account

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Client, CCM Net Omnibus Segregated Account Client, CCM Gross Omnibus Single Sub-Account Client, CCM Gross Omnibus Multi Sub-Account Client or FCM Client, as applicable);

4.2.4 if the Defaulting Clearing Member is a CCM and such Defaulting Clearing Member transfers its Client Pledged Eligible Collateral to LCH SA in accordance with Article 4.3.2.1, update its books and records to show that the Eligible Collateral has been provided to LCH SA with full title and ensure that the precise Eligible Collateral, provided in respect of each CCM Individual Segregated Account Structure, CCM Net Omnibus Segregated Account Structure and/or CCM Gross Omnibus Segregated Account Structure, is recorded in the relevant CCM Client Collateral Account(s) in accordance with Section 3 of the Procedures;

4.2.5 ascertain whether:

(i) if the Defaulting Clearing Member is a CCM:

(a) each CCM Individual Segregated Account Client of the Defaulting Clearing Member has appointed a Backup Clearing Member;

(b) each of the CCM Net Omnibus Segregated Account Clients attributable to a single CCM Net Omnibus Segregated Account Structure of the Defaulting Clearing Member has appointed a single Backup Clearing Member;

(c) with respect to each CCM Gross Omnibus Segregated Account Structure of the Defaulting Clearing Member, each of the CCM Gross Omnibus Segregated Account Clients attributable to a single CCM Gross Omnibus Sub-Account Structure has appointed a single Backup Clearing Member; and

(ii) if the Defaulting Clearing Member is an FCM Clearing Member, each of the FCM Clients of the Defaulting Clearing Member has appointed a Backup Clearing Member;

within the compulsory timeframe as set out in Clause Erreur ! Source du renvoi introuvable, or Clause Erreur ! Source du renvoi introuvable, as the case may be;

4.2.6 in respect of each CCM Gross Omnibus Segregated Account Structure for which all of the Relevant Client Cleared Transactions are not to be transferred to a single Backup Clearing Member:

(i) if the Defaulting Clearing Member has failed to transfer the Client Pledged Eligible Collateral to LCH SA within such period as LCH SA has specified in its request pursuant to Article 4.3.2.1(i), enforce the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriation of the Defaulting Clearing Member's Client Pledged Eligible Collateral in accordance

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with Article 4.3.2.6 and ensure that the precise Eligible Collateral is recorded in the relevant CCM Client Collateral Account; and

(ii) determine whether Client Assets recorded in the CCM Client Collateral Account of the relevant CCM Gross Omnibus Segregated Account Structure shall be liquidated (in whole or in part) and, as the case may be, liquidate such Client Assets and credit the liquidation value of such Client Assets to the CCM Client Collateral Account of that CCM Gross Omnibus Segregated Account Structure;

**4.2.7** determine the Ported Collateral, in accordance with Clause 4.5, attributable to each Client Margin Account, of the Defaulting Clearing Member (ensuring that any Collateral which has been, or is to be, transferred to the relevant Client Collateral Account pursuant to Clause 4.2.2 above is taken into account for these purposes), save where all of the Relevant Client Cleared Transactions of a CCM Gross Omnibus Segregated Account Structure are to be transferred to a single Backup Clearing Member. In such a case, LCH SA will determine the Ported Collateral attributable to that CCM Gross Omnibus Segregated Account Structure, by treating the CCM Client Margin Accounts that are part of such CCM Gross Omnibus Segregated Account Structure as if they were a single CCM Client Margin Account;

**4.2.8** where a Backup Clearing Member has been appointed in accordance with Clause [Erreur ! Source du renvoi introuvable.](#) or Clause [Erreur ! Source du renvoi introuvable.](#), as the case may be, send details of the open Relevant Client Cleared Transactions and Ported Collateral to the nominated Backup Clearing Member in respect of (i) each CCM Client of the Defaulting Clearing Member that is a CCM, or (ii) each FCM Client of the Defaulting Clearing Member that is an FCM Clearing Member;

**4.2.9** if the Defaulting Clearing Member is a CCM and where such Defaulting Clearing Member has failed to transfer its Client Pledged Eligible Collateral to LCH SA in accordance with [Article 4.3.2.1\(i\)](#), enforce the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriation of the Defaulting Clearing Member's Client Pledged Eligible Collateral in accordance with [Article 4.3.2.6](#);

**4.2.10** notify the Defaulting Clearing Member of those Relevant Client Cleared Transactions that will be ported to the appointed Backup Clearing Member(s) and those Non-Ported Cleared Transactions that will be liquidated pursuant to the CDS Client Clearing DMP;

**4.2.11** effect porting of the Relevant Client Cleared Transactions and transfer of the Ported Collateral to the Backup Clearing Member(s);

**4.2.12** once LCH SA has determined that porting in respect of a Client Account Structure will not occur, perform such risk neutralisation as is required and thereafter commence the Competitive Bidding process in respect of any Auction Packages containing Non-Ported Cleared Transactions and, if the Defaulting Clearing Member is a CCM, enforce

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its security interest under, and in accordance with, the Pledge Agreement and realise the value of the Client Pledged Eligible Collateral (if any), in accordance with Clause 4.4.2, by liquidating such Client Pledged Eligible Collateral.

#### 4.3 Portability of the Relevant Client Cleared Transactions

4.3.1 Provided that (a) (I) a CCM Individual Segregated Account Client of a Defaulting Clearing Member that is a CCM, (II) a CCM Gross Omnibus Single Sub-Account Client of a Defaulting Clearing Member that is a CCM or (III) an FCM Client of a Defaulting Clearing Member that is an FCM Clearing Member has appointed a Backup Clearing Member and informed LCH SA of the identity of such Backup Clearing Member at such time as determined by LCH SA; (b) within such period as LCH SA may determine of the service of a Default Notice on the relevant Clearing Member pursuant to Article 4.3.1.3, LCH SA has received confirmation from the Backup Clearing Member of its unconditional agreement (such agreement to be in such form as LCH SA may require at the relevant time) to act as Backup Clearing Member in relation to all the Relevant Client Cleared Transactions registered in the Client Trade Account(s) of (I) the relevant CCM Individual Segregated Account Structure, (II) the relevant CCM Gross Omnibus Single Sub-Account Structure or (III) the relevant FCM Client Account Structure and the receipt of the related Ported Collateral; (c) LCH SA has received confirmation from the relevant Client (in respect of such matters and in such form as LCH SA may require at the relevant time); and (d) if the Defaulting Clearing Member is a CCM, (I) such Defaulting Clearing Member has transferred ownership of the Client Pledged Eligible Collateral to LCH SA in accordance with the CDS Admission Agreement and Section 3 of the Procedures or LCH SA has enforced the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriating the Defaulting Clearing Member's Client Pledged Eligible Collateral (if any) in accordance with Article 4.3.2.6;

(i) LCH SA shall either: (a) transfer all of the open Relevant Client Cleared Transactions entered into by the Defaulting Clearing Member in respect of the relevant Client to the appointed Backup Clearing Member; or (b) terminate and close out such Relevant Client Cleared Transactions at their market value (as determined by LCH SA in its discretion) and enter into replacement Cleared Transactions on equivalent terms to such Relevant Client Cleared Transactions with the appointed Backup Clearing Member in respect of the relevant Client. Transferred or replacement Relevant Client Cleared Transactions will be registered in a Client Trade Account of the Backup Clearing Member and the Ported Collateral (where transferred in accordance with paragraph (ii) of this Clause 4.3.1) will be credited to the relevant Client Collateral Account of the Backup Clearing Member overnight, in accordance with this Clause 4.3.1;

(ii) where the relevant Client instructs a transfer of the Ported Collateral recorded in the relevant Client Collateral Account (including the CCM Client Collateral

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Account of a CCM Indirect Client Segregated Account Structure, if applicable) and attributable to the relevant CCM Client Margin Account, to the appointed Backup Clearing Member, LCH SA shall give effect to such instruction; and

- (iii) the amount due to be returned to the Defaulting Clearing Member in respect of the relevant Client shall be reduced by an amount equal to the value of the Ported Collateral transferred to the Backup Clearing Member, as referred to in paragraph (ii) of this Clause 4.3.1.

**4.3.2** Provided, if the Defaulting Clearing Member is a CCM, that (a) (I) all of the CCM Net Omnibus Segregated Account Clients within a CCM Net Omnibus Client Set of a Defaulting Clearing Member or (II) all of the CCM Gross Omnibus Multi Sub-Account Clients within a CCM Gross Omnibus Multi Sub-Account Client Set of a Defaulting Clearing Member, have appointed a single Backup Clearing Member and informed LCH SA of the identity of such Backup Clearing Member at such time as determined by LCH SA; (b) within such period as LCH SA may determine of the service of a Default Notice on the relevant Clearing Member pursuant to [Article 4.3.1.3](#), LCH SA has received confirmation from the Backup Clearing Member of its unconditional agreement (such agreement to be in such form as LCH SA may require at the relevant time) to act as Backup Clearing Member in relation to all the Relevant Client Cleared Transactions registered in the relevant Client Trade Accounts and the receipt of the related Ported Collateral; (c) LCH SA has received confirmation from each of such CCM Clients (in respect of such matters and in such form as LCH SA may require at the relevant time); and (d) such Defaulting Clearing Member has transferred ownership of the Client Pledged Eligible Collateral to LCH SA in accordance with the CDS Admission Agreement or LCH SA has enforced the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriating the Defaulting Clearing Member's Client Pledged Eligible Collateral (if any) in accordance with [Article 4.3.2.6](#);

- (i) LCH SA shall either (a) transfer all of the open Relevant Client Cleared Transactions entered into by the Defaulting Clearing Member in respect of the relevant CCM Clients to the appointed Backup Clearing Member; or (b) terminate and close out such Relevant Client Cleared Transactions at their market value (as determined by LCH SA in its discretion) and enter into replacement Cleared Transactions on equivalent terms to such Relevant Client Cleared Transactions with the appointed Backup Clearing Member in respect of the relevant CCM Clients. Transferred or replacement Relevant Client Cleared Transactions will be registered in Client Trade Accounts of the Backup Clearing Member and the Ported Collateral (where transferred in accordance with paragraph (ii) of this Clause 4.3.2) will be credited to the relevant Client Collateral Account of the Backup Clearing Member overnight, in accordance with this Clause [4.3.2](#);

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(ii) where each of the relevant CCM Clients instructs a transfer of the Ported Collateral attributable to the relevant CCM Client Collateral Account to the appointed Backup Clearing Member, LCH SA shall give effect to such instruction; and

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(iii) the amount due to be returned to the Defaulting Clearing Member in respect of the relevant CCM Clients shall be reduced by an amount equivalent to the Ported Collateral transferred to the Backup Clearing Member, as referred to in paragraph (ii) of this Clause 4.3.2.

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4.3.3 For the purposes of Clause 4.3.1 or Clause 4.3.2 above, the relevant Client may provide consent to LCH SA in writing (including by facsimile and email) and shall not be entitled to withdraw such consent once received by LCH SA.

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#### 4.4 Non-portability of the Relevant Client Cleared Transactions

In relation to each Client Account Structure in respect of which the Defaulting Clearing Member has Non-Ported Cleared Transactions, LCH SA shall:

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4.4.1 carry out Hedging and Competitive Bidding, in relation to such Non-Ported Cleared Transactions, in accordance with the provisions of the CDS Default Management Process, save that when establishing the Auction Packages for Competitive Bidding, LCH SA shall not combine the House Cleared Transactions of the Defaulting Clearing Member with such Non-Ported Cleared Transactions in a single Auction Package;

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4.4.2 if the Defaulting Clearing Member is a CCM, enforce its security interest under, and in accordance with, the Pledge Agreement and realise the value of the Client Pledged Eligible Collateral (if any) associated with each CCM Client Account Structure, by liquidating such Pledged Eligible Collateral in accordance with Article 4.3.2.7 and crediting such value to the relevant CCM Client Collateral Account(s);

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4.4.3 calculate an amount (the "CDS Client Clearing Entitlement") equal to:

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(i) a pro rata share of the value (whether positive value or negative) arising from the liquidation of such Defaulting Clearing Member's Non-Ported Cleared Transactions such pro rata share being determined in accordance with the methodology set out in Clause 4.5.2; plus

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(ii) (a) if the Defaulting Clearing Member is a CCM, in respect of:

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(I) a CCM Individual Segregated Account Structure, the liquidation value of the Client Assets recorded in the relevant Client Collateral Account(s); or

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(II) a CCM Net Omnibus Segregated Account Client or a CCM Gross Omnibus Segregated Account Client, a pro rata share of the liquidation value of the Client Assets recorded in the relevant

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Client Collateral Account, such *pro rata* share being determined by LCH SA in its sole discretion;

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(b) if the Defaulting Clearing Member is an FCM Clearing Member, in respect of each FCM Client, the value of the Client Assets attributable to such FCM Client's FCM Client Financial Account; minus

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(iii) a *pro rata* share of the costs of any Hedging undertaken, such *pro rata* share being determined in accordance with the methodology set out in Clause 4.5.2; minus

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(iv) a *pro rata* share of any costs, liabilities and expenses incurred or borne by LCH SA in connection with the implementation of the CDS Client DMP including, in particular, costs and amounts referred to in (i) and (iii) of this Clause 4.4.3, such *pro rata* share being determined in accordance with the methodology set out in Clause 4.5.2;

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4.4.4 if the Defaulting Clearing Member is a CCM, pay to such Client an amount equal to the relevant CDS Client Clearing Entitlement, in accordance with the Delegation.

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#### 4.5 Calculation process

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4.5.1 Determination of the Ported Collateral and calculation of the CDS Client Clearing Entitlement for each Client will be undertaken by LCH SA in accordance with its own records based on information provided to it by the Defaulting Clearing Member. LCH SA shall be under no obligation to verify or conduct any independent enquiry in respect of any such information and shall be entitled for all purposes to treat it as definitive. However, LCH SA may, in its absolute discretion, adjust its records to reflect any matter which it believes should be taken into account in determining the Ported Collateral and/or calculating the CDS Client Clearing Entitlements.

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4.5.2 When Non-Ported Cleared Transactions attributable to different Clients are dealt with as a single Auction Package, the *pro rata* share ("PRS") of the amounts specified in (i), (iii) and (iv) of Clause 4.4.3 should be determined on the basis of the following formula:

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$$PRS = \frac{A}{B}$$

Where:

A is either: (i) if the Defaulting Clearing Member is a CCM, (a) the last Client Margin Requirement for the Client Margin Account(s) maintained by the Defaulting Clearing Member in respect of (I) a CCM Individual Segregated Account Structure or (II) a CCM Gross Omnibus Single Sub-Account Structure (as applicable) calculated and satisfied prior to the Event of Default occurring; or (b) a portion of the last Client Margin

Requirement for the Client Margin Account maintained by the Defaulting Clearing Member in respect of (I) a CCM Net Omnibus Segregated Account Structure or (II) a CCM Gross Omnibus Multi Sub-Account Structure (as applicable) calculated and satisfied prior to the Event of Default occurring as attributed to the relevant CCM Net Omnibus Segregated Account Client in such CCM Net Omnibus Segregated Account Structure or the relevant CCM Gross Omnibus Multi Sub-Account Client in such CCM Gross Omnibus Multi Sub-Account Structure (as applicable), such portion being determined by LCH SA in its sole discretion; or (ii) if the Defaulting Clearing Member is an FCM Clearing Member, the last Client Margin Requirement for the FCM Client Margin Account maintained by the FCM Clearing Member on behalf of an FCM Client calculated and satisfied prior to the Event of Default occurring; and

**B** is the last Client Margin Requirement for each Client Margin Account of the Defaulting Clearing Member in which the Non-Ported Cleared Transactions which are the subject of the relevant Auction Package are contained, calculated and satisfied prior to the Event of Default occurring.

## 5 Competitive Bidding

### 5.1 Principles of Competitive Bidding

LCH SA, in consultation with the CDS Default Management Group, shall ensure that Competitive Bidding is carried out in accordance with the following principles:

- (i) all Non-Defaulting Clearing Members (directly or through an Affiliate or an LCH Approved Outsourcing Agent acting in its place as the Auction Participant) shall be required to participate in Competitive Bidding;
- (ii) all Auction Participants should be encouraged and incentivised to participate in Competitive Bidding; and
- (iii) Competitive Bidding should be structured to ensure that the risk associated with the Defaulting Clearing Member is offloaded by the cancellation of the Defaulting Clearing Member's Cleared Transactions at a price set in a commercially reasonable manner and their replacement with equivalent Cleared Transactions registered within the Account Structure of Non-Defaulting Clearing Member(s).

### 5.2 Construction of Auction Packages

#### 5.2.1 Determination by LCH SA

LCH SA will determine, in consultation with the CDS Default Management Group, the number of Auction Packages to be subject to Competitive Bidding.

LCH SA shall be permitted to establish multiple Auction Packages divided either by reference to the different Transaction Categories or within the same Transaction Category,

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provided that the determination of Auction Packages by LCH SA is made in accordance with Clause [4.4.1](#).

The determination of LCH SA, in consultation with the CDS Default Management Group, shall be made in its discretion depending on the context of the particular Event of Default and the circumstances of the Defaulting Clearing Member.

### 5.2.2 Off-setting

Where a decision is taken to divide the Auction Portfolio into multiple Auction Packages in accordance with Clause [5.2.1](#), LCH SA, in consultation with the CDS Default Management Group, shall undertake such division at its discretion in good faith with a view to ensuring that Competitive Bidding is carried out in accordance with the principles set out in Clause [5.1](#). In exercising its discretion under this Clause [5.2.2](#), LCH SA, in consultation with the CDS Default Management Group, shall consider, wherever possible, taking into account LCH SA's margining methodology, including within each Auction Package, any Cleared Transactions which have been offset for the purposes of calculating the Defaulting Clearing Member's Margin Requirement under [Article 4.2.3.1](#).

### 5.3 Competitive Bidding for multiple Auction Packages

LCH SA shall hold a separate auction for each Auction Package. The principles set out in Clauses [5.4](#) to [5.9.2](#) shall govern Competitive Bidding for each Auction Package and shall apply to each Auction Package separately.

### 5.4 Conduct of Competitive Bidding

#### 5.4.1 Participation in Competitive Bidding

All Auction Participants are required to participate in Competitive Bidding for each Auction Package notwithstanding that any Auction Participant may not have registered within its Account Structure a Cleared Transaction of the type included in the relevant Transaction Category for an Auction Package, save where:

- (i) an Auction Package comprises Single Name Cleared Transactions whose Reference Entity is the Auction Participant, in which case that Auction Participant is not required to participate in Competitive Bidding for that Auction Package;
- (ii) an Auction Participant is a Select Member, in which case such Auction Participant is not required to participate in Competitive Bidding for an Auction Package containing any Cleared Transaction that does not belong to any Product Family as set out in that Select Member's Product Family Form in force on the Business Day immediately preceding the CDS Post-Default Period; and
- (iii) LCH SA reasonably considers on a non-discriminatory basis that such Auction Participant is not required to participate in Competitive Bidding for that Auction Package.

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Where two or more Auction Participants within a Financial Group request LCH SA to treat them as a single Auction Participant for the purpose of requiring participation in Competitive Bidding under this Clause 5.4.1, LCH SA shall consent to such a request.

#### 5.4.2 Bidding Process

Subject to Clause 9 and in accordance with the procedure set out in the CDS Default Management Guidance Manual, LCH SA, in consultation with the CDS Default Management Group shall determine, and notify to each Auction Participant the following:

- (i) the number of Auction Packages, the size and direction of each Auction Package and such other information as may reasonably be considered necessary for the Auction Participants to receive;
- (ii) the number of Auction Participants required to participate in the Competitive Bidding for that Auction Package pursuant to Clause 5.4.1, taking into account the treatment of Auction Participants within a Financial Group as a single Auction Participant;
- (iii) the Minimum Bid Size Denominator;
- (iv) in respect of each Auction Package, the Minimum Bid Size for each Auction Participant required to participate in the Competitive Bidding for that Auction Package pursuant to Clause 5.4.1;
- (v) the identity of the Nominated Representative; and
- (vi) the Bid Deadline.

#### 5.4.3 Bidding

Each Auction Participant who participates in Competitive Bidding for an Auction Package is required to submit their Bid(s) in accordance with Clauses 5.4.4 to 5.4.7 below, to the Nominated Representative. Each Bid will specify the Bid Size and the Bid Price. By submitting a Bid, an Auction Participant represents that it will accept the registration of Auction Transactions equivalent to the Bid Size of the Bid at a cost determined in accordance with these provisions.

Auction Participants will be required to submit their Bid(s) by the Bid Deadline. However, in the event that LCH SA provides notification to all Auction Participants in reasonable time prior to the Bid Deadline, a grace period may be granted to all Auction Participants provided that such grace period shall be no longer than one hour, after consultation with the CDS Default Management Group.

Where Bids are received after the Bid Deadline (and the expiration of any grace period granted by LCH SA, pursuant to this Clause 5.4.3), LCH SA may, in its absolute discretion, reject a Bid on the grounds that it would prevent the CDS Default Management Process being completed within the targeted timeframe set out in Clause 2.1.

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#### 5.4.4 Minimum Bid Size

For each Auction Package, each Auction Participant who is required to bid for that Auction Package in accordance with Clause 5.4.1 above shall be required to submit Bid(s) in an amount equal to or greater than its Minimum Bid Size. The Minimum Bid Size ("MBS") shall be calculated by LCH SA in accordance with the following formula and expressed as a percentage:

$$MBS = \left[ \frac{A}{B} \right] \times C$$

Where:

**A** is the amount of the Auction Participant's contribution to the CDS Default Fund as at the last revaluation date prior to the declaration of the relevant Event of Default by LCH SA in accordance with Article 4.4.1.3. For the purposes of this calculation, an Auction Participant's contribution shall be the aggregate of its Contribution and the Contribution of any other Clearing Member in its Financial Group and with whom it is being treated as a single Auction Participant, pursuant to Clause 5.4.1.

**B** is the sum of Contributions of all Auction Participants who are required to bid for that Auction Package in accordance with Clause 5.4.1 above, as at the last revaluation date of the CDS Default Fund prior to the declaration of the relevant Event of Default by LCH SA in accordance with Article 4.4.1.5 and Article 4.4.1.6.

#### 5.4.5 C is the Minimum Bid Size Denominator. Satisfying the Minimum Bid Size

An Auction Participant can satisfy the requirement set out in Clause 5.4.4 by submitting multiple Bids with differing Bid Prices and Bid Sizes provided that, in aggregate, the Bid Size(s) of the Bids equals or exceeds the Minimum Bid Size. Accordingly, there is no requirement for an Auction Participant to submit a single Bid whose Bid Size equals the Minimum Bid Size, although it is entitled to do so.

#### 5.4.6 Bids in excess of the Minimum Bid Size

An Auction Participant can submit Bid(s) whose Bid Size(s) alone, or in aggregate, exceed the Minimum Bid Size for any Auction Package, subject that an Auction Participant shall be prohibited from submitting Bid(s) whose Bid Size(s), alone or in aggregate, exceed 100 per cent. of the relevant Auction Package.

#### 5.4.7 Bid Price

Auction Participants shall have sole discretion to specify the Bid Price that will apply to the Bid(s) submitted in the course of Competitive Bidding and neither LCH SA nor the CDS Default Management Group is permitted to specify, in advance of Competitive Bidding commencing, a minimum or maximum Bid Price that will apply in respect of a particular Auction Package.

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**5.4.8 Assessment of Non Market Bids**

Following the Bid Deadline, LCH SA, in consultation with the CDS Default Management Group, shall review the Bid(s) received in the course of Competitive Bidding to determine whether any Non Market Bid(s) have been submitted. LCH SA shall have the discretion to deem any Bid which does not satisfy the Market Bid Metric to be a Market Bid and in determining whether to exercise such discretion, in consultation with the CDS Default Management Group, shall take into account the relevant Auction Participant's Bid(s) as a whole.

**5.5 Non Bidders**

For the avoidance of doubt, if:

**5.5.1** an Auction Participant has submitted Market Bid(s) in respect of an Auction Package which, in aggregate, equal or are in excess of its Minimum Bid Size, LCH SA shall not be entitled to deem such Auction Participant to be a Non Bidder in respect of other Bid(s) submitted for the same Auction Package which could otherwise be deemed Non Market Bid(s); and/or

**5.5.2** an Auction Participant is not required to bid for an Auction Package in accordance with Clause 5.4.1 above, LCH SA shall not be entitled to deem such Auction Participant to be a Non Bidder in respect of that Auction Package.

**5.6 Allocation of the Auction Package**

**5.6.1 Calculation of the Initial Allocation Price**

Following the earlier of the receipt of final Bids from all Auction Participants and the Bid Deadline (and the expiration of any grace period granted by LCH SA pursuant to Clause 5.4.3), LCH SA, in consultation with the CDS Default Management Group, will determine the Initial Allocation Price, the Initial Transfer Payable and the Initial Transfer Receivable on the following basis:

- (i) it shall rank the Bids from best to worst, such that the Bid with the Bid Price which would ensure the best commercial result for LCH SA shall be regarded as the "best", and shall repeat such determination until all Bids are ranked according to their Bid Price. For these purposes, the "best commercial result" means the price at which LCH SA would receive the greatest amount or would have to pay the least amount in respect of the Auction Package;
- (ii) it shall determine the Initial Allocation Price as follows:
  - (a) it shall deem the Bid with the best Bid Price to be successful and shall allocate the Bid Size of such Bid against the Auction Package;

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(b) it shall repeat the process with each successive Bid with the best Bid Price until such time as the Auction Package has been completely allocated, subject to adjustment pursuant to Clause 5.6.3 (i);

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(c) if there is more than one Bid at the same Bid Price at which the entire Auction Package would be allocated, the Bids at that Bid Price shall be deemed allocated *pro rata* the relevant Bid Size of each Bid;

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(d) each of the Bids (or parts thereof) which are allocated shall be deemed Initial Winning Bids and the worst Bid Price of all the Initial Winning Bids shall be the Initial Allocation Price; and

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(iii) the Initial Transfer Payable or Initial Transfer Receivable shall be determined for each Auction Participant as the product of the aggregate of the Bid Sizes of that Auction Participant's Initial Winning Bids and the Initial Allocation Price.

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### 5.6.2 Process of Allocation

LCH SA, in consultation with the CDS Default Management Group, shall allocate each Auction Package amongst each of the Initial Winning Bids in a fair and consistent manner. Accordingly, an Auction Participant with one or more Initial Winning Bids in respect of an Auction Package shall be allocated a percentage of each of the Auction Transactions equal to the aggregate of the Bid Size of its Initial Winning Bids.

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### 5.6.3 Non Bidders

Where Non Bidders are identified:

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(i) LCH SA shall adjust the procedure for calculating the Initial Allocation Price, the Initial Transfer Payable and the Initial Transfer Receivable for Auction Participants by conducting the process set out in Clause 5.6.1(ii)(a) but on the basis that n% of the Auction Package shall be allocated, where "n" is equal to 100 minus the aggregate of each Non Bidder's Auction Non Bidder Bid Size;

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(ii) each Non Bidder shall be deemed to have submitted a single Bid with a Bid Size equal to their Auction Non Bidder Bid Size and a Bid Price equal to the Initial Allocation Price minus EUR 0.01 (where it is due an Initial Transfer Receivable in respect of the Auction Package) or plus EUR 0.01 (where it is required to make an Initial Transfer Payable in respect of the Auction Package) (the "Non Bidder Allocation Price"); and

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(iii) the Initial Transfer Payable or Initial Transfer Receivable for each Non Bidder shall then be determined as the product of the relevant Non Bidder's Auction Non Bidder Bid Size and the Non Bidder Allocation Price.

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For the avoidance of doubt, an Auction Participant may be deemed to submit Market Bids and Non-Market Bids in respect of the same Auction Package and shall only be deemed to be a Non-Market Bidder in respect of those Bids which are Non Market Bids.

#### 5.6.4 Notification of Initial Allocation Price

Following the calculation of:

- (i) the Initial Allocation Price and the Initial Transfer Payable or Initial Transfer Receivable for each Auction Participant (excluding Non Bidders); and
- (ii) the Non Bidder Allocation Price and the Initial Transfer Payable or Initial Transfer Receivable for each Non Bidder,

and provided that LCH SA has determined that it has sufficient financial resources in accordance with Clause 5.10 and that it does not need to hold a second round of Competitive Bidding in accordance with Clause 5.7.1, LCH SA will notify all Auction Participants that the Competitive Bidding process for the relevant Auction Package has been concluded and shall additionally notify each Clearing Member with an Initial Winning Bid(s), the details of the Initial Allocation Price or Non Bidder Allocation Prices (as the case may be) and the Initial Transfer Payable or Initial Transfer Receivable. Subject to Clause 6.3.2, an Initial Winning Bidder shall be contractually bound to accept registration of the Transfer Positions within its Account Structure in accordance with Clause 6.1.

#### 5.7 Review of Competitive Bidding

##### 5.7.1 Decision to hold a second round of Competitive Bidding

Where, following the calculation of the Initial Allocation Price and the Non Bidder Allocation Price (as appropriate), the Initial Transfer Payable and the Initial Transfer Receivable in accordance with Clause 5.6.1, LCH SA, in consultation with the CDS Default Management Group, determines that an LCH Transfer Cost arises such as to require recourse to the LCH SA Contribution, in accordance with Article 4.3.3.1, then it shall be permitted to consider holding a second round of Competitive Bidding.

In such circumstance LCH SA, in consultation with the CDS Default Management Group, shall determine in its absolute discretion whether:

- (i) it would be possible, through holding a second round of Competitive Bidding, to generate higher LCH Transfer Receipts (if the Auction Package has a positive mark-to-market) or a lower LCH Transfer Cost (if the Auction Package has a negative mark-to-market); and
- (ii) it would not be unrealistic that, following a second round of Competitive Bidding, the LCH Transfer Receipt or LCH Transfer Cost would be such as to enable LCH SA to register the Winning Bids within the Account Structure of the Non-Defaulting

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Clearing Member(s), in accordance with Clause [6.1](#), without exhausting the financial resources available to LCH SA under [Article 4.3.3.1](#).

### 5.7.2 Participation in a second round of Competitive Bidding

Where LCH SA determines that a lower LCH Transfer Cost or a higher LCH Transfer Receipt, as appropriate, could be generated, it shall require Auction Participants to participate in a second round of Competitive Bidding as soon as is reasonably practicable. LCH SA will consult with the CDS Default Management Group in accordance with the procedure set out in the Default Management Guidance Manual.

LCH SA, in consultation with the CDS Default Management Group, shall determine the percentage of the original Auction Package which will be subject to the second Competitive Bidding (such portion being referred to in the remainder of this Clause 5 as the "Residual Auction Package"). However LCH SA shall not be permitted to determine that more than 20 per cent. of the relevant Auction Package shall form the Residual Auction Package, unless a minor increase to such percentage would have, in the reasonable determination of LCH SA and the CDS Default Management Group, a material impact on the LCH Transfer Cost or LCH Transfer Receipt, as applicable, which it is expected will be generated as a result of the second round of Competitive Bidding.

### 5.8 Recalculated Allocation of the Auction Package and Initial Registration

#### 5.8.1 Recalculation of Initial Allocation Price

In the event that LCH SA determines that a second round of Competitive Bidding shall take place, LCH SA, in consultation with the CDS Default Management Group, shall recalculate the Initial Allocation Price and the Non Bidder Allocation Price, as appropriate, (and, by definition, the Bids thereby treated as Initial Winning Bids) and Initial Transfer Payable or Initial Transfer Receivable by following the procedure set out in Clause [5.6.1](#) in respect of the Reduced Auction Package.

#### 5.8.2 Notification of recalculated Initial Allocation Price

Following any recalculation of:

- (i) the Initial Allocation Price and the Initial Transfer Payable or Initial Transfer Receivable for each Auction Participant (excluding Non Bidders); and
- (ii) the Non Bidder Allocation Price and the Initial Transfer Payable or Initial Transfer Receivable for each Non Bidder,

pursuant to Clause [5.8.1](#), provided it has determined that it has sufficient financial resources in accordance with Clause [5.10](#), LCH SA will notify all Auction Participants of the results of the Competitive Bidding process including, for each Clearing Member with an Initial Winning Bid(s), the details of the Initial Allocation Price or Non Bidder Allocation Prices (as the case may be) and the Initial Transfer Payable or Initial Transfer Receivable. Subject to Clause [6.3.2](#), an Initial Winning Bidder shall be contractually bound to accept

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registration of the Transfer Positions within its Account Structure in accordance with Clause [6.1](#).

### 5.9 Conduct of Competitive Bidding for the Residual Auction Package

Competitive Bidding for the Residual Auction Package should be carried out in accordance with Clauses [5.1](#) to [5.4](#), treating the Residual Auction Package as the Auction Package for purposes of interpreting such provisions, but subject to the remainder of this Clause [5.9](#).

In applying such provisions to Competitive Bidding for the Residual Auction Package:

- (i) the Residual Allocation Price shall be determined on the basis that it were the Initial Allocation Price;
- (ii) the Residual Winning Bids shall be determined on the basis that they were Initial Winning Bids;
- (iii) the Residual Transfer Payable shall be determined on the basis that it were the Initial Transfer Payable;
- (iv) the Residual Transfer Receivable shall be determined on the basis that it were the Initial Transfer Receivable; and
- (v) LCH SA shall allocate the Auction Transactions for the Residual Auction Package in accordance with Clause [5.6.2](#).

#### 5.9.1 Recalculated Minimum Bid Size

Each Auction Participant's Minimum Bid Size shall be subject to recalculation for the Residual Auction Package depending on the outcome of the first round of Competitive Bidding:

- (i) where the aggregate of the Bid Sizes of an Auction Participant's Initial Winning Bids for the related Auction Package exceeds that Auction Participant's original Minimum Bid Size calculated in accordance with Clause [5.4.4](#), that Auction Participant will have its Minimum Bid Size for the Residual Auction Package reduced by an amount equal to the Bid Credit. For these purposes, the "Bid Credit" for any Auction Participant shall be the percentage difference between the Minimum Bid Size and the percentage of the aggregate of the Bid Sizes of that Auction Participant's Initial Winning Bids;
- (ii) for each Auction Participant to whom a Bid Credit has not been ascribed, that Auction Participant's Minimum Bid Size shall be increased by a *pro rata* share of the aggregate Bid Credits ascribed in relation to that Residual Auction Package.

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**5.9.2 Competitive Bidding Process**

LCH SA shall not be permitted to review the Competitive Bidding for the Residual Auction Package and shall be required to complete its obligations with respect to registration of the Transfer Positions, arising therefrom.

**5.9.3 Notification of Residual Allocation Price**

Following the calculation of:

- (i) the Residual Allocation Price and the Residual Transfer Payable or Residual Transfer Receivable for each Auction Participant (excluding Non Bidders); and
- (ii) the Non Bidder Allocation Price and the Residual Transfer Payable or Residual Transfer Receivable for each Non Bidder,

pursuant to Clause 5.9, LCH SA will notify all Auction Participants of the results of the second round of Competitive Bidding including, for each Clearing Member with a Residual Winning Bid(s), the details of the Residual Allocation Price or Non Bidder Allocation Price (as the case may be) and the Residual Transfer Payable or Residual Transfer Receivable. Subject to Clause 6.3.2, a Residual Winning Bidder shall be contractually bound to accept registration of the Transfer Positions within its Account Structure in accordance with Clause 6.1.

**5.10 LCH SA determination of financial resources**

Following the determination of the Initial Allocation Price pursuant to the first round of Competitive Bidding (or Residual Allocation Price pursuant to the second round of Competitive Bidding, as the case may be), LCH SA shall determine whether it has sufficient financial resources to meet its obligations arising from such Competitive Bidding, including but not limited to the ability to credit a Winning Bidder with an Initial Transfer Receivable or a Residual Transfer Receivable, as the case may be.

If the calculation of the Distribution Haircut produces a figure greater than 1, LCH SA shall be required to determine that it does not have sufficient financial resources.

LCH SA may only notify Winning Bidders in accordance with Clause 5.6.4, Clause 5.8.2 or Clause 5.9.3, as appropriate, and perform its obligations pursuant to Clause 6 in respect of the relevant Transfer Positions if it has reasonably determined that it does have sufficient financial resources. If LCH SA determines that it does not have sufficient financial resources, it shall notify all Auction Participants of the failure of Competitive Bidding and shall call an Early Termination Trigger Date in accordance with Clause 8 and, for the avoidance of doubt, no Auction Participant shall be deemed to have a Winning Bid and LCH SA shall not be permitted to register any Transfer Positions within the Account Structure of any Auction Participant.

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**Registration of Transfer Positions**

**6.1 Registration of Winning Bids**

LCH SA, in consultation with the CDS Default Management Group, shall register the Transfer Positions within the House Account Structure of:

- 6.1.1 an Initial Winning Bidder by no later than 09.15 on the Clearing Day following conclusion of the first round of Competitive Bidding; and
- 6.1.2 a Residual Winning Bidder by no later than 09.15 on the Clearing Day following conclusion of the second round of Competitive Bidding.

For the avoidance of doubt, where two rounds of Competitive Bidding have been undertaken on the same day, LCH SA, in consultation with the CDS Default Management Group, shall nevertheless undertake separate registration processes for the Transfer Positions arising from the first round of Competitive Bidding and the Transfer Positions arising from the second round of Competitive Bidding.

**6.2 Registration Obligations**

In order to effect the registration of the Transfer Positions within a Winning Bidder's House Account Structure, as contemplated by Clause 6.1, LCH SA shall prescribe such procedures and timetable as it considers reasonably appropriate in the circumstances. Winning Bidders will be required to comply with such requirements as may be established by LCH SA, after consultation with the CDS Default Management Group, to effect the registration of the Transfer Positions. In particular:

- (i) Winning Bidders will provide LCH SA with Collateral to satisfy an increased House Margin Requirement which shall take account of the Transfer Positions;
- (ii) if Competitive Bidding has given rise to an Initial Transfer Receivable or a Residual Transfer Receivable, as the case may be, LCH SA will credit the Winning Bidder with the requisite amount;
- (iii) if Competitive Bidding has given rise to an Initial Transfer Payable or a Residual Transfer Payable, as the case may be, the Winning Bidder will pay the requisite amount to LCH SA; and
- (iv) LCH SA shall ensure that the registration of the Transfer Positions is made in a way that recognises the Variation Margin paid or received, in relation to the Cleared Transactions of the Defaulting Clearing Member representing such Transfer Positions, to date.

**6.3 Failed Registration Obligations**

**6.3.1 Winning Bidder failure**

In the event that registration of a Transfer Position in accordance with Clause 6.1 requires the Winning Bidder to pay to LCH SA an amount reflecting an Initial Transfer Payable or a

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Residual Transfer Payable, as the case may be, any failure by the Winning Bidder to pay such amount or to provide Collateral to LCH SA as Margin in respect of the Transfer Position shall constitute a Payment Failure.

### 6.3.2 LCH SA failure

- (i) LCH SA shall not be permitted to register any Transfer Position with a Winning Bidder unless it is satisfied that its financial resources are sufficient to credit each Winning Bidder with its Initial Transfer Receivable or Residual Transfer Receivable, as the case may be.
- (ii) If LCH SA fails to credit such amount to the relevant Winning Bidder, either:
  - (a) prior to or simultaneously with calling for or returning, as the case may be, any Collateral taking into consideration the Open Positions reflecting such Transfer Positions; or
  - (b) if, in order to credit the required amounts to the Winner Bidder, LCH SA is dependent on Additional Contribution Amounts from Non-Defaulting Clearing Members being received in the same payment window as the payment or receipt of such Collateral, immediately after the payment window in which such Collateral shall be paid or received (as set out in Section 3 of the Procedures), such registration of the Transfer Position shall be deemed void *ab initio* and unenforceable against the Winning Bidder and:
    - (x) LCH SA shall not take any Open Positions reflecting such Transfer Positions into account for the purpose of calculating that Winning Bidder's House Margin Requirement on an ongoing basis; and
    - (y) to the extent a Collateral Call has already been made in respect of a Winning Bidder, taking account of Open Positions reflecting such Transfer Positions, and the relevant Winning Bidder has transferred Collateral in satisfaction of its House Margin Requirement on that basis the amount of Collateral called in respect of the Open Positions reflecting such Transfer Positions shall be returned to the Winning Bidder in accordance with Section 3 of the Procedures.
- (iii) In the event that LCH SA does not receive sufficient available resources in the relevant payment window on account of the failure of one or more Non-Defaulting Clearing Members, LCH SA, in consultation with the CDS Default Management Group, may take such action as is required, including holding a further auction process. In the event that LCH SA reasonably believes, after consultation with the CDS Default Management Group, that it will have sufficient available resources following an additional request for Additional Contribution Amounts from the then Non-Defaulting Clearing Members, LCH SA shall call for such amounts in accordance with Section 6 of the Procedures no later than the first available payment window on the following Business Day and the

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registration of the Transfer Positions shall not be regarded as void ab initio until LCH SA has determined whether it has sufficient available resources following such payment window.

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Notwithstanding any discretion provided to LCH SA in this paragraph (c), LCH SA shall be prohibited from determining not to credit each Winning Bidder with the full amount of its Initial Transfer Receivable or Residual Transfer Receivable and if it determines that it does not have, and will not have through the payment of Additional Contribution Amounts, sufficient available resources to credit such amounts, the registration of such Transfer Positions shall be deemed void ab initio in accordance with (b) above.

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#### 6.4 Off-setting

LCH SA agrees that it shall make provision for set-off by LCH SA of amounts owed by LCH SA to the Winning Bidder as a result of the operation of the CDS Default Management Process against sums owed by the Winning Bidder to LCH SA in respect thereof.

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### Loss Distribution Process

#### 7.1 Adjustment of Variation Margin payments

##### 7.1.1 Cash Gainer

On each Loss Distribution Day for each Margin Account of each Non-Defaulting Clearing Member that is deemed to be a Cash Gainer, the relevant Non-Defaulting Clearing Member shall be required to pay LCH SA an amount equal to any positive amount determined in accordance with the following formula or, as applicable, LCH SA shall be required to pay the relevant Non-Defaulting Clearing Member the absolute value of any negative amount determined in accordance with the following formula (in each case, such amount the "Cash Gainer Adjustment"):

$$\text{Cash Gainer Adjustment}_{(t)} = \text{PHG}_{(t)} - (\text{CHG}_{(t)} * \text{Max}(0, 1 - \text{DH}_{(t)}) - \text{CAG}_{(t-1)})$$

where:

"PHG" means the Pre Haircut Gains, Losses and Realised Cash Flows;

"CHG" means the Cumulative Hypothetical Gains, Losses and Realised Cash Flows;

"DH" means the Distribution Haircut; and

"CAG" means the Cumulative Actual Gains, Losses and Realised Cash Flows and where "CAG" as at the Last Call prior to Default shall be zero.

##### 7.1.2 Cash Loser

On each Loss Distribution Day for each Margin Account of each Non-Defaulting Clearing Member that is deemed to be a Cash Loser, LCH SA shall be required to pay the absolute

value of an amount (the "Cash Loser Adjustment") determined in accordance with the following formula:

$$\text{Cash Loser Adjustment}_{(t)} = \text{PHG}_{(t)} - (\text{CHG}_{(t)} - \text{CAG}_{(t-1)})$$

where:

"PHG" means the Pre Haircut Gains, Losses and Realised Cash Flows;

"CHG" means the Cumulative Hypothetical Gains, Losses and Realised Cash Flows; and

"CAG" means the Cumulative Actual Gains, Losses and Realised Cash Flows and where "CAG" as at the Last Call prior to Default shall be zero.

### 7.1.3 Application of Margin Account Adjustment

On each Loss Distribution Day, LCH SA shall apply the payment or receipt of any Margin Account Adjustment as an offset against any payments from or receivable by the relevant Clearing Member in respect of the same Margin Account.

### 7.1.4 Adjustments for Physical Settlement

Where Physical Settlement is applicable to any Cleared Transaction on any Loss Distribution Day, LCH SA may, following consultation with the Risk Committee or the CDS Default Management Group, as appropriate, make such adjustments as are necessary to the calculation of Cash Gainer Adjustment or Cash Loser Adjustment to reflect the payment flows arising from such Physical Settlement, keeping in mind the principle that the calculation of Cash Gainer Adjustment and Cash Loser Adjustment is designed to capture all profits and/or losses on positions during the relevant Loss Distribution Period.

### 7.2 Application of Cash Gainer Adjustment

LCH SA shall apply all Cash Gainer Adjustment it receives solely for the purposes of meeting Damage incurred by LCH SA following, and in relation to, each relevant Event of Default, as contemplated at and in accordance with Article 4.3.3.1 of the CDS Clearing Rule Book.

### 7.3 Adjustment to Loss Distribution Cap Amount

If, during any Loss Distribution Period, it appears to LCH SA that the Clearing Member Adjustment Amount for any Non-Defaulting Clearing Member is, or is about to be, equal to or greater than the Loss Distribution Cap Amount, LCH SA may request that an adjustment be made to the Loss Distribution Cap Amount for such Non-Defaulting Clearing Member. The relevant Non-Defaulting Clearing Member may, but is not required to, agree to an adjustment to such Loss Distribution Cap Amount. Once a Non-Defaulting Clearing Member has provided agreement to adjust the Loss Distribution Cap Amount in the form and within the timeframe set out in the relevant Clearing Notice referred to in Article 3.1.9.2 of the CDS Clearing Rule Book, such agreement will be considered irrevocable and cannot be withdrawn.

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**Early Termination**

**8.1 Early Termination Trigger**

**8.1.1** If, on any Loss Distribution Day, LCH SA determines either that:

(i) the Clearing Member Adjustment Amount for any Non-Defaulting Clearing Member would be equal to or greater than the applicable Loss Distribution Cap Amount for such Non-Defaulting Clearing Member (as adjusted pursuant to Clause 7.3, as the case may be) on that Loss Distribution Day;

(ii) LCH SA does not have sufficient financial resources available to make all payments required pursuant to Clause 5.10; or

(iii) in respect of an Auction Package or, as the case may be, a Residual Auction Package, none of the Auction Participants has submitted any Bid(s) by the Bid Deadline or the expiration of any grace period granted by LCH SA pursuant to Clause 5.4.3,

(the "Early Termination Trigger Date"), neither LCH SA nor any Non-Defaulting Clearing Member shall be obliged to make any further payments or deliveries under any Cleared Transaction between them which would, but for this Clause 8.1, have fallen due for performance on or after the Early Termination Trigger Date, and any obligations to make further payments or deliveries which would otherwise have fallen due shall be satisfied by settlement (whether by payment, set off or otherwise) of the House LCH Repayment Amount and Client LCH Repayment Amount(s) and other payment and delivery obligations in relation to any Cleared Transactions and any other obligations pursuant to the CDS Clearing Documentation (including Collateral registered in any Collateral Accounts and other Collateral representing a Clearing Member's Contribution Requirement) shall be payable or deliverable on the Early Termination Trigger Date and in accordance with the provisions of this Clause 8.

**8.1.2** Upon the occurrence of an Early Termination Trigger Date, LCH SA shall promptly publish a Clearing Notice in accordance with Article 3.1.9.4 of the CDS Clearing Rule Book.

**8.1.3** In circumstances where Client Collateral Buffer has been allocated to a CCM Client Account Structure in accordance with Article 4.2.2.4 and Section 2 of the Procedures, LCH SA shall transfer an amount of Collateral which is equal to the CCM Allocated Client Collateral Buffer for the relevant CCM Client Account Structure from the Buffer Collateral Account to the CCM Client Collateral Account of that CCM Client Account Structure as soon as reasonably practicable.

**8.1.4** For these purposes, the amounts to be repaid shall include, in respect each Margin Account of each Non-Defaulting Clearing Member:

(i) Variation Margin;

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### 8.3 Observable Market Price

For the purpose of determining an observable market price for each Cleared Transaction pursuant to Clause 8.2(i) above, LCH SA shall use its best efforts to determine the price of the relevant Cleared Transactions as at the end of the Business Day following the Early Termination Trigger Date, using such sources as it believes reasonable to provide the value of such Cleared Transactions. In doing so, LCH SA would be expected to use the following sources in order of descending priority as valuation points:

- (i) the end of day settlement prices published by another reputable clearing house operating in respect of CDS for the relevant valuation day;
- (ii) other objective and observable market prices for the relevant valuation day; and
- (iii) the mean settlement price for the relevant valuation day, calculated on the basis of a broad-based survey of market participants active in trading CDS.

### 8.4 Available CDS Funds

Following its determination of the CDS Repayment Amount in relation to each of the Non-Defaulting Clearing Member's House Account Structure and each of its Client Account Structures, LCH SA shall calculate the Available CDS Funds as the sum equal to the aggregate of the Negative CDS Repayment Amounts in respect of each Non-Defaulting Clearing Member.

Where the Available CDS Funds are less than the aggregate amount of Positive CDS Repayment Amounts, LCH SA shall calculate the Discounted CDS Repayment Amount for each Positive CDS Repayment Amount payable to a Non-Defaulting Clearing Member by multiplying each such Positive CDS Repayment Amount by the fraction determined by dividing A by B, where "A" is the Available CDS Funds and "B" is the aggregate amount of Positive CDS Repayment Amounts.

### 8.5 LCH Repayment Amounts

Following the calculation of each CDS Repayment Amount, or Discounted CDS Repayment Amount as the case may be, pursuant to Clauses 8.1 to 8.4 above, LCH SA shall calculate a LCH repayment amount separately in respect of each Non-Defaulting Clearing Member's (i) House Account Structure (the "House LCH Repayment Amount") and (ii) each of its Client Account Structures ("Client LCH Repayment Amount") (the "House LCH Repayment Amount" and "Client LCH Repayment Amount" being together referred to as the "LCH Repayment Amounts"). The LCH Repayment Amounts shall be determined as set out below.

LCH SA shall calculate in respect of the House Account Structure and each of the Client Account Structures of each Non-Defaulting Clearing Member, the value of Collateral recorded in the relevant Collateral Account, in each case without applying any haircuts to the valuation of the Collateral. Such amounts calculated in respect of each Margin Account (the "Margin Repayment Amounts") shall also include:

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(i) in respect of a CCM Client Margin Account, any Collateral transferred (or due to be transferred) to the relevant CCM Client Collateral Account by LCH SA pursuant to Clause 8.1.3; and

(ii) in respect of any House Margin Account, such Non-Defaulting Clearing Member's Contribution Balance and in the case of a CCM, the repayment or redelivery by LCH SA of all Collateral recorded as CCM Available Client Collateral Buffer in its Buffer Collateral Account (if any).

Such amount shall not include any Variation Margin, Pledged Eligible Collateral, CCM Unallocated Client Collateral or FCM Unallocated Client Excess Collateral returned to the relevant Non-Defaulting Clearing Member in accordance with Clause 8.7.

The Margin Repayment Amounts shall become immediately due and payable to the Clearing Member. In determining such amounts, LCH SA shall not separately value, nor take into account, as an amount due to the Clearing Member, any Collateral:

- (i) in respect of which the value has been accounted for in the determination of the value of any Cleared Transaction;
- (ii) which the Clearing Member has transferred to LCH SA other than on a full title transfer basis and which the Clearing Member will otherwise receive back in accordance with the CDS Clearing Rules; or
- (iii) which LCH SA has applied in order to reduce its loss in accordance with Article 4.3.3.1 of the CDS Clearing Rule Book and the CDS Default Management Process.

LCH SA shall then, for the House Account Structure and each of the Client Account Structures of the Non-Defaulting Clearing Member: (a) aggregate each positive CDS Repayment Amount, or Discounted CDS Repayment Amount, as the case may be, with the Margin Repayment Amounts, or (b) net and set off each Negative CDS Repayment Amount with the Margin Repayment Amounts, in each case to produce the House LCH Repayment Amount in respect of the House Account Structure and a Client LCH Repayment Amount for each of the Client Account Structures, respectively.

Where the determination in accordance with this Clause 8.5 produces positive amounts, LCH SA shall pay the LCH Repayment Amounts to the Clearing Member in accordance with Clause 8.7 and, where it produces negative amounts, the Clearing Member shall pay the LCH Repayment Amounts to LCH SA in accordance with Clause 8.7.

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9.1.2 in advance of both the first and second round of Competitive Bidding, as the case may be, those items listed in Clause 5.4.2;

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9.1.3 whether or not a grace period has been granted to Auction Participants as a whole, or a particular Auction Participant, pursuant to Clause 5.4.3;

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9.1.4 whether or not some or all of their Bid(s) have been deemed to be Market Bid(s) in the course of either the first or second round of Competitive Bidding (if applicable);

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9.1.5 whether or not they are an Initial Winning Bidder, what the Initial Allocation Price is and what the Initial Transfer Payable or Initial Transfer Receivable, as the case may be, is in accordance with Clause 5.6.4 and/or Clause 5.8.1;

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9.1.6 whether or not they have been deemed a Non Bidder, what the Non Bidder Allocation Price is and what the Initial Transfer Payable or Initial Transfer Receivable, as the case may be, is in accordance with Clause 5.6.3;

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9.1.7 which Transfer Positions are to be registered within its Account Structure as a result of being deemed an Initial Winning Bidder or a Non Bidder, as the case may be, in respect of the first round of Competitive Bidding and in respect thereof:

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(i) what the procedure and timeline will be for registration of the Transfer Positions, arising from the first round of Competitive Bidding, within its Account Structure;

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(ii) prior to registering the Transfer Positions within its Account Structure, what the increase to the Winning Bidder's House Margin Requirement or Client Margin Requirement (as the case may be) will be;

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(iii) prior to registering the Transfer Positions within its Account Structure, what the Initial Transfer Payable, or the Initial Transfer Receivable, as appropriate, will be;

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9.1.8 whether or not a second round of Competitive Bidding will be held;

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9.1.9 to the extent a second round of Competitive Bidding is held, whether or not they are the holder of a Residual Winning Bid, what the Residual Allocation Price is and what the Residual Transfer Payable or Residual Transfer Receivable, as the case may be, is;

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9.1.10 which Transfer Positions are to be registered within its Account Structure as a result of being deemed an Residual Winning Bidder or a Non Bidder, as the case may be, in respect of the second round of Competitive Bidding and in respect thereof:

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(i) what the procedure and timeline will be for registration of the Transfer Positions, arising from the second round of Competitive Bidding, within its Account Structure;

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(ii) prior to registering the Transfer Positions within its Account Structure, what the increase to the Winning Bidder's House Margin Requirement or Client Margin Requirement (as the case may be) will be;

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(iii) prior to registering the Transfer Positions within its Account Structure, what the Residual Transfer Payable or the Residual Transfer Receivable, as appropriate, will be; and

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9.1.11 where LCH SA has determined that its financial resources are not sufficient to meet its obligations arising from either the first or second round of Competitive Bidding, as the case may be, in accordance with Clause 5.8.1, of the failure of Competitive Bidding and the occurrence of an LCH Default.

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## 9.2 Sensitive Information

Nothing in this Clause 9 shall require LCH SA to disclose information in respect of the CDS Default Management Process which, in the reasonable opinion of LCH SA, may be subject to obligations of confidentiality, may constitute market sensitive data or is, in LCH SA's reasonable opinion, inappropriate for disclosure to Clearing Members.

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## 9.3 Competitive Bidding

The Nominated Representative will ensure that the identity of each Auction Participant is not revealed to the Clearing Member representatives on the CDS Default Management Group.

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## 10 Role and Constitution of the CDS Default Management Committee

### 10.1 Role

The CDS Default Management Committee shall meet at regular intervals (at least quarterly) in order to:

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10.1.1 determine the provisions of the CDS Default Management Guidance Manual that will supplement the principles set out in the CDS Default Management Process and assist the members of the CDS Default Management Group in implementing the CDS Default Management Process;

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10.1.2 keep both the CDS Default Management Process and the CDS Default Management Guidance Manual under review and to assist LCH SA in the design, testing and further improvement of the CDS Default Management Process;

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10.1.3 participate in regular fire drills in relation to the CDS Default Management Process;

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10.1.4 keep Section 9 of Part A or Part B, as applicable, of the CDS Clearing Supplement and Section 4.2 of the Procedures under review and assist members of the CDS Default Management Group in implementing the auction procedure to terminate any Self Referencing Transactions and enter into equivalent Single Name Cleared Transactions;

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10.1.5 keep under review the Terms of Reference for both the CDS Default Management Committee and the CDS Default Management Group to ensure they remain appropriate;

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10.1.6 maintain and keep under review the DMG Rotation Plan, as described at Clause 11.2.2 below;

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10.1.7 consider appropriate supplements or amendments to the CDS Default Management Process and/or the CDS Default Management Guidance Manual in order to improve the procedures in place;

10.1.8 keep under review the manner in which Auction Participants should be encouraged and incentivised to participate in Competitive Bidding and the consequences (if any) for non-participation or non market participation in Competitive Bidding; and

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10.1.9 consider any other business relevant to the CDS Default Management Process which any member of the CDS Default Management Committee from time to time sees fit to raise at such meetings.

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## 10.2 Composition

The CDS Default Management Committee shall be made up of the following individuals, each to be appointed by LCH SA, in consultation with the Risk Committee;

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10.2.1 representatives nominated by each of the Clearing Members (including, without limitation, those DMG Representatives that have been appointed, or will be appointed within the next 6 months, on behalf of a Clearing Member to the CDS Default Management Group in accordance with the DMG Rotation Plan) with appropriate skills and expertise who shall participate in the design and testing, etc of the CDS Default Management Process;

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10.2.2 at least one director (staff member of director grade) of the LCH SA Risk Management department, who shall be appointed as the vice-chairman of the CDS Default Management Committee by the LCH SA chief executive; and

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10.2.3 such other individuals as the CDS Default Management Committee and/or the Risk Committee considers appropriate from time to time in relation to such meetings.

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In making such appointments, LCH SA shall ensure that the composition of the CDS Default Management Committee is such as to provide effective review of the CDS Default Management Process and has suitable expertise and representation of market-making capacity in the event of an Event of Default.

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In carrying out each appointment, LCH SA shall require each representative of a Clearing Member mentioned in Clause 10.2.1 and each individual mentioned in Clause 10.2.3 to file a Fitness Self Certification and a CV with LCH SA. LCH SA shall be permitted to undertake reasonable diligence in respect of each of them before appointing them as members of the CDS Default Management Committee, and may require a Clearing Member to nominate alternative representative(s) if it is not reasonably satisfied that the proposed

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Management Committee, who shall be nominated by the relevant Clearing Members and appointed in accordance with Clause [11.2.2](#) below;

- (iii) at least one director (staff member of director grade) of the LCH SA risk management department; and
- (iv) such other individuals as the CDS Default Management Group considers appropriate from time to time in relation to individual meetings.

In making such appointments, LCH SA shall ensure that the composition of the CDS Default Management Group is such as to provide effective review of the CDS Default Management Process and has suitable expertise and representation of market-making capacity in the event of an Event of Default.

### 11.2.2 Appointment of Clearing Member representatives

Each Clearing Member is required to notify LCH SA of at least two representatives that can be called upon to participate, on behalf of that Clearing Member, as a member of the CDS Default Management Group in accordance with a rotational plan maintained by the CDS Default Management Committee in accordance with Clause [10.1.6](#) above ("DMG Representatives").

In nominating DMG Representatives, each Clearing Member shall identify a representative that shall be its principal DMG Representative and representative(s) that shall be its back-up DMG Representative(s).

Each proposed DMG Representative and each individual mentioned in Clause 11.2.1(iv) shall be required to file a Fitness Self Certification and a CV with LCH SA. LCH SA shall be permitted to undertake reasonable diligence in respect of any proposed DMG Representative before approving such representative's inclusion, on behalf of the relevant Clearing Member, on the rotational plan (the "DMG Rotation Plan") and may require a Clearing Member to nominate alternative DMG Representative(s) if it is not reasonably satisfied that the nominated representative(s) comply with the requirements set out in Clause [11.2.1\(ii\)](#). LCH SA shall also be permitted to undertake reasonable diligence in respect of any individual mentioned in Clause 11.2.1(iv) and to refuse to appoint any such individual.

The DMG Rotation Plan will be managed by the CDS Default Management Committee in accordance with the following principles:

- (i) the DMG Rotation Plan will list all DMG Representatives and the Clearing Member that each DMG Representative represents;
- (ii) the DMG Rotation Plan will set out a timetable for the appointment/retirement of Clearing Members to/from the CDS Default Management Group, the timetable being set by the CDS Default Management Committee in its discretion with a view to

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ensuring that the composition of the CDS Default Management Group at any one time has suitable expertise and representation of market-making capacity in the event of a default;

- (iii) at least five different Clearing Members shall be appointed to the CDS Default Management Group at any one time. For the avoidance of doubt, in the event that the CDS Default Management Group is required to convene in accordance with Clause 11.1.1, a Clearing Member that has been appointed to the CDS Default Management Group shall be permitted to provide any (but not all) of its principal or back up DMG Representatives to assist LCH SA in the management of the relevant Event of Default;
- (iv) the duration of each Clearing Member's appointment to the CDS Default Management Group shall be for a minimum of 6 months and a maximum of 5 years (at the discretion of the relevant Clearing Member) (the "DMG Term");
- (v) at the end of a Clearing Member's DMG Term (save where the expiry of such DMG Term arises in the course of management of an Event of Default, in which case the Clearing Member's DMG Term shall be extended at the discretion of the CDS Default Management Committee), the DMG Representatives representing such Clearing Member shall retire from the CDS Default Management Group and DMG Representatives (representing a different Clearing Member), as set out in the DMG Rotation Plan, shall be appointed to the CDS Default Management Group simultaneously in his/her place(s);
- (vi) only two Clearing Members may retire from the CDS Default Management Group and be replaced, in accordance with paragraph (v) above, in any 3 month period so as to maintain continuity of participation in the CDS Default Management Group.

### 11.2.3 Additional members

Following consultation with the CDS Default Management Group, LCH SA may invite the Defaulting Clearing Member to nominate one or more representatives to join the CDS Default Management Group to assist it in carrying out its functions under the CDS Default Management Process for that Defaulting Clearing Member. LCH SA may also request that representatives from other Clearing Members join the CDS Default Management Group, following consultation with the CDS Default Management Group.

In the event of receiving such request, the Defaulting Clearing Member and/or the Clearing Member, as appropriate, will be obliged to provide its CDS Default Management Committee representative, or an alternate with appropriate skills, experience and expertise as if that representative were a member of the CDS Default Management Committee, to participate in the CDS Default Management Group. The CDS Default Management Committee shall be able to request a substitute where it believes the Defaulting Clearing

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CDS Default Management Group, as appropriate, provided that nothing in this Clause [12.2](#) shall prevent LCH SA acting in a way which it reasonably determines necessary to manage its risk or otherwise meet its continuing obligations as a clearing house under the supervision of its Competent Authorities.

### 13 Subsistence of the CDS Default Management Process

#### 13.1 Applications for membership

Every Applicant shall be required to execute the CDS Admission Agreement, a condition of which shall be an undertaking to adhere to the CDS Default Management Process, failing which an application for membership shall not be approved by LCH SA.

#### 13.2 Condition of Continuing Membership

Each Clearing Member shall be required to participate in the CDS Default Management Process as a condition of continuing membership of the CDS Clearing Service.

#### 13.3 Automatic Termination

Save with regard to the provisions of Clause [13.4](#), the CDS Default Management Process shall cease to bind a Clearing Member immediately upon Membership Termination.

#### 13.4 Survival

Membership Termination shall not affect any accrued rights or liabilities of either LCH SA or the Clearing Member nor shall it affect the coming into force or the continuance in force of any provision of the CDS Default Management Process which is expressly or by implication intended to come into or continue in force on or after that termination, including without limitation the provisions of Clauses [2.3](#), [11.2](#), [11.3](#), [13](#) and [14](#).

### 14 Liability of LCH SA

The liability of LCH SA to Clearing Members shall be as detailed in [Section 1.2.10](#).

### 15 Governing Law

The CDS Default Management Process shall be governed by and construed in accordance with the laws of France.

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**Annex**

**Confidentiality, non-disclosure and participation in the CDS Default Management Group**

**General obligations of the Clearing Member**

**1 Confidentiality**

**1.1** The Clearing Member agrees that, in consideration of being given Confidential Material, it will keep all such Confidential Material in the strictest confidence, adhere to the provisions of the CDS Default Management Process in respect thereof and, subject to paragraph 1.3, will not disclose it to any person without the prior written permission of the managing director of the LCH SA risk management department, providing always that the Clearing Member shall be relieved of such an obligation of confidentiality in respect of any Confidential Material if:

**1.1.1** it comes into the public domain other than through a breach by the Clearing Member of the CDS Default Management Process; or

**1.1.2** the Clearing Member is expressly obliged to do so by order of a court of competent jurisdiction upon the application of a third party, or as a result of any request to disclose such part or parts of the Confidential Material in connection with any inquiry or other request by a regulatory authority or self-regulatory authority asserting jurisdiction over the Clearing Member.

**1.2** The Clearing Member further agrees that it will not use any Confidential Material for any purpose other than the Permitted Purpose. In this regard the Clearing Member expressly acknowledges and agrees that the Confidential Material may contain commercially sensitive information which if used inappropriately or otherwise than in accordance with the CDS Default Management Process might result in the gaining of an unfair commercial advantage by the Clearing Member over other Clearing Members.

**1.3** Subject to paragraph 1.5, the Clearing Member may disclose any Confidential Material to any of its employees, representatives, associated companies and advisers on a "strictly need to know" basis, in the event that any such person needs that Confidential Material for the Permitted Purpose (and to that extent only), provided that the Clearing Member notifies the vice-chairman of the CDS Default Management Committee prior to such disclosure.

**1.4** The Clearing Member agrees to establish and adhere to adequate procedures (including, without limitation, the establishment of appropriate Information Barriers) to ensure that any employee or representative to whom any Confidential

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Material is disclosed shall not use any part or all of that Confidential Material for any proprietary purpose outside the scope of the Permitted Purpose.

**1.5** This paragraph and the duties hereunder shall survive the termination of the CDS Default Management Process and, in relation to any Confidential Material, shall expire on the second anniversary of the date the Confidential Material was first provided to the Clearing Member, without prejudice to confidentiality obligations under any Applicable Law which would prevent the Clearing Member from disclosing or using any Confidential Material otherwise than pursuant to and in accordance with paragraphs 1.1 to 1.4 above.

## 2 **Secrecy**

**2.1** Except in accordance with the terms of this Annex, the Clearing Member agrees that it shall treat as strictly confidential and shall not disclose or allow to be divulged to any person:

- 2.1.1** Confidential Material;
- 2.1.2** the fact that it has received any Confidential Material;
- 2.1.3** the existence of any discussions or negotiations between the parties in this matter.
- 2.1.4** details of the Permitted Purpose and any of the proposals, terms, conditions, facts or other matters relating to any of the foregoing. Subject only to the Clearing Member being relieved of such an obligation because of the circumstances covered in paragraphs 1.1.1 and 1.1.2.

**2.2** LCH SA undertakes to ensure that the Clearing Member is fully appraised of information on the CDS Default Management Process that it makes public and which is accordingly of relevance to the Clearing Member's obligations.

## 3 **Property**

The parties acknowledge that the property in the Confidential Material (or any part of it) shall not pass to the Clearing Member or any Clearing Member, and the property in the media on which it is conveyed to the receiving party shall not pass to the Clearing Member or any Clearing Member unless expressly so agreed by LCH SA in writing.

## 4 **Return of Confidential Material**

Upon request by LCH SA, and in any event upon fulfilment of the Permitted Purpose, the Clearing Member shall promptly return to LCH SA by a secure method of transportation all or any part of the Confidential Material and all copies thereof in its possession or control or that of its employees or representatives, including all other papers, programs and

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## 8 Confidentiality

8.1 Subject to paragraph 8.3 below, the Clearing Member shall procure that the DMG Member shall keep all Confidential Material strictly confidential to himself and will not disclose it to any person who is not a DMG Member (including, for the avoidance of doubt, the Clearing Member who recommended his appointment to the CDS Default Management Group or his employer (if different) or any other employee, adviser, officer or fellow worker of that Clearing Member or his employer) without the prior written permission of the managing director of LCH SA's risk management department or his properly authorised delegate, providing always that the DMG Member shall be relieved of such an obligation of confidentiality in respect of any Confidential Material if it comes into the public domain in the circumstances covered in paragraphs 1.1.1 and 1.1.2.

8.2 Subject to paragraph 8.3 below, the Clearing Member shall procure that the DMG Member shall not use any Confidential Material for any purpose other than the proper fulfilment of his duties as a DMG Member.

8.3 The parties acknowledge that, where LCH SA has declared an Event of Default in accordance with Article 4.3.1.2, the DMG Member may be required by a Clearing Member and/or his employer (if different) to provide certain services to LCH SA in the management of the default. In such event, and only in such event, the parties acknowledge that the DMG Member shall be entitled to disclose any part or parts of the Confidential Material as may be agreed by LCH SA, in such manner and form and in accordance with such procedures as may prescribed by LCH SA and/or the CDS Default Management Group with regard to the management of that default.

8.4 Upon request by LCH SA, and in any event upon termination of the membership of the DMG Member of the CDS Default Management Group, the Clearing Member shall procure that the DMG Member shall promptly return to LCH SA by a secure method of transportation all or any part of the Confidential Material and all copies thereof in his possession or control, including all abstracts, notes, drawings and other papers, programs and records incorporating any of that Confidential Material, or shall destroy such information and shall certify to LCH SA in writing that it has done so, provided that the DMG Member is permitted to retain a copy thereof to comply with applicable legal or regulatory requirements.

## 9 Warranty and representation

The Clearing Member represents and warrants that it will procure that:

9.1 the Clearing Member and the DMG Member's employer (if different) are aware of the obligations of confidentiality arising out of the CDS Default Management Process; and

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9.2 nothing in the CDS Default Management Process will cause the DMG Member to breach any duty or obligation (whether arising pursuant to contract or otherwise) which he owes to the Clearing Member or to his employer, if different, or any other contract counterparty of the DMG Member.

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# LCH SA

## CDS Clearing Procedures

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### Section 1 - Membership

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1.1 APPLICATION PROCEDURE

(a) Indicative timeline for an application

The following is an indicative, non-binding timeline for the processing of an application. The exact period to process an application will depend on the circumstances; for example, the period may be longer where LCH SA requests that the Applicant provides further information or a legal opinion is required to be issued.

(b) Initial review

An Applicant shall first submit an initial query to LCH SA's membership department or CDSClear Business Development & Relationship Management team, which, in turn, will request such Applicant to provide the following:

- (i) the most recent annual financial statements along with any interim statements of such Applicant; and
(ii) details of any implicit or explicit support available from group or external entities.

Following receipt of the information and documents listed in sub-paragraphs (i) and (ii) above, LCH SA will carry out an initial review to assess the credit risk of the Applicant. LCH SA shall endeavour to review the information and documents within 5 Business Days from receipt by LCH SA but owes no duty or obligation to the Applicant to do so.

Following completion of the initial review, LCH SA will:

- (x) either confirm that the Applicant may submit the LCH SA's admission form relating to the CDS Clearing Service which is available on the Website (the "CDSClear Admission Form"). In such a case, the next steps of the application process as set out in sub-paragraphs (c) to (f) below will apply; or
(y) refuses admission of the Applicant.

The decision of LCH SA shall be communicated to the Applicant by registered mail. Where an Applicant was refused admission, the decision of LCH SA will indicate the reasons why membership was refused.

(c) Application process

Where the country of incorporation of the Applicant is not covered by an existing legal opinion, which will require LCH SA to provide the relevant legal opinion, the indicative timeline as set out in this sub-paragraph (c) below will be extended from 30 Business Days to 40 Business Days from receipt of the CDSClear Admission Form and required supported documents by LCH SA (including any additional information or documents requested by LCH SA).

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Day 1

CDSClear Admission Form and other supporting documents are submitted by an Applicant.

Day 1 to 30

Application is reviewed by LCH SA and due diligence is carried out on the Applicant which may include a site visit.

Day 30

Application is either: rejected, accepted or accepted with conditions.

(d) CDSClear Admission Form

An Applicant shall complete the CDSClear Admission Form. The Applicant must:

(i) complete all sections of the CDSClear Admission Form and in particular, the Applicant must select one of the available types of membership of the CDS Clearing Service (each a "CDS Membership Type"); and

(ii) provide all documents required to be submitted with the CDSClear Admission Form. In particular, an Applicant that wishes to be admitted as a Select Member shall: (x) provide LCH SA with the Product Family Form duly completed by that Select Member; and (y) if that Select Member wishes to receive the Price Requirement Files, shall inform LCH SA of the existence of arrangements as are necessary for it to provide LCH SA with Market Data in accordance with Section 5 of the Procedures.

For further information please contact the CDSClear Business Development & Relationship Management team by email at cdsclearbusinessdevrm@lch.com or on +44 (0) 203 137 4516.

LCH SA has the right, at its sole discretion, to amend the CDSClear Admission Form.

If an Applicant is an existing clearing member of another clearing service provided by the LCH.Clearnet Group, then LCH SA may waive the requirement to provide certain documents on the basis that LCH SA already holds the relevant information. The CDSClear Business Development & Relationship Management team will notify an Applicant that is an existing clearing member as to the documents it will be required to provide.

Application fees are displayed on the Website.

(e) Due diligence and review process

An Applicant must accept that during the review process LCH SA:

(i) is entitled to make enquiries of any nature about the Applicant and any person connected or associated with the Applicant;

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The CDS Membership Type to which the Clearing Member has been admitted will be specified in the approval letter sent by LCH SA.

LCH SA may refuse an Applicant admission to membership if the conditions set out in Article 2.2.1.1 of the CDS Clearing Rule Book have not been satisfied or if it considers that such admission may adversely affect the operation of the CDS Clearing System or the provision of the CDS Clearing Service. The decision to refuse admission to membership will indicate the reasons why membership was refused.

- (f) Fulfilment of any conditions attached to approval

LCH SA may impose conditions or limitations on the exercise of certain rights under the CDS Clearing Documentation, provided that such conditions or limitations are imposed without discrimination.

If the Applicant is approved as a Clearing Member it shall, before submission of its first Original Transaction for registration and clearing by LCH SA:

- (i) provide LCH SA with (x) a duly signed copy of the CDS Admission Agreement and the Access Agreement (which enables access to the CDS Clearing System and is available on the Website) and (y) any remaining documents and information as notified in the approval letter; and
(ii) comply with all requirements set out in Title II of the CDS Clearing Rule Book.

A Clearing Member must begin clearing operations within six months after LCH SA provides notice of its admission, unless LCH SA agrees to extend the time limits. Where the Clearing Member fails to start clearing operations within six months, the admission decision shall be automatically revoked and any new admission will require compliance with the provisions of this Paragraph 1.1.

- (g) The provision of CDS Client Clearing Services by a Clearing Member

Pursuant to Article 5.1.1.1, or Article 6.1.1.1 as applicable, of the CDS Clearing Rule Book, a Clearing Member must, in respect of each prospective Client, provide LCH SA with:

- (i) a form relating to the provision of CDS Client Clearing Services (the "Client Clearing Form") which is available upon request to LCH SA's CDSClear Business Development & Relationship Management team (cdsclearbusinessdevrm@lch.com or on +44 (0) 203 137 4516); and
(ii) all documents required to be submitted with the Client Clearing Form.

LCH SA shall:

- (i) review the Client Clearing Form and the related supporting documents; and
(ii) endeavour to confirm, within 10 Business Days from the date of their receipt, that the Client Clearing Form and the related supporting documents have been duly filled and submitted (the "Confirmation Notice").

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The Confirmation Notice takes the form of an email sent to the person designated as the relevant contact in the Client Clearing Form.

The Clearing Member may start providing CDS Client Clearing Services to the relevant Client 5 Business Days from the receipt of the Confirmation Notice.

In respect of a Clearing Member which submits its first Client Clearing Form, the above-mentioned timeline is subject to:

- (i) the successful completion of the operational tests requested by LCH SA to ensure that the Clearing Member is operationally capable of using the LCH SA's client clearing platform; and
- (ii) the putting in place of a Power of Attorney in respect of one of its TARGET2 Accounts for the purposes of posting Collateral in respect of its Client Margin Accounts in accordance with Article 2.2.7.5 of the CDS Clearing Rule Book and Section 3 of the Procedures.

Where CDS Client Clearing Services are provided by a CCM to a CCM Individual Segregated Account Client which is, in turn, providing indirect clearing services to its CCM Indirect Clients, the CCM will request LCH SA to open a CCM Indirect Client Segregated Account Structure in respect of all the CCM Indirect Clients of such CCM Individual Segregated Account Structure by submitting a form which is available upon request to LCH SA's CDSClear Business Development & Relationship Management team (cdsclearbusinessdevrm@lch.com, +44 (0) 203 137 4516).

LCH SA will confirm, within 2 Business Days from the date of their receipt, that the form has been duly filled and submitted, by sending an email to the person designated as the relevant contact in the submitted form.

The CCM Indirect Client Segregated Account Structure will be opened by LCH SA 5 Business Days from the receipt of the e-mail referred to in the previous paragraph.

Branches

- (a) Each branch of a Clearing Member that wishes to use the CDS Clearing Service must complete a reduced CDSClear Admission Form and be approved by LCH SA at its sole discretion. Further details relating to the CDSClear Admission Form or the application process for branches can be obtained from the CDSClear Business Development & Relationship Management team by email at cdsclearbusinessdevrm@lch.com or on +44 (0) 203 137 4516.

- (b) Clearing codes

This paragraph applies to a branch that has been accepted to participate in the CDS Clearing Service.

If the branch has a TIW Participant code that is different to that of the existing Clearing Member's, that branch will be assigned its own separate clearing code.

Although each branch is the same legal entity as the relevant Clearing Member, for operational purposes, each clearing code is treated as though it is a separate clearing

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member. For example, each clearing code will be allocated to an Account Structure that will record Cleared Transactions, will have its own Margin Requirements and will be required to transfer requisite Collateral in respect of such Margin Requirements. Additionally, each branch (operating under a separate clearing code) is required make a separate Contribution to the CDS Default Fund.

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(c) **Participation in the CDS Clearing Service**

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Each Clearing Member participates in the CDS Clearing Service as single entity, irrespective of the number of participating branches and clearing codes. In particular, each Clearing Member: (i) may have a maximum of one representative on the CDS Default Management Group; and (ii) will have one vote for the purposes of Article 1.2.2.7. An Event of Default which is declared in respect of a Clearing Member will apply in respect of all its clearing codes and branches.

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**1.2 CHANGE IN THE CDS MEMBERSHIP TYPE**

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If a Clearing Member wishes to change its CDS Membership Type, that Clearing Member must contact the CDS Clear Business Development & Relationship Management team by email at [cdsclearbusinessdevrm@lch.com](mailto:cdsclearbusinessdevrm@lch.com) or on +44 (0) 203 137 4516 for further information.

Depending on the new CDS Membership Type it has selected, the CDS Clearing Member may be requested to provide additional information and/or documents.

LCH SA shall notify the Clearing Member of its decision to admit that Clearing Member to the new CDS Membership Type and the effective date of such change, by sending an approval letter.

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**1.3 SETTLEMENT FINALITY DIRECTIVE**

The following information is provided for the purpose of Article 1.0.1.2 of the CDS Clearing Rule Book.

Article R.330-3 of the French Monetary and Financial Code (*Code Monétaire et Financier*) which implements articles 6 and 10 of the Directive n°98/26/CE into French law, states that any person with a legitimate interest can obtain information about a system notified to the European Commission and its rules from its participants, upon request. A participant can fulfil its information obligation by referring to the rules approved by the *Autorité des Marchés Financiers* ([www.amf-france.org](http://www.amf-france.org)). The rules approved by the *Autorité des Marchés Financiers* are the rules in the CDS Clearing Documentation.

# **LCH SA CDS Clearing Procedures**

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## **Section 2 - Margin and Price Alignment Interest**

**[●] 2016**

Supprimé: 18 April

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Capitalised terms used in this Margin and Price Alignment Interest Procedure and not otherwise defined herein shall have the meaning given pursuant to the remainder of the CDS Clearing Documentation, as such term is defined in the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

## 2.1 Overview

All Clearing Members are required to pay Margin to LCH SA.

Further information about the Margin components and the calculation methodology in respect of each such component set out in this Section 2 is available to Clearing Members on the secure section of the Website and through any reporting mechanism specified in a Clearing Notice and/or upon request from LCH SA's Risk Management Department on +33 1 70 37 10 43 or [CDS.Risk.SA@lch.com](mailto:CDS.Risk.SA@lch.com). Such information will be updated and/or re-issued following consultation with the Risk Committee.

Section 3 of the Procedures provides further detail of how Collateral should be transferred, and Cash Payments made, by Clearing Members to LCH SA.

## 2.2 Margin

### (a) Margin Requirement

For each Margin Account of each Clearing Member, the Margin Requirement consists of the following components:

- (i) [Spread](#) Margin;
- (ii) Short Charge Margin;
- (iii) Recovery Risk Margin;
- (iv) Self-Referencing Protection Margin;
- (v) Interest Rate Risk Margin;
- (vi) Liquidity and Concentration Risk Margin;
- (vii) Wrong Way Risk Margin;
- (viii) Accrued Fixed Amount Liquidation Risk Margin;
- (ix) Credit Event Margin;
- (x) Additional Margin;
- (xi) in respect of the House Margin Requirement only: Credit Quality Margin;
- (xii) Contingency Variation Margin; and
- (xiii) Extraordinary Margin.

Details of each of these components are set out below.

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(b) Timing for calculation of the Margin Requirement

LCH SA will calculate the Margin Requirement for each Margin Account of each Clearing Member on each Business Day:

- (i) by no later than 04:00 CET, which will be the Margin Requirement for the Morning Call; and
- (ii) whenever a position corresponding to the relevant trade leg of an Eligible Intraday Transaction is pre-registered in the relevant Clearing Member's Account Structure, in accordance with Section 3.1.7 of the CDS Clearing Rule Book, and the Intraday Novation Margin Requirement is calculated. The most recently calculated Margin Requirement for each Margin Account will be the Margin Requirement used for each of the First Intraday Call and the Second Intraday Call.

LCH SA will notify each Clearing Member of the Margin Requirement for each of its Margin Accounts through the relevant Margin Requirements Results File(s), in each case in accordance with, subject to and at the times set out in Section 5 of the Procedures.

(c) Variation Margin Requirement

Each Clearing Member is required to pay to LCH SA (or is entitled to receive from LCH SA, as applicable) Variation Margin to cover its Total Client Variation Margin Requirement and/or its House Variation Margin Requirement, as detailed in Paragraph 2.12 below and in Section 3 of the Procedures.

(d) Aggregate Margin for Cleared Transactions which reference a single Reference Entity

Notwithstanding anything to the contrary in the CDS Clearing Documentation, the sum of the aggregate Variation Margin, Initial Margin and the Credit Event Margin that can be called from a Clearing Member that is a CDS Seller in respect of a Cleared Transaction referencing a single Reference Entity may not exceed the Floating Rate Payer Calculation Amount in respect of such Cleared Transaction.

(e) Additional Collateral in respect of Client Cleared Transactions of a "non-hedging nature" of an FCM Clearing Member

Each FCM Clearing Member shall ensure that with respect to a Client Cleared Transaction registered in its FCM Client Trade Account(s) that is of a "non-hedging nature" (as such term is used in Part 39 of the CFTC Regulations), it shall collect additional Collateral from the relevant FCM Client in respect of such Client Cleared Transaction at a level of 10% above the FCM Client Margin Requirement that LCH SA would normally require for such Client Cleared Transaction.

In connection with article 6.2.6.1 of the CDS Clearing Rule Book and this Paragraph 2.2 (e), FCM Clearing Members are not required to lodge such additional Collateral with LCH SA which is in excess of the relevant FCM Client Margin Requirement.

(f) Determination of the Legally Segregated Value ascribed to each FCM Client Financial Account

In accordance with Section 3.2 of the Procedures, LCH SA will calculate the FCM Margin Balance with respect to each FCM Client Margin Account of an FCM Clearing Member by

determining the Legally Segregated Value recorded in the relevant FCM Client Financial Account.

LCH SA will determine the Legally Segregated Value of each FCM Clearing Member at the following times:

- (i) after the FCM Clearing Member's satisfaction of the Morning Call to reflect any increase or decrease in the relevant FCM Client Margin Requirement calculated for the purpose of the Morning Call in accordance with Article 6.2.5.1 (ii) of the CDS Clearing Rule Book;
- (ii) after the FCM Clearing Member's satisfaction of any Collateral Call (other than the Morning Call) to reflect only any increase in the relevant FCM Client Margin Requirement calculated for the purpose of such Collateral Call; and
- (iii) after each determination of the value of Collateral recorded in the FCM Client Collateral Account provided that (x) there is a decrease in the value resulting from this determination; and (y) such decrease will reduce the Legally Segregated Value in accordance with Article 6.2.4.3 (ii) of the CDS Clearing Rule Book.

LCH SA will record the amended Legally Segregated Value resulting from such determination in the relevant FCM Client Financial Account.

- (g) Calculation of Margin following a Payment Failure or the issuance of a Default Notice in respect of a Clearing Member

Pursuant to Article 1.2.9.2 and Article 4.3.2.3 of the CDS Clearing Rule Book, LCH SA may withhold payments it would otherwise be obliged to make to a Clearing Member under the CDS Clearing Documentation.

Where LCH SA withholds the payment (or repayment or reimbursement) of Margin due in respect of a Client Margin Account of the Clearing Member, LCH SA shall nevertheless continue to calculate the Margin that is due, in accordance with the CDS Clearing Rules, and update the records which are attributable to the relevant Client Collateral Account. As appropriate, any Margin which is calculated to be due in respect of the relevant Client Margin Account shall be an "accrual", forming part of the Client Assets which will either be:

- (i) ported in accordance with Clause 4.3.1(ii) of the CDS Default Management Process;
- (ii) taken into account when calculating the Client Clearing Entitlement pursuant to Clause 4.4.3 of the CDS Default Management Process; or
- (iii) transferred to a Receiving Clearing Member pursuant to TITLE V, Chapter 3 for CCMs and TITLE VI, Chapter 3 for FCM Clearing Members.

### 2.3 Excess Collateral and the Client Collateral Buffer

- (a) House Excess Collateral

A Clearing Member is entitled (but not obliged) to maintain Collateral over and above that which is needed to satisfy its House Margin Requirement. Such House Excess Collateral will be maintained in its House Collateral Account, in which case it will be used for the novation of House Trade Legs and taken into account by LCH SA when it calculates the amount of

Collateral which is needed for the House Margin Account, as part of the Notional and Collateral Check (as set out in Paragraph 2.5(b) (i) below).

(b) Client Excess Collateral

A CCM is entitled to maintain Collateral over and above that which is needed to satisfy the CCM Client Margin Requirement in respect of any of its CCM Client Margin Accounts. Such CCM Client Excess Collateral will be maintained in a CCM Client Collateral Account of a CCM Client Account Structure, in which case it will be used for the novation of Client Trade Legs and taken into account by LCH SA when it calculates the amount of Collateral which is needed for that CCM Client Account Structure, as part of the Notional and Collateral Check (as set out in Paragraph 2.5(b)(i) below).

An FCM Clearing Member is not authorised to post additional Collateral over and above that which it needed to satisfy the FCM Client Margin Requirement in respect of any of its FCM Client Margin Accounts. Any FCM Client Excess Collateral recorded in any of its FCM Client Financial Accounts and resulting from any decrease of the Spread Margin in relation to the attached FCM Client Margin Account during a Clearing Day will be used for the novation of Client Trade Legs and taken into account by LCH SA when it calculates the amount of Collateral which is needed for the relevant FCM Client Margin Account, as part of the Notional and Collateral Check, until the next Morning Call.

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(c) Client Collateral Buffer

A Clearing Member is entitled (but not obliged) to maintain:

- (i) in the case of a CCM, Collateral in its Buffer Collateral Account; and
- (ii) in the case of an FCM Clearing Member, an amount of Collateral recorded in its FCM Buffer Financial Account,

specifically for the purpose of assisting Clients to satisfy the Notional and Collateral Check performed by LCH SA prior to novation of a Client Trade Leg of an Eligible Intraday Transaction.

Where a Clearing Member holds:

- (i) in the case of a CCM, Collateral in its Buffer Collateral Account; and
- (ii) in the case of an FCM Clearing Member, an amount of Collateral recorded in its FCM Buffer Financial Account,

the Available Client Collateral Buffer (or portion thereof) will be allocated to:

- (a) in the case of a CCM, its Client Account Structure(s); and
- (b) in the case of an FCM Clearing Member, its FCM Client Margin Account(s),

on an automatic 'first in time' basis, meaning that whenever a Client Trade Leg of an Eligible Intraday Transaction is received by LCH SA and the Eligibility Controls and Client Transaction Checks have been successfully completed pursuant to Article 3.1.4.3, LCH SA will allocate the Available Client Collateral Buffer (or portion thereof) to the relevant CCM Client Account Structure in the case of a CCM, and to the relevant FCM Client Margin Account in the case of

an FCM Clearing Member, where the relevant Client Excess Collateral is otherwise insufficient to satisfy the Notional and Collateral Check. For the avoidance of doubt, a Clearing Member has no discretion or ability to instruct LCH SA as to which CCM Client Account Structure(s) in the case of a CCM, and FCM Client Margin Account(s) in the case of an FCM Clearing Member, the Available Client Collateral Buffer should be allocated to.

LCH SA shall reflect how the Client Collateral Buffer has been allocated between the CCM Client Account Structure(s) of a CCM or as the case may be, FCM Client Margin Account(s) of an FCM Clearing Member in its books and records but the Collateral comprising the Client Collateral Buffer shall, at all times (save where the relevant Clearing Member is a Defaulting Clearing Member or, in respect of a CCM, following an LCH Default), remain, in the case of a CCM, in the Buffer Collateral Account, and in the case of an FCM Clearing Member, the amount of such Collateral recorded in the FCM Buffer Financial Account.

Where:

- (i) Client Collateral Buffer has been allocated to a CCM Client Account Structure of a CCM or as the case may be to an FCM Client Margin Account of an FCM Clearing Member; and
- (ii) there is a decrease in the Client Margin Requirement(s) calculated in respect of such CCM Client Account Structure or as the case may be, of such FCM Client Margin Account following the novation of the Client Trade Leg of an Eligible Intraday Transaction,

the amount of such allocated Client Collateral Buffer will be reduced by an amount equal to the decrease in such Client Margin Requirement(s) and such amount will then become Available Client Collateral Buffer.

Following the occurrence of an Event of Default or, in respect of a CCM, an LCH Default, an amount of Collateral equal to the Allocated Client Collateral Buffer for the relevant CCM Client Account Structure of a CCM or as the case may be, for the relevant FCM Client Margin Account of an FCM Clearing Member will be transferred:

- (i) in the case of a CCM, from the Buffer Collateral Account of the Defaulting Clearing Member to the relevant CCM Client Collateral Account of the relevant CCM Client Account Structure; or
- (ii) in the case of an FCM Clearing Member, from the FCM Buffer Financial Account of the Defaulting Clearing Member to the relevant FCM Client Financial Account,

in accordance with Article 1.3.1.3(iv) of the CDS Clearing Rule Book or clause 4.2 of the CDS Default Management Process, as applicable.

- (d) The House Excess Collateral Threshold and Client Collateral Buffer Threshold

Where a Clearing Member wishes to transfer additional Collateral to LCH SA with a view to maintaining House Excess Collateral and/or Client Buffer Collateral as described in Paragraphs 2.3(a) and (c) above, it must notify LCH SA of its:

- (i) House Excess Collateral Threshold; and/or
- (ii) Client Collateral Buffer Threshold.

To set its House Excess Collateral Threshold and/or Client Collateral Buffer Threshold for a Business Day (D), a Clearing Member must notify LCH SA by submitting the form (which is available on the Website) by email at the email address specified in Paragraph 2.1. The form must be received by LCH SA by no later than 12.00 CET on D-1. It is the Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant form. Accordingly, the Clearing Member should confirm its request no later than 12:00 CET by a phone call to LCH SA's Risk Management Department on +33 1 70 37 10 43, although a failure to do so shall not invalidate any request actually received by LCH SA.

Once a Clearing Member has notified LCH SA of its House Excess Collateral Threshold and/or Client Collateral Buffer Threshold, LCH SA will apply this in the context of each successive Collateral Call, until such time as the relevant Clearing Member notifies LCH SA of an amended House Excess Collateral Threshold and/or Client Collateral Buffer Threshold.

## 2.4 Collateral and Cash Payments

### (a) Types of Collateral and currencies for Cash Payments

Section 3 of the Procedures sets out the Collateral types which a Clearing Member can transfer, and currencies in which Cash Payments can be made, to LCH SA to satisfy its obligations in respect of each of the Margin components listed in Paragraph 2.2 above and for the purposes of maintaining Excess Collateral and/or Client Collateral Buffer.

### (b) Transferring Collateral and making Cash Payments

Further details on the process for:

- (i) transferring Collateral to satisfy the Required Collateral Amount;
- (ii) transferring additional Collateral to LCH SA with a view to maintaining Excess Collateral in one or more Collateral Account(s), if applicable or substituting for another type of Collateral; and
- (ii) making Cash Payments, to satisfy the Total Client Variation Margin Requirement and/or House Variation Margin Requirement of each Clearing Member;

are set out in Section 3 of the Procedures.

### (c) Repayment of Collateral

References, in this Section 2 of the Procedures, to the "repayment" or "reimbursement" of Margin shall mean that:

- (i) the amount called from a Clearing Member in respect of the relevant Margin component shall, from such point, be reduced to zero in respect of the relevant Open Positions; and
- (ii) the value of any Collateral that has been transferred to LCH SA in respect of such Margin component shall be taken into account by LCH SA in calculating the relevant Clearing Member's Margin Balance in accordance with Section 3 of the Procedures.

**2.5 Payment of the Margin Requirement, Variation Margin and provision of Excess Collateral and Client Collateral Buffer**

(a) Morning Call

(i) Scheduled Margin Calculation Time

The Margin Requirement and Variation Margin Requirement for each Margin Account of a Clearing Member are calculated on each Business Day by 07.45 CET.

The relevant Margin Requirement Results File, provided as part of the Backloading Transaction Reports, will notify each Clearing Member of its:

- (A) Margin Requirement for the Morning Call (and each component thereof);
- (B) Margin Balance;
- (C) Excess Collateral or Margin Shortfall (as the case may be);
- (D) Variation Margin Requirement, and
- (E) House Excess Collateral Threshold and Client Collateral Buffer Threshold,

for the relevant Margin Accounts in accordance with and subject to Section 5 of the Procedures.

Each Clearing Member is required to:

- (x) transfer Collateral to satisfy the Required Collateral Amount, and
- (y) make Cash Payments in respect of its House Variation Margin Requirement and its Total Client Variation Margin Requirement,

by such times as set out in Section 3 of the Procedures.

Following such transfer of Collateral and/or Cash Payments by an FCM Clearing Member, any FCM Client Excess Collateral recorded in any of its FCM Client Financial Accounts will be moved into the FCM Unallocated Client Collateral Financial Account and recorded as FCM Unallocated Client Excess Collateral.

If a Backloading Failure occurs, LCH SA will issue Intraday Call Reports, in accordance with and subject to Section 5 of the Procedures, to all Clearing Members, setting out the:

- (A) Margin Requirement (and each component thereof);
- (B) Margin Balance;
- (C) Excess Collateral or Margin Shortfall (as the case may be);
- (D) Variation Margin Requirement; and
- (E) House Excess Collateral Threshold and Client Collateral Buffer Threshold



for the relevant Margin Accounts of each Clearing Member.

(b) Margin calculations during the Real Time Session

(i) Intraday Novation Margin Requirement

As part of the Notional and Collateral Checks performed by LCH SA, in order to clear Intraday Transactions on a 'trade by trade' basis, LCH SA will calculate the Intraday Novation Margin Requirement.

LCH SA will calculate the Intraday Novation Margin Requirement in respect of the relevant Clearing Member's Margin Account when LCH SA pre-registers a position corresponding to the relevant trade leg of an Eligible Intraday Transaction in accordance with Section 3.1.7 of the CDS Clearing Rule Book. The calculation identifies the additional, or reduced, risk exposure (as applicable) which would be attributable to the relevant Margin Account following the novation of such pre-registered positions, and accordingly the Intraday Novation Margin Requirement may either be a positive or negative figure.

Following the calculation of such Intraday Novation Margin Requirement, LCH SA will recalculate the Available Client Collateral Buffer and, in respect of the relevant Margin Account, the Margin Requirement and the Excess Collateral for such Margin Account or in the case of a CCM Gross Omnibus Segregated Account Structure, the Excess Collateral for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure. These calculations will be undertaken on the assumption that the relevant Eligible Intraday Transactions, accounted for in the calculation of the Intraday Novation Margin Requirement, will be novated as contemplated. If the relevant Eligible Intraday Transactions are not novated for any reason, LCH SA will refresh its calculations to determine the Available Client Collateral Buffer plus the Margin Requirement and Excess Collateral for the relevant Margin Account or in the case of a CCM Gross Omnibus Segregated Account Structure, Excess Collateral for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure.

LCH SA shall only calculate the Intraday Novation Margin Requirement for a Margin Account during the Real Time Session. Where the relevant Business Day is a Clearing Day and the Real Time Session does not take place, no calculation of the Intraday Novation Margin Requirement will be performed by LCH SA on such Business Day.

In the event LCH SA determines that there is a positive Intraday Novation Margin Requirement for a Margin Account and there is insufficient:

- (A) House Excess Collateral; or
- (B) Client Excess Collateral and/or Available Client Collateral Buffer which can be allocated to the relevant Client Margin Account or in the case of a CCM Gross Omnibus Segregated Account Structure, to that CCM Gross Omnibus Segregated Account Structure,

as applicable, to satisfy such Intraday Novation Margin Requirement, the relevant Eligible Intraday Transaction will become a Rejected Transaction.

For the avoidance of doubt, in the event LCH SA determines that there is a neutral or negative Intraday Novation Margin Requirement (due to the pre-registered position corresponding to the relevant trade leg of an Eligible Intraday Transaction being set off against Open Positions registered in the relevant Margin Account), none of the House Excess Collateral, Client Excess Collateral and/or Available Client Collateral, as applicable, will be used or applied for the purpose of satisfying the Notional and Collateral Check.

LCH SA will perform a reporting update in respect of each Clearing Member's Margin Account ten times per Business Day (by 10.00 CET, 10.55 CET, 12.30 CET, 13.30 CET, 14.15 CET, 14:55 CET, 16.15 CET, 17.00 CET, 18.00 CET and 19.00 CET) in order to inform such Clearing Member of the updated Margin Requirement for each Margin Account, level of Excess Collateral and/or Client Collateral Buffer recorded in, or allocated to, the relevant Collateral Accounts.

(ii) Intraday Call

LCH SA will perform an Intraday Call twice per Business Day (by 11.25 CET (the "**First Intraday Call**") and 15.25 CET (the "**Second Intraday Call**") in order, if necessary, to transfer Collateral to satisfy the Required Collateral Amount and to make Cash Payments.

Where the relevant Business Day is a Clearing Day, the First Intraday Call and the Second Intraday Call will not be performed to the extent there is no Real Time Session, on that Clearing Day.

The Margin Requirement in respect of each Margin Account of a Clearing Member for an Intraday Call will be the latest Margin Requirement calculated on that Clearing Day.

**First Intraday Call:**

During the First Intraday Call, LCH SA will issue to each Clearing Member the relevant risk management and collateral management reports (as set out in Section 5 of the Procedures), which will notify each such Clearing Member of its House Excess Collateral Threshold and Client Collateral Buffer Threshold and the:

- (A) Margin Requirement for the First Intraday Call (and each component thereof);
- (B) Excess Collateral or Margin Shortfall (as the case may be);
- (C) Margin Balance; and
- (D) Variation Margin Requirement (only in respect of Backloading Transactions novated following the Morning Call on the relevant Clearing Day);

for the relevant Margin Accounts, in accordance with and subject to Section 5 of the Procedures.

**Second Intraday Call:**

During the Second Intraday Call, LCH SA will issue to each Clearing Member the relevant risk management and collateral management reports (as set out in Section 5

of the Procedures), which will notify each such Clearing Member of its House Excess Collateral Threshold and Client Collateral Buffer Threshold and the:

- (A) Margin Requirement for the Second Intraday Call (and each component thereof);
- (B) Excess Collateral or Margin Shortfall (as the case may be); and
- (C) Margin Balance;

for the relevant Margin Accounts, in accordance with and subject to Section 5 of the Procedures.

Each Clearing Member is required to transfer Collateral to satisfy its Required Collateral Amount and to make Cash Payments in respect of its Variation Margin Requirement, for the relevant Margin Accounts, as set out in Section 3 of the Procedures.

2.6 Reports

All files and reports, mentioned in this Section 2 of the Procedures, will be available to Clearing Members through the reporting mechanism. If the reporting mechanisms are, for any reason unavailable, LCH SA will otherwise make such reports available to Clearing Members at the requisite time.

Please see Section 5 of the Procedures for further details about the relevant files and reports.

2.7 Initial Margin

Initial Margin covers the potential costs caused by a Defaulting Clearing Member and/or a double Event of Default, i.e. a combined Credit Event of a Reference Entity and a Clearing Member Event of Default (in which the Clearing Member is a CDS Seller).

**Supprimé:** , Short Charge Margin, Self-Referencing Protection Margin, Recovery Risk Margin and Interest Rate Risk Margin and Wrong Way Risk Margin

(a) Spread Margin

The Spread Margin is calculated using the Value-at-Risk (VaR) model which is based on the following principles: at the Margin Account level, a distribution of potential losses is built from simulated scenarios based on the joint credit spread variations observed in the past. LCH SA then determines the Spread Margin based on a quantile of the worst losses that the Margin Account could bear in the case of unfavourable credit spread fluctuations.

**Supprimé:** , Short Charge Margin, Self-Referencing Protection Margin, Recovery Risk Margin, Interest Rate Risk Margin and Wrong Way Risk Margin

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The Spread Margin calculated in respect of the House Margin Account covers the potential costs of liquidating House Cleared Transactions of the Defaulting Clearing Member whilst the Spread Margin calculated in respect of each Client Margin Account covers the potential costs of liquidating any Non-Ported Cleared Transactions attributable to such Client Margin Account. It covers the potential future credit spread fluctuations in case of unfavourable market movements under normal circumstances.

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With respect to each Margin Account of each Clearing Member:

- (i) Cleared Transactions for which the relevant Clearing Member acts as CDS Buyer are treated as assets with positive liquidation value; and

(ii) Cleared Transactions for which the relevant Clearing Member acts as CDS Seller are treated as liabilities with negative liquidation value.

(b) Spread Margin Floor

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LCH SA may, by Clearing Notice, specify a Spread Margin Floor applicable to a particular CDS Type approved by the board of directors of LCH SA following consultation with the Risk Committee.

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Where the calculation of Spread Margin would result in the Spread Margin for any Margin Account of a Clearing Member being less than the Spread Margin Floor, the Spread Margin requirement for such Margin Account shall be equal to the Spread Margin Floor.

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(c) Short Charge Margin

Where a Clearing Member is acting as a CDS Seller, Short Charge Margin will be required to cover the risk that the Clearing Member is subject to an Event of Default at the same time as a Credit Event occurs with respect to a Reference Entity.

The Short Charge Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

(d) Recovery Risk Margin

Supprimé: Self-Referencing Protection Margin ¶

Recovery Risk Margin covers the risk of future price fluctuations in case of unfavourable recovery rate movements under normal circumstances and when liquidating a Defaulting Clearing Member's portfolio of House Cleared Transactions or Non-Ported Cleared Transactions.

Where a Clearing Member is acting as a CDS Seller in respect of a Cleared Transaction for which such Clearing Member is, or becomes, the Reference Entity, Self-Referencing Protection Margin will be required to cover the protection that would have to be paid by LCH SA with respect to this Clearing Member should the Clearing Member be subject to an Event of Default. ¶

The Recovery Risk Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

The Self-Referencing Protection Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member. ¶

(e)

(f) Interest Rate Risk Margin

Interest Rate Risk Margin covers the risk of future price fluctuations in case of unfavourable interest rate movements under normal circumstances and when liquidating a Defaulting Clearing Member's portfolio of House Cleared Transactions or Non-Ported Cleared Transactions.

The Interest Rate Risk Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

(g) Wrong Way Risk Margin

Wrong Way Risk Margin is required to cover the anticipated financial contagion effect that would arise in case of a Clearing Member being declared in default in accordance with Title IV Chapter 3 of the CDS Clearing Rule Book, such contagion effect triggering additional spread or correlation risk not currently captured by the Spread Margin.

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The Wrong Way Risk Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

## 2.8 **Self-Referencing Protection Margin**

Where a Clearing Member is acting as a CDS Seller in respect of a Cleared Transaction for which such Clearing Member is, or becomes, the Reference Entity, Self-Referencing Protection Margin will be required to cover the protection that would have to be paid by LCH SA with respect to this Clearing Member should the Clearing Member be subject to an Event of Default.

The Self-Referencing Protection Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

## 2.9 **Liquidity and Concentration Risk Margin**

Liquidity and Concentration Risk Margin is required to cover the bid-ask spread incurred when liquidating the House Cleared Transactions or the Non-Ported Cleared Transactions of a Defaulting Clearing Member. The size of this bid-ask spread will increase if the positions exceed predetermined thresholds in respect of the relevant credit default swap index or Reference Entity. Further details of the thresholds are available on a Clearing Notice published on the Website and/or upon request from LCH SA's Risk Management Department on +33 1 70 37 10 43 or CDS.Risk.SA@lch.com.

Liquidity and Concentration Risk Margin is calculated:

- (a) in respect of the House Margin Account of a Clearing Member to cover the potential costs of hedging or liquidating the House Cleared Transactions in case an Event of Default occurs in respect of such Clearing Member; and
- (b) in respect of a Client Margin Account of a Clearing Member to cover the potential costs of hedging or liquidating the Non-Ported Cleared Transactions attributable to such Client Margin Account in case an Event of Default occurs in respect of such Clearing Member.

The Liquidity and Concentration Risk Margin is calculated using an algorithm (including thresholds) approved by the board of directors of LCH SA following consultation with the Risk Committee.

## 2.10 **Accrued Fixed Amount Liquidation Risk Margin**

Each Clearing Member acting as a CDS Buyer is required to pay Accrued Fixed Amount Liquidation Risk Margin in respect of the relevant Cleared Transactions to cover the risk that it is subject to an Event of Default and accrued Fixed Amounts are due during the period that the relevant House Cleared Transactions or Non-Ported Cleared Transactions, as applicable, are liquidated pursuant to the CDS Default Management Process.

The Accrued Fixed Amount Liquidation Risk Margin is calculated daily for each Margin Account of each Clearing Member and corresponds to the aggregate amount of daily Fixed Amounts for such CDS Buyer pursuant to its Cleared Transactions during a rolling forward-looking period of 5 Business Days.

**2.11 Credit Event Margin**

Each Clearing Member acting as a CDS Seller is required to pay Credit Event Margin in respect of the relevant Cleared Transactions to cover the risk of non-payment by the CDS Seller where a Credit Event occurs with respect to the Reference Entity which is the subject of the Cleared Transaction(s).

Credit Event Margin will be calculated by LCH SA for each Margin Account of each Clearing Member, on each Business Day from the date of the relevant DC Credit Event Announcement until the settlement process in respect of such Cleared Transaction has been completed (including Physical Settlement as set out in the CDS Clearing Supplement, or Auction Settlement, as applicable) or any disputes in relation thereto have been finally resolved. The calculation of the Credit Event Margin is based on an estimated recovery rate of the Affected Cleared Transaction or the Restructuring Cleared Transaction, as the case may be, and the exposure of LCH SA by reference to the notional amount of the Clearing Member's Cleared Transaction(s) affected by the Credit Event.

Credit Event Margin will be reimbursed to the CDS Seller on the Business Day following completion or resolution of the settlement process (including Physical Settlement, or Auction Settlement and/or index re-versioning, as applicable) or the day on which settlement can no longer occur in respect of such Credit Event (including without limitation because no relevant Credit Event Notice or Notice of Physical Settlement is delivered within the required timeframes).

In the event that a DC Credit Event Announcement made in relation to a Credit Event is reversed then LCH SA shall reimburse each Clearing Member with the amount of any Credit Event Margin on the next following Business Day in accordance with Section 3 of the Procedures.

**2.12 Additional Margin**

A Clearing Member will be required to pay Additional Margin for each Margin Account in respect of which the Margin Account Uncovered Risk is greater than x% of the current value of the CDS Default Fund.

Additional Margin will be equal to the difference between x% of the current value of the CDS Default Fund and the relevant Margin Account Uncovered Risk on such Business Day.

The number x will depend on the internal credit score that LCH SA attributes to each Clearing Member and will be the same for each Margin Account of the Clearing Member. Any change to the number x will be communicated to the Clearing Member.

When Additional Margin is required to be paid to LCH SA, or the amount of Additional Margin payable is increased due to a change in the relevant Margin Account Uncovered Risk, LCH SA will notify the Clearing Member in the Margin Requirements Results File pursuant to Section 5 of the Procedures.

**2.13 Variation Margin**

Variation Margin is an amount exchanged on each Cash Payment Day between the Clearing Member and LCH SA to account for the potential profit or loss on a Cleared Transaction due to the variation of the market value of a CDS.



It covers price fluctuations which have occurred since the registration of each Cleared Transaction. LCH SA will calculate the Variation Margin payable in respect of each Margin Account of each Clearing Member as the difference between:

- (i) the net position value of the relevant Open Positions registered at the time of calculation in the relevant Margin Account on the current Cash Payment Day; and
- (ii) the net position value of the Open Positions registered in the relevant Margin Account on the immediately preceding Cash Payment Day.

In respect of a Margin Account of a Clearing Member, the Variation Margin Requirement is determined:

- (x) at the Morning Call: in respect of Open Positions already registered in a Margin Account; and
- (y) at the First Intraday Call: in respect of Backloading Transactions novated further to the Morning Call.

The net position value of an Open Position is equal to:

- (a) the End of Day Contributed Prices provided to LCH SA in accordance with Article 4.2.7.1 of the CDS Clearing Rule Book and Section 5 of the Procedures (or, where such End of Day Contributed Prices are not available to LCH SA, the prices/spreads as set out in Article 4.2.7.1 of the CDS Clearing Rule Book and Section 5 of the Procedures); *plus*
- (b) accrued coupon payments, *minus*
- (c) an amount equal to the Initial Payment Amount where the Clearing Member is required to pay the Initial Payment Amount, in accordance with Section 3 of the CDS Clearing Supplement, but has not made such payment as at the relevant Cash Payment Day (if applicable); *plus*
- (d) an amount equal to the Initial Payment Amount where the Clearing Member is entitled to receive the Initial Payment Amount, in accordance with Section 3 of the CDS Clearing Supplement, but has not received such payment as at the relevant Cash Payment Day (if applicable).

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Where the difference between the net position values of a Clearing Member's Margin Account is:

- (i) a negative amount: such Clearing Member owes Variation Margin to LCH SA (and will be considered a Variation Margin debtor in relation to such Margin Account); or
- (ii) a positive amount: LCH SA owes Variation Margin to such Clearing Member.

On the basis of these calculations, LCH SA will determine the Total Client Variation Margin Requirement and/or the House Variation Margin Requirement which will trigger Cash Payment(s) to be made by the Clearing Member and/or LCH SA in accordance with Section 3 of the Procedures.

The amount of Variation Margin paid or received by LCH SA to or from a Clearing Member may be adjusted in accordance with Clause 7 of the CDS Default Management Process.

**2.14 Contingency Variation Margin**

Contingency Variation Margin is calculated on any Business Day, in respect of:

- (i) Backloading Transactions and new Cleared Transactions arising from the novation of Eligible Intraday Transactions. It is intended to cover the risk that the Clearing Member fails to make Cash Payment(s) to meet the Variation Margin Requirement in respect of each of its Margin Accounts at the next relevant Collateral Call; and
- (ii) Cleared Transactions with a CDS Contractual Currency in USD provided that such Business Day is a day on which commercial banks in New York City are not open for business. It is intended to cover the risk that the Clearing Member fails to satisfy its Cash Payment(s) obligations in USD to meet the Variation Margin Requirement in respect of each of its Margin Accounts at the next relevant Collateral Call on the following Cash Payment Day.

Contingency Variation Margin is called from a Clearing Member in place of the Variation Margin which LCH SA determines would have been owed by such Clearing Member had such Clearing Member been required to make a Cash Payment to satisfy the Variation Margin Requirement in relation to the relevant Margin Account at that point in time (being the time of the Morning Call, the First Intraday Call or the Second Intraday Call, as described below).

Contingency Variation Margin is called (as applicable) in relation to each Margin Account of a Clearing Member:

- (a) in respect of Backloading Transactions: during the Morning Call.

Contingency Variation Margin paid by a Clearing Member during the Morning Call is repaid to such Clearing Member at the First Intraday Call if the required Variation Margin has been paid by such Clearing Member at the First Intraday Call in accordance with Paragraph 2.12 above.

- (b) in respect of Eligible Intraday Transactions: during the First Intraday Call and/or the Second Intraday Call.

Contingency Variation Margin paid by a Clearing Member during the First Intraday Call and/or the Second Intraday Call is repaid to such Clearing Member at the Morning Call on the following Business Day if the required Variation Margin has been paid by such Clearing Member at the relevant Morning Call in accordance with Paragraph 2.12 above; and

- (c) in respect of Cleared Transactions with a CDS Contractual Currency in USD: during the Morning Call.

Contingency Variation Margin paid by a Clearing Member during the Morning Call is repaid to such Clearing Member on the following Cash Payment Day if the required Variation Margin has been paid by such Clearing Member at the relevant Collateral Call in accordance with Paragraph 2.12 above and Section 3 of the Procedures.

2.15 Price Alignment Interest

Each Clearing Member that receives Variation Margin payments from LCH SA is required to pay Price Alignment Interest. LCH SA shall pay Price Alignment Interest to each Clearing Member that pays Variation Margin in accordance with Paragraph 2.13 above. The A0102E Report published in accordance with and subject to Section 5 of the Procedures and received by each Clearing Member on each Cash Payment Day shall indicate the amount of Price Alignment Interest paid or received by a Clearing Member.

These payments are made in order to minimise distortion of pricing for Original Transactions cleared through LCH SA as a result of daily Variation Margin payments and changes in the net present value of Open Positions.

Price Alignment Interest is calculated for each Clearing Member by LCH SA using the interest rate prevailing on that Cash Payment Day, as published by LCH SA on the Website, on the basis of the net position value of the Open Positions registered in the Margin Accounts of the Clearing Member on the immediately preceding Cash Payment Day.

2.16 Credit Quality Margin

LCH SA may require a Clearing member to provide Credit Quality Margin when LCH SA determines that the credit quality of such Clearing Member has deteriorated, depending on the internal credit score that LCH SA attributes to the relevant Clearing Member: (i) following monitoring carried out in accordance with Article 2.3.2.1 of the CDS Clearing Rule Book; and/or (ii) in the circumstances set out in Article 4.2.1.2 of the CDS Clearing Rule Book.

On each Business Day, Credit Quality Margin will be equal to the higher of the amounts calculated as follows:

- (a)  $(Y-1) * IM_v$  where Y stands for the credit multiplier applied to the Clearing Member's Initial Margins and  $IM_v$  stands for the Clearing Member's Initial Margins; or
- (b)  $X * (\text{Stress Risk} - IM_v)$  where X stands for the stress risk percentage and  $(\text{Stress Risk} - IM_v)$  stands for the Clearing Member's Member Uncovered Risk.

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Credit multipliers and stress risk percentage are determined in accordance with the methodology established by LCH SA. Credit multipliers which can be applied range from 1 to 1.4, meaning that the additional liability for any Clearing Member is capped at 40% of the relevant Clearing Member's Initial Margin. The stress risk percentage ranges between 0% and 100% of the Member Uncovered Risk, meaning that the additional liability for any Clearing Member is capped at 100% of the relevant Clearing Member's Member Uncovered Risk.

Supprimé: Requirement

LCH SA assesses the amount of the Credit Quality Margin across each of the Margin Accounts of a Clearing Member. Credit Quality Margin will only be called in relation to a Clearing Member's House Margin Account.

LCH SA may update a Clearing Member's credit multiplier or the stress risk percentage that should apply: (i) following monitoring carried out in accordance with Article 2.3.2.1 of the CDS Clearing Rule Book; and/or (ii) in the circumstances set out in Article 4.2.1.2 of the CDS Clearing Rule Book. LCH SA will notify a Clearing Member of the Credit Quality Margin that has been called in the Margin Requirements Results File in accordance with Section 5 of the Procedures.

**2.17 Extraordinary Margin**

LCH SA may require a Clearing Member to provide Extraordinary Margin to cover the risk of price/spread fluctuations occurring on an intraday basis or during a day that is a holiday in the TARGET2 calendar.

Extraordinary Margin is called (as applicable) in relation to each Margin Account of a Clearing Member at the time of the most appropriate time slot for the purpose of making a Collateral Call. LCH SA will notify the relevant Clearing Member of the amount of Extraordinary Margin in accordance with, subject to and at the times set out in the CDS Clearing Rules.

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**LCH** The Markets'  
Partner

**CDS**Clear

# LCH SA CDS Clearing Procedures

## Section 5 - CDS Clearing Operations

**[●] 2016**

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Capitalised terms used in this CDS Clearing Operations Procedure and not otherwise defined herein shall have the meaning given pursuant to the remainder of the CDS Clearing Documentation, as such term is defined in the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

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**5.1 THE CDS CLEARING SERVICE**

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**(a) Membership of Industry Organisations or Systems**

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Pursuant to Article 2.2.6.1 of the CDS Clearing Rule Book, LCH SA designates:

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(i) the Approved Trade Source Systems identified in a Clearing Notice;

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(ii) ISDA; and

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(ii) TIW,

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as the industry organisations of which all Clearing Members must be a member (provided that, with respect to Approved Trade Source System membership, a Clearing Member must be a member of at least one (but is not required to be a member of each identified Approved Trade Source System). LCH SA may, from time to time, and where it is reasonable for it to do so or is otherwise necessary for a Clearing Member to utilise the CDS Clearing Service, designate other industry organisations or systems, and will issue a Clearing Notice where this is the case.

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**(b) Business Days**

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A "Business Day" is defined in the CDS Clearing Rule Book. It is every day, except days on which TARGET2 is closed, irrespective of public holidays in France or elsewhere.

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**(c) Opening Hours**

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LCH SA is open from 08.00 CET until 19.30 CET on all Business Days. During the Opening Hours the operations team of LCH SA is available. The operations team handles all questions relating to trade management. The customer technical helpdesk is open from 07.00 CET until 22.00 CET for any problem concerning accessing files.

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**(d) Clearing Days**

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A "Clearing Day" is defined in the CDS Clearing Rule Book. It is a day on which the CDS Clearing System is open for business. For the avoidance of doubt, all Clearing Days will be Business Days, but not all Business Days will be Clearing Days.

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**5.2 BACKLOADING TRANSACTIONS**

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Unless otherwise provided herein, any email required to be sent to LCH SA under this paragraph 5.2 should be sent to the Operations Department at the following email address: [cdsclear.ops@lch.com](mailto:cdsclear.ops@lch.com).

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(a) **Backloading Failure**

Pursuant to Article 3.1.3.1 of the CDS Clearing Rule Book, if a Backloading Failure occurs in respect of one or more Clearing Member(s), the following will be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle:

(i) the trade leg of every Backloading Transaction which was due to give rise to the registration of a Cleared Transaction in the Trade Account(s) of the Failed Backloading Clearing Member(s);

(ii) the corresponding trade leg(s) for each Backloading Transaction mentioned in Paragraph 5.2(a) (i) above and which were due to give rise to the registration of Cleared Transaction(s) in any Trade Account(s) of any Clearing Member other than the Failed Backloading Clearing Member(s) (the "Counterparty Clearing Member(s)"); and

(iii) the following Backloading Transactions, which are "linked" to the Backloading Transactions referenced in Paragraph 5.2(a)(i) and (ii) above for the purposes of Article 3.1.3.1 of the CDS Clearing Rule Book, and comprise:

(a) the trade legs of any other Backloading Transactions due to give rise to the registration of a Cleared Transaction in any Trade Account of the Counterparty Clearing Member;

(b) the corresponding trade legs of each Backloading Transaction mentioned in Paragraph 5.3 (a)(iii)(a) above and which were due to give rise to the registration of Cleared Transaction(s) in any Trade Account(s) of any Clearing Members other than the Failed Backloading Clearing Member(s) and the Counterparty Clearing Member(s) (the "Indirect Counterparty Clearing Member(s)").

The provisions of Paragraph 5.3(a)(iii) shall apply *mutatis mutandis* to the Backloading Transactions to which the Indirect Counterparty Clearing Member(s) are party; accordingly, any Backloading Transaction which is "linked" to a Backloading Transaction entered into by an Indirect Counterparty Clearing Member will also be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle.

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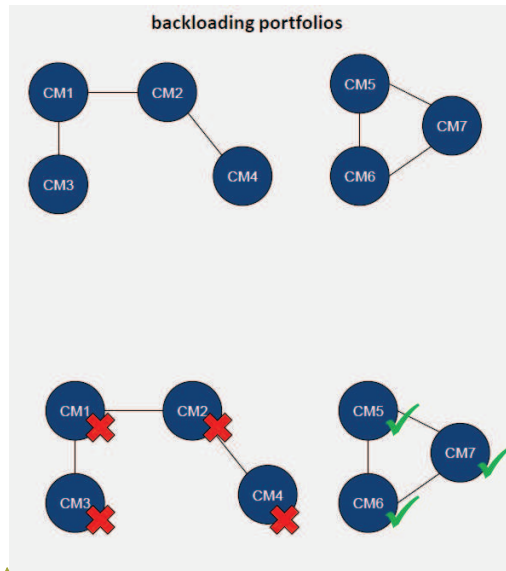
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The following diagram illustrates the Backloading Transactions which will be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle.



In this diagram, Backloading Transactions entered into between seven Clearing Members have been considered:

- CM1 has entered into Backloading Transactions with CM2 and CM3;
- CM2 has entered into Backloading Transactions with CM1 and CM4;
- CM3 has entered into Backloading Transactions with CM1;
- CM4 has entered into Backloading Transactions with CM2; and
- CM5, CM6 and CM7 have entered into Backloading Transactions with each other.

Assuming CM1 is a Failed Backloading Clearing Member, the following Backloading Transactions will be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle and shall become Rejected Transactions:

- Backloading Transactions entered into by CM1;
- Backloading Transactions entered into by CM2 and CM3, including any Backloading Transaction which has not been entered into with CM1; and
- Backloading Transactions entered into by CM4 (for the avoidance of doubt, which would also include any Backloading Transaction which was not entered into with CM2 but with other Clearing Members, should it be the case).

Only the Backloading Transactions entered into by CM5, CM6 and CM7 will be novated.

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(c) Daily Backloading Cycle

Pursuant to Section 3.1.2 of the CDS Clearing Rule Book, LCH operates the Daily Backloading Cycle in accordance with the timetable set out below. For the avoidance of doubt, CDS having either House Trade Legs or Client Trade Legs can be submitted for clearing through the Daily Backloading Cycle.

PROCESSING SCHEDULE OF THE DAILY BACKLOADING PROCESS		
No.	Time (all references below are to Continental European Time)	Action
Day 1	On any Business Day (D): During the Real Time Session	Upon receipt of Original Transaction Data relating to a Daily Backloading Transaction from an Approved Trade Source System, LCH SA will, in the following order, perform: (i) the Eligibility Controls, and (ii) in respect of Client Backloading Transactions only, the Client Transaction Checks (i.e. the process to ensure that each Nominated Clearing Member has consented to the registration of the relevant Client Trade Leg(s), in the relevant Client Trade Account(s)).
	By 19:30	(i) If a Daily Backloading Transaction does not satisfy the Eligibility Controls, or (ii) in respect of a Client Backloading Transactions only, if either Nominated Clearing Member rejects, or fails to respond to, a Consent Request (as defined in paragraph 5.3(a) below) by 19:30, the relevant Daily Backloading Transaction will become a Rejected Transaction and LCH SA will inform the relevant Approved Trade Source System and each relevant Clearing Member.
	Until 19:30	A Daily Backloading Transaction, which has successfully passed the Eligibility Controls and the Client Transaction Checks (if applicable), can be removed at any time prior to 19:30 from the Daily Backloading Cycle, provided that each of the relevant Clearing Members agrees to such removal and sends an email to LCH SA which specifies the Transaction Data of the Daily Backloading Transaction which should be removed from the Daily Backloading Cycle.

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	<p><b>D</b> By 19:30</p>	<p>All Daily Backloading Transactions which:</p> <ul style="list-style-type: none"> <li>(i) have successfully passed the Eligibility Controls and Client Transaction Checks (if applicable), and</li> <li>(ii) have not been removed from the relevant Daily Backloading Cycle by 19:30 by the relevant Clearing Members,</li> </ul> <p>will become Irrevocable Daily Backloading Transactions.</p>
<p><b>Day 2</b></p>	<p><b>D+1</b> (provided that it is a Clearing Day): 02:00 – 04:00</p>	<p>Irrevocable Daily Backloading Transactions will be pre-registered in the relevant Client Account Structures of each Clearing Member save;</p> <ul style="list-style-type: none"> <li>(i) Irrevocable Daily Backloading Transactions which have been removed from the TIW (where LCH SA is able to ascertain such fact), if any, and/or</li> <li>(ii) Irrevocable Daily Backloading Transactions which no longer meet all the Eligibility Requirements, if any.</li> </ul> <p>It is anticipated that LCH SA will be able to ascertain the fact mentioned in (i) above only in respect of House Trade Legs because it is unlikely that Clients will authorise DTCC to provide LCH SA with the details of their entire CDS portfolio.</p> <p>Where an Irrevocable Daily Backloading Transaction is not pre-registered in a Clearing Member's Client Account Structure in accordance with this Section 5 of the Procedures, such Irrevocable Daily Backloading Transaction shall become a Rejected Transaction.</p>
	<p><b>D+1</b> (provided that it is a Clearing Day): As soon as technologically practicable after the Morning Call</p>	<p>Novation of the pre-registered Irrevocable Daily Backloading Transactions which have not become Rejected Transactions shall be undertaken by LCH SA.</p>

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**5.3 CLEARING OF CLIENT TRADE LEGS**

(a) The Client Transaction Checks

Upon successful completion of the Eligibility Controls of:

(i) an Intraday Transaction comprising one or more Client Trade Leg(s), or

(ii) a Client Backloading Transaction,



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(d) **Intraday Transactions and Client Backloading Transactions - Notifications**

Following the Automatic Take-up Process or the Manual Take-up Process, LCH SA will notify the relevant Approved Trade Source System and Clearing Member(s) whether the relevant Intraday Transaction or Client Backloading Transaction has been accepted for clearing.

(e) **Indirect clearing**

When a CCM Individual Segregated Account Client providing indirect clearing services to CCM Indirect Clients submits a Client Trade Leg of a CDS for the account of a CCM Indirect Client for clearing by LCH SA via an Approved Trade Source System, that CCM Individual Segregated Account Client will indicate the specific trading code allowing for the proper identification of Client Trade Legs submitted for all its CCM Indirect Clients. LCH SA will then use that specific trading code, together with the Original Transaction Data, received from the Approved Trade Source System to determine whether such Client Trade Leg shall be registered in the relevant CCM Indirect Client Segregated Account Structure or CCM Direct Client Segregated Account Structure.

(f) **Clients' branches**

Each Client of a Clearing Member may opt for multi-branch management allowing such Client to allocate Client Cleared Transactions registered in the relevant Client Trade Account to one of its branches through which such Client operates. For this purpose, the Client will provide a specific code identifying its branch for a Client Trade Leg submitted for clearing to LCH SA by the relevant ATSS Participant.

The Clearing Member may update the allocation of Client Cleared Transactions registered in a Client Trade Account of such Client between its branches, through LCH Portal, Where each branch of a Client is identified in the TIW with a specific code, LCH SA will reflect each reallocation in the records of the TIW on its own behalf and on behalf of the relevant Clearing Member.

For the avoidance of doubt, identification *per* branch of a Client only affects Client Cleared Transactions held in the Client Trade Account and has no effect on the net position held in the corresponding Client Margin Account. Furthermore, identification *per* branch of a Client has no effect on the risk calculation which is based on the net position held in the Client Margin Account.

**5.4 CDS CLEARING MEMBER REPORTING**

(a) **Means of access and reporting mechanisms**

LCH SA will ensure that all CDS Clearing System reports and files are accessible by Clearing Members through any means of access or reporting mechanism specified in a Clearing Notice.

(b) **Clearlink gateway**

Messages relating to the acceptance or rejection of Consent Requests, the novation and registration of Original Transactions and the various reports related to Cleared Transactions will be sent and received by LCH SA, the Clearing Members, the Approved Trade Source Systems using the ClearLink gateway.

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5.5 TRADE COMPRESSION

LCH SA will provide trade compression services to Clearing Members on an ad hoc and on an automatic basis to allow Clearing Members to reduce the number of Cleared Transactions they hold in their House Trade Account and in each of their Client Trade Accounts. This allows, among other things, Clearing Members to reduce the administration associated with their portfolio of Cleared Transactions. For the avoidance of doubt, LCH SA will provide trade compression to Clearing Members on both an ad hoc and automatic basis on any Clearing Day.

Each Clearing Member may elect to compress any or all of its Cleared Transactions in any of its Trade Accounts provided that:

- (i) such Cleared Transactions are of the same CDS Type;
(ii) the Initial Payment Amounts relating to such Cleared Transactions have been settled; and
(iii) where a Client has opted for multi-branch management of the corresponding Client Trade Account of its Clearing Member, automatic trade compression will be processed at the level of the branches within the same Client Trade Account, subject to the election by a Clearing Member to exclude some of the branches from this process as set in Paragraph 5.5 (b) below.

The Fixed Rate Payer Calculation Amount for the new Cleared Transaction will be the absolute value of the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Buyer less the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Seller.

If the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Buyer is greater than the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Seller then the Clearing Member will be the CDS Buyer on the resultant Cleared Transaction. If the opposite is true then the Clearing Member will be the CDS Seller on the resultant Cleared Transaction.

If the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Buyer is equal to the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Seller then no resultant trade is booked.

For the avoidance of doubt, compression only affects Cleared Transactions held in the Trade Account and has no effect on the net position held in the Margin Account. Furthermore, compression has no effect on the risk calculation which is based on the net position held in the Margin Account.

(a) Ad-hoc compression

A Clearing Member may request ad-hoc compression in accordance with Title III, Chapter 3 of the CDS Clearing Rule Book by up-loading an Ad-Hoc Compression Order File. The Ad-Hoc Compression Order File lists the Cleared Transactions that are to be compressed

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and also defines the resulting Cleared Transaction. The Ad-Hoc Compression Order File should be up-loaded by the Clearing Member on any means of access specified in a Clearing Notice.

Clearing Members may only request ad-hoc compression in relation to Index Cleared Transactions and/or Single Name Cleared Transactions which have already been registered in the TIW, in accordance with Article 3.3.1.1(i) of the CDS Clearing Rule Book.

The Ad-Hoc Compression Order File must be received by LCH SA on any Clearing Day through any means of access specified in a Clearing Notice between 09.15 CET and 19.30 CET in order for the request to be processed and the related Cleared Transactions to be compressed on that same day (day "D"). LCH SA will include the results of the compression in the Cleared Trades Report and Compression Results File in respect of such Clearing Member. LCH SA will publish such Cleared Trades Report and Compression Results File via any reporting mechanism specified in a Clearing Notice as soon as practicable on the same Clearing Day as such Clearing Member's request for compression and following the implementation of such Clearing Member's request for compression. Where LCH SA receives such request after 19:30 CET, such request shall be deemed to not have been up-loaded and shall be of no effect.

As a contingency solution in case of disruption of any means of access or reporting mechanism specified in a Clearing Notice, the Clearing Member should send the request to the Operations Department by email (cdsclear.ops@lch.com) by 17:00 CET. Where LCH SA receives such contingency request by 17:00 CET the request will be processed and the related Cleared Transactions will be compressed on the same day (day "D"). Where LCH SA receives such contingency request after 17:00 CET, LCH SA may, in its sole discretion, process such request and compress the related Cleared Transactions on the same day (day "D") provided that if LCH SA does not, in its sole discretion, process such a request and compress the related Cleared Transactions on the same day, LCH SA will process such request and the related Cleared Transaction will be compressed on the next Clearing Day (day "D+1") unless the relevant Clearing Member instructs the Operations Department to withdraw such request.

A Clearing Member may request ad hoc compression in accordance with Title III, Chapter 3 of the CDS Clearing Rule Book and this paragraph 5.5(a) in respect of Cleared Transactions notwithstanding that such Clearing Member has also requested automatic compression in accordance with Title III, Chapter 3 of the CDS Clearing Rule Book and paragraph 5.5(b) below.

(b) Automatic Compression

Automatic Compression as described under this paragraph 5.5(b) can be set up by a Clearing Member in respect of:

- (i) Cleared Transactions which have been novated as part of the Daily Backloading Cycle and/or Weekly Backloading Cycle but have not been yet registered in the TIW; such Cleared Transactions may be compressed either with:(x) other Cleared Transactions which have been novated as part of the same Daily Backloading Cycle or Weekly Backloading Cycle, as applicable, and/or (y) other Cleared Transactions which have been already registered in the TIW (each a "Backloading Compression"); and/or

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(ii) Cleared Transactions which are already registered in the TIW.

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A Clearing Member may configure the CDS Clearing System to perform automatic compression in respect of any Trade Account in accordance with Title III, Chapter 3 of the CDS Clearing Rule Book. Such a configuration allows the relevant Clearing Member to make the following elections:

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(i) whether the automatic trade compression is processed at the level of (x) the relevant Trade Account or (y) different desks within the same Trade Account,

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(ii) in respect of an automatic compression (other than a Backloading Compression), whether it shall occur on a daily or weekly basis, and

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(iii) whether a list of desks or in respect of Client Trade Accounts, a list of branches of Clients, shall be excluded for the purposes of automatic trade compression.

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A Clearing Member may request LCH SA to change its previous election in respect of automatic compression through submitting a request via any means of access specified in a Clearing Notice at any time. Where LCH SA receives such a request by 19:30 CET via any means of access specified in a Clearing Notice on a Clearing Day (day "D"), the election will be effective from and including the following Clearing Day (day "D+1") unless and until a further request is made. Where LCH SA receives a request after 19:30 CET via any means of access specified in a Clearing Notice, such request will be effective from and including the second following Clearing Day (day "D+2") unless and until a further request is made.

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Compression (other than a Backloading Compression) on a daily basis is performed on each Clearing Day as part of the morning batch process before 09.15 CET and after the registration in TIW has occurred.

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Compression (other than a Backloading Compression) on a weekly basis is performed as part of the morning batch process before 09.15 CET on Wednesdays (or, if such Wednesday is not a Clearing Day, the next following Wednesday that is a Clearing Day) and after the registration in TIW has occurred.

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Backloading Compression is performed as part of the Daily and/or Weekly Backloading Cycle and in any case before the registration in TIW has occurred.

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(c) Restructuring Credit Event

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Upon the occurrence of a Restructuring Credit Event relating to a Single Name Cleared Transaction, LCH SA will compress such Single Name Cleared Transaction resulting in a single position for a Trade Account, on the day determined by the industry for such purposes. If no automatic compression rules have been specified, then compression will be made per desk in respect of each Trade Account.

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(d) Registration of Single Names Cleared Transaction

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Single Name Cleared Transactions resulting from any compression as described under this paragraph 5.5 will be registered in the Clearing System under the CDS Clear Preferred Reference Obligation as defined under Section 4 of the Procedures.

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proceed with the transfer of the Client Cleared Transactions and shall promptly notify the Receiving Clearing Member that the transfer will not proceed.

If the Receiving Clearing Member wishes to proceed with such transfer, it shall be required to submit a new Client Partial Transfer Form in accordance with these Procedures.

**(b) Full Transfer**

Where a Receiving Clearing Member wishes, pursuant to:

(i) Article 5.3.2.1 of the CDS Clearing Rule Book, to receive a transfer of the entire portfolio (and not less than an entire portfolio) of:

(x) the Client Cleared Transactions registered in the CCM Direct Segregated Account Structure of a CCM Individual Segregated Account Client Individual Segregated Account Client; and/or

(y) Client Cleared Transactions registered in the CCM Indirect Client Segregated Account Structure of that CCM Individual Segregated Account Client registered in the CCM Client Trade Account(s) of the relevant CCM Individual Segregated Account Structure

of a Carrying Clearing Member;

(ii) Article 5.3.2.2 of the CDS Clearing Rule Book, to receive a transfer of all of the Client Cleared Transactions registered in the CCM Client Trade Accounts of the CCM Net Omnibus Segregated Account Clients within a CCM Net Omnibus Client Set of a Carrying Clearing Member;

(iii) Article 5.3.2.3 of the CDS Clearing Rule Book, to receive a transfer of all of the Client Cleared Transactions registered in the CCM Client Trade Accounts of CCM Gross Omnibus Multi Sub-Account Clients within a CCM Gross Omnibus Multi Sub-Account Client Set of a Carrying Clearing Member;

(iv) Article 5.3.2.4 of the CDS Clearing Rule Book, to receive the entire portfolio (and not less than an entire portfolio) of the Client Cleared Transactions registered in the CCM Gross Omnibus Single Sub-Account Structure of a CCM Gross Omnibus Single Sub-Account Client of a Carrying Clearing Member; or

(v) Article 6.3.2.1 of the CDS Clearing Rule Book, to receive a transfer of all the Client Cleared Transactions registered in the FCM Client Trade Account of an FCM Client;

such Receiving Clearing Member shall provide LCH SA with a Client Full Transfer Form (see Appendix 2), in respect of (and signed by or on behalf of) each Client on behalf of whom the relevant transfer would be made. Each such form shall confirm that all Client Cleared Transactions registered in the Client Trade Account(s) shall be transferred pursuant to these Procedures.

Where a Receiving Clearing Member submits a Client Full Transfer Form, it must confirm whether or not the Client(s) also wishes to transfer Client Assets. Following receipt of a Client Full Transfer Form, LCH SA shall notify the Carrying Clearing Member that a request has been received to transfer Client Cleared Transactions.

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In the event that any of the conditions set forth in Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3, Article 5.3.2.4 or Article 6.3.2.1, as applicable, of the CDS Clearing Rule Book are not satisfied, including where the Carrying Clearing Member notifies LCH SA that certain conditions have not been satisfied, using the Carrying Member Response Form (see Appendix 3), LCH SA shall not proceed with the transfer of the Client Cleared Transactions or the transfer of Client Assets (where applicable) and shall promptly notify the Receiving Clearing Member that the transfer will not proceed.

If the Receiving Clearing Member wishes to proceed with such transfer or any other transfer of the Client Cleared Transactions, it shall be required to submit a new Client Full Transfer Form or a new Client Partial Transfer Form (see Appendix 1) in accordance with these Procedures.

Once a Carrying Clearing Member has been informed that a Client Full Transfer Form has been received, the Carrying Clearing Member shall not be permitted to submit additional Original Transactions, having Client Trade Leg(s) attributable to the relevant Client(s), for clearing. Such restriction will apply for the period commencing at the End of Real Time on the Business Day on which the relevant Clearing Member receives such notice from LCH SA and ending at the time at which the relevant transfer (including the transfer of the relevant Client Assets, if applicable) is actually effected, fails or is rejected in accordance with Section 5.3.2 or Section 6.3.2, as applicable, of the CDS Clearing Rule Book and these Procedures.

(c) **Transfer of Client Assets**

Where a Receiving Clearing Member notifies LCH SA that a Client wishes to transfer Client Assets from the Carrying Clearing Member to the Receiving Clearing Member, LCH SA shall notify the Carrying Clearing Member of such request.

With respect to the transfer of a CCM Individual Segregated Account Client, in accordance with Article 5.3.2.1, or a CCM Omnibus Client Set, in accordance with Article 5.3.2.2 of the CDS Clearing Rule Book, LCH SA will provide details of the relevant Client Assets to the Receiving Clearing Member and give the Receiving Clearing Member opportunity to reject a transfer of some or all of the Client Assets in accordance with the timetable below.

With respect to the transfer of a CCM Gross Omnibus Multi Sub-Account Client Set, in accordance with Article 5.3.2.3, a CCM Gross Omnibus Single Sub-Account Client, in accordance with Article 5.3.2.4, or an FCM Client, in accordance with Article 6.3.2.1, of the CDS Clearing Rule Book, the Carrying Clearing Member shall confirm to LCH SA, using the Carrying Member Response Form (see Appendix 3) which Client Assets are attributable to the CCM Gross Omnibus Gross Multi Sub-Account Client Set, CCM Gross Omnibus Single Sub-Account Client or FCM Client and the Client Cleared Transactions. In the event that the Carrying Clearing Member fails to do so in accordance with the timetable below, LCH SA shall determine (in its sole discretion) the Client Assets that are to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account in the case of a CCM Gross Omnibus Gross Multi Sub-Account Client Set or a CCM Gross Omnibus Single Sub-Account Client and FCM Client Financial Account in the case of an FCM Client. LCH SA shall notify the Carrying Clearing Member and the Receiving Clearing Member of the Client Assets that will be transferred in accordance with the timetable below. Following receipt of such notification by LCH SA, the Receiving Clearing Member may elect to reject the transfer

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5.8 UPDATING THE TRADE INFORMATION WAREHOUSE

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(a) Process

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LCH SA will ensure that all Cleared Transactions are stored in the CDS Clearing System and replicated in the TIW.

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There are two operations involved in the TIW update process, one or both of which will be relevant depending on the event leading to the update:

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- the termination of old trades; and
- the creation of new trades.

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The following events will require trades in the TIW to be updated by LCH SA:

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- Novation of a Backloading Transaction:
  - Termination of the Backloading Transaction where the upfront amount has been paid;
  - Exit of the Backloading Transaction where the upfront amount has not been paid; and
  - Creation of Cleared Transactions
- Novation of an Intraday Transaction:
  - Termination of the Intraday Transaction, if applicable
  - Creation of Cleared Transactions
- Reallocation of a Client Cleared Transaction within a Client Trade Account between branches
  - Termination of the relevant Client Cleared Transaction allocated to the current branch
  - Creation of the Client Cleared Transaction resulting from the reallocation to another branch
- Trade Compression:
  - Termination of Cleared Transactions to be compressed, if applicable
  - Creation of compressed Cleared Transactions, if applicable
- Creation of Restructuring Cleared Transactions
  - Termination, if necessary, of Initial Single Name Cleared Transactions
  - Creation of the Restructuring Cleared Transactions

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- Re-couponing of the Cleared Transactions
  - Termination of Cleared Transactions affected by the re-couponing
  - Creation of Cleared Transactions resulting from the re-couponing
- Completion of Physical Settlement following a Credit Event
  - Termination of Cleared Transactions

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LCH SA will make all relevant registrations in a timely fashion subject to receiving valid data from the relevant Clearing Members and DTCC being active and ensure that the registration is accurate and correct based on the information available to it.

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In respect of sub-paragraphs (a) and (b) below, neither LCH SA nor a Clearing Member shall:

- (i) actively do anything that alters the trade confirmation or will prevent DTCC correctly calculating payments; or
- (ii) make any changes to trades in the TIW which prevent the automated DTCC process being correctly executed on that trade unless authorised by LCH SA. For the avoidance of doubt, the failure by a Clearing Member to match a trade in the TIW will not affect the validity and enforceability of the Cleared Transactions registered within the CDS Clearing System and the related obligations of the relevant Clearing Member.

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(b) Cleared Transactions

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In accordance with Article 2.2.1.1 (xx)(b) and Article 3.1.10.2 of the CDS Clearing Rule Book each Clearing Member authorises LCH SA to submit Cleared Transactions created in respect of Intraday Transactions to the TIW on the Clearing Member's behalf.

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For all Cleared Transactions, LCH SA will book both trade legs in the TIW.

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LCH SA will make all relevant registrations in a timely fashion subject to receiving valid data from the relevant Clearing Members and DTCC being active and ensure that the registration is accurate and correct based on the information available to it.

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After a Cleared Transaction is booked in the TIW, the Clearing Member which is a party to such Cleared Transaction may modify the Trade Reference Identifier or workflow data (to the exclusion, for the avoidance of doubt, of any Transaction Data) registered in the TIW. LCH SA will ensure its own records are consistent with such modifications as soon as it receives the relevant TIW notification of such modifications.

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(c) Deemed Submission Authority

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A Clearing Member is deemed to have authorised LCH SA to book a trade on behalf of the Clearing Member in accordance with Section 3.1.10 of the CDS Clearing Rule Book and LCH SA will make all relevant registrations in a timely fashion, subject to receiving valid data from the relevant Clearing Members and DTCC being active, and ensure that the registration is accurate and correct based on the information available to it.

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(d) TRIRename function

After a Clearing Member modifies its Trade Reference Identifier in respect of a Cleared Transaction in the TIW, the TRIRename function will allow the CDS Clearing System to be automatically updated with the new Trade Reference Identifier.

5.9 REGISTRATION OF SINGLE NAME CLEARED TRANSACTIONS

Single Name Cleared Transactions will be registered in the Clearing System under the CDS Clear Preferred Reference Obligation as defined under Section 4 of the Procedures.

5.10 DIFFERENCES IN RECORDS

Any differences noticed by Clearing Members between the record held by the CDS Clearing System and the TIW should be reported to LCH SA as soon as reasonably practicable.

To the extent that the terms of a Cleared Transaction either in the TIW or in the relevant report provided to the Clearing Member do not reflect, subject to and in accordance with the provisions of the CDS Clearing Rules and the CDS Clearing Supplement Documents, the Original Transaction that was submitted or the terms of the Restructuring Cleared Transaction, LCH SA will amend the records and/or reissue the relevant report, as applicable, to correct the differences as appropriate, to the extent it is authorised to do so.

5.11 REGISTRATION OF CLEARED TRANSACTIONS

(a) Notification of registration

Following registration of the Cleared Transactions reflecting an Original Transaction, the CDS Clearing System will publish the confirmation of novation via the Cleared Trade Report available through any reporting mechanism specified in a Clearing Notice. Details of Cleared Transactions are also available through any reporting mechanism specified in a Clearing Notice. Confirmation of novation will also be reported through the relevant Approved Trade Source System, if it has such functionality.

(b) Update of the Product Family Form

In accordance with Article 2.2.0.4, or as the case may be Article 3.1.6.8, of the CDS Clearing Rule Book, a Select Member is entitled to add or remove any Product Family indicated in its Product Family Form by sending a copy of a duly signed updated Product Family Form by email LCH SA's CDS Clear Business Development & Relationship Management team at cds clear business dev rm@lch.com, provided that a Select Member may request the removal of a Product Family to the extent that all of its Cleared Transactions registered in its House Account Structure belong to the outstanding Product Families indicated in its Product Family Form.

5.12 HEDGING TRANSACTIONS

LCH SA may enter into a CDS with a Clearing Member for hedging purposes (a "Hedging Transaction") pursuant to Clause 2.1.1 of the CDS Default Management Process. A Hedging Transaction will be executed as an OTC transaction by a Clearing Member on day D and will be cleared in the same manner as a Daily Backloading Transaction on D+1 save that it will be between LCH SA and a Clearing Member.

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5.13 REVERSING OF TRADES

Where a Clearing Member identifies an Original Transaction that it has cleared in error it may reverse the transaction by submitting an equal but opposite transaction via an Approved Trade Source System to LCH SA for clearing and then using compression pursuant to paragraph 5.5 of these Procedures. In such instances, for the avoidance of doubt the Clearing Member shall be solely responsible for entering into any bilateral transaction necessary to reverse the Original Transaction that was cleared in error.

5.14 MAXIMUM NOTIONAL AMOUNT

[This section is not used.]

5.15 RECOUPONING

In accordance with the CDS Clearing Supplement, LCH SA may, with the prior consent of all relevant Clearing Members, perform a re-couponsing on any Restructuring Cleared Transaction (or portion thereof) in respect of which a valid Credit Event Notice is not delivered during the relevant CEN Triggering Period if the Fixed Rate of such Restructuring Cleared Transaction is not an Eligible Fixed Rate.

In the case of a re-couponsing, the Restructuring Cleared Transaction will be terminated and replaced by two new Cleared Transactions: the "First Resulting Transaction" and the "Second Resulting Transaction".

The terms of the resulting Cleared Transactions will be identical to those of the Restructuring Cleared Transaction except that:

the Fixed Rate applicable for the First Resulting Transaction ("C1") will be the highest Eligible Fixed Rate that is inferior to the Fixed Rate of the Restructuring Cleared Transaction ("C");

the Fixed Rate applicable for the Second Resulting Transaction ("C2") will be the lowest Eligible Fixed Rate that is superior to the Fixed Rate of the Restructuring Cleared Transaction ("C");

The Floating Rate Payer Calculation Amount of the First Resulting Transaction ("N1") will be calculated as per below:

$$N1 = N \times \frac{(C - C2)}{(C1 - C2)}$$

Where N is the Floating Rate Payer Calculation Amount of the Restructuring Cleared Transaction.

The Floating Rate Payer Calculation Amount of the Second Resulting Transaction ("N2") will be calculated as per below:

$$N2 = N \times \frac{(C - C1)}{(C2 - C1)}$$

Where N is the Floating Rate Payer Calculation Amount of the Restructuring Cleared Transaction.

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The Trade Date for the First Resulting Transaction and the Second Resulting Transaction will be the date on which the re-couponing is performed;

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The Transaction Type for the First Resulting Transaction and the Second Resulting Transaction will be Standard European Corporate.

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Single Name Cleared Transactions resulting from a re-couponing will be registered in the Clearing System under the CDSClear Preferred Reference Obligation as defined under Section 4 of the Procedures.

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**5.16 REPORTS**

The reports set out at paragraph 5.16(a)-(e) will be made available by LCH SA to Clearing Members on each Business Day at the times specified in paragraph 5.16(a)-(e).

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The reports set out at paragraph 5.16(f) will be made available by LCH SA to Clearing Members on a monthly basis, on the dates and at the times specified in Section 5.16(f).

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The reports set out at paragraph 5.16 (g) and (h) will be made available by LCH SA to Clearing Members on an ad hoc basis.

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(a) Backloading Transaction Reports

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(i) Trade management reports

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(A) Clearing Eligibility Report

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"Clearing Eligibility Report" means the report described in this paragraph.

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Description: sets out:

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• the Gold Records received overnight by LCH SA from DTCC;

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• details of the Gold Records which have successfully passed and those which have failed the Eligibility Controls performed pursuant to Article 3.1.1.2 of the CDS Clearing Rule Book.

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Timing: published by LCH SA by 09:30 CET on each Business Day.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Clearing Eligibility Report will be published.

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(B) DTCC Matching and Eligibility Report

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"DTCC Matching and Eligibility Report" means the report described in this paragraph.

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Description: sets out:

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• the Gold Records of the Eligible Weekly Backloading Transactions and Irrevocable Weekly Backloading Transactions which have not been removed from the TIW; and

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- the Gold Records of the Eligible Weekly Backloading Transactions and Irrevocable Weekly Backloading Transactions which have been removed from the TIW.

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Mis en forme : Police :+Corps, 12 pt, Non Gras, Anglais (États-Unis)

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Timing: published by LCH SA between 02:00 and 04:00 CET on each Business Day.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant DTCC Matching and Eligibility Report will be published.

**(C) Simulation DTCC Matching and Eligibility Report**

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"Simulation DTCC Matching and Eligibility Report" means the report described in this paragraph.

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Description: sets out:

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- the Gold Records of the Eligible Weekly Backloading Transactions or Irrevocable Weekly Backloading Transactions (as applicable) which have not been removed from the TIW; and

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- the Gold Records of the Eligible Weekly Backloading Transactions or Irrevocable Weekly Backloading Transactions (as applicable) which have been removed from the TIW.

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Timing: published by LCH SA between 02.00 CET and 04.00 CET on each Business Day.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Simulation DTCC Matching and Eligibility Report will be published.

**(D) Simulation Margin Requirements Result File**

Mis en forme

Description: sets out the detailed components of the estimated calculation relating to the Margin Requirements that would be required to be posted if the relevant Eligible Weekly Backloading Transactions or Irrevocable Weekly Backloading Transactions (as applicable) were registered as Cleared Transactions in the Clearing Member's House Account Structure at the time of the estimate.

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Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Simulation Margin Requirements Result File will be published.

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**(E) Bilateral Trades Report**

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Mis en forme : Police :+Corps

"Bilateral Trades Report" means the report described in this paragraph.

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Mis en forme : Police :+Corps

**DRAFT FOR DISCUSSION PURPOSES ONLY**

Description: contains all Original Transactions for the current Business Day including details of those that have successfully passed and those which have failed the Eligibility Controls performed pursuant to Article 3.1.1.3, Article 3.1.2.2 or Article 3.1.2.3 of the CDS Clearing Rule Book.

Mis en forme : Police :+Corps, 12 pt, Non Gras, Anglais (États-Unis)

Mis en forme : Taquets de tabulation : 7,96 cm, Centré

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Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Bilateral Trades Report will be published but will not contain any data.

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Mis en forme : Police :+Corps

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**(F) Cleared Trades Report**

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"Cleared Trades Report" means the report described in this paragraph.

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Description: this report will contain the private data relating to the Cleared Transactions of each individual Clearing Member in the CDS Clearing System, including:

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• the financial value of each Cleared Transaction as at the date and time of publication of such Cleared Trades Report;

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• the clearing time stamp confirming the time at which a Cleared Transaction is registered in the Trade Account of the relevant Clearing Member; and

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• the total stock of Cleared Transactions relating to the relevant Clearing Member as at the date and time of publication of such Cleared Trades Report.

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Timing: published by LCH SA by no later than 09.30 CET on each Business Day. For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Cleared Trades Report will be published.

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**(G) TIW Operations File**

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"TIW Operations File" means the file described in this paragraph.

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Description: sets out, for each Clearing Member, the Original Transactions novated and the Cleared Transactions created as a result of compression since the previous TIW Operations File was generated.

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Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant TIW Operations File will be published.

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**DRAFT FOR DISCUSSION PURPOSES ONLY**

**(H) Clearing Member Restructuring Pair File**

"Clearing Member Restructuring Pair File" means the file described in this paragraph.

Description: in respect of a DC Credit Event Announcement relating to a Restructuring Credit Event, this file will provide Clearing Members with details of the relevant Restructuring Matched Pairs created in accordance with the CDS Clearing Supplement.

LCH SA will generate a file per Clearing Member on each Business Day, but these files will not contain any data unless a DC Credit Event Announcement relating to a Restructuring Credit Event occurs at any time, in which case, from (and including) the date when any relevant Restructuring Matched Pairs are created to (and including) the relevant movement option end date, the files will contain details of the relevant Matched Buyer and Matched Seller comprised within each relevant Restructuring Matched Pair including the identity of the other Clearing Member and the associated Restructuring Matched Pair Amounts.

Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Clearing Member Restructuring Pair File will be published.

**(I) Event Managements Reports**

"Event Reports" means the reports described in this paragraph.

Description: The event reports cover the following reports made to Clearing Members: "Restructuring Credit Event report", "Bankruptcy/Failure to Pay/Governmental Intervention Credit Event Report", "Rename Event Report" and "Succession Event Report". In respect of the DC Credit Event Announcements relating to Restructuring, Bankruptcy, Failure to Pay, Governmental Intervention and Succession Events, or of the market decisions for Rename Events, these reports will provide Clearing Members with the description of the ongoing events.

Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Event reports will be published.

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**DRAFT FOR DISCUSSION PURPOSES ONLY**

**(ii) Risk management reports**

The risk management reports are dedicated to providing Clearing Members with risk/margin calculations and reporting the resulting cash call calculations to Clearing Members.

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Mis en forme : Taquets de tabulation : 7,96 cm, Centré

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**(A) Margin Requirements Results File**

"Margin Requirements Results File" means the file described in this paragraph.

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Description: the Margin Requirements Results File is generated for each Clearing Member with an Open Position in respect of any of its Margin Accounts, and sets out the detailed components of the calculation relating to the Margin required to be transferred in relation to each related Margin Account, including the Credit Quality Margin applied to the Margin Account of such Clearing Member, if any. The file also specifies the Additional Margin that LCH SA is entitled to call from a Clearing Member on that Business Day.

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The Margin Requirements Results File is made up of two sub-files:

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- the Margin Result House File: containing the detailed components and the detailed calculations relating to the House Margin Requirement; and

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- the Margin Result Client File: containing the detailed components and the detailed calculations relating to:

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- the Client Margin Requirement for each Client Margin Account ;
- the hypothetical Client Margin Requirement calculated for each CCM Net Omnibus Segregated Account Client as if such client has opted for a CCM Direct Client Segregated Account Structure and for each Gross CCM Omnibus Multi Sub-Account Client as if such client has opted for a Gross CCM Omnibus Single Sub-Account Structure; and
- the hypothetical Client Margin Requirement calculated for each branch identified as such by the relevant Client.

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For the avoidance of doubt, the Margin Requirements Results File generated at the above time will contain details of the Open Positions (including positions pre-registered in the Account Structure of the relevant Clearing Member in accordance with Section 3.1.7 of the CDS Clearing Rule Book).

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Timing: published by LCH SA on each Business Day before 08.00 CET.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, the relevant Margin Requirements Results File will be published.

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(B) Portfolio File

"Portfolio File" means the file described in this paragraph.

Description: the Portfolio File specifies, for each Margin Account, all the Open Positions of the Clearing Member that have been entered for the purpose of calculating the Margin which is required to be posted in relation to such Margin Account.

Timing: published by LCH SA on each Business Day every hour and at the time of a Margin Call between 09.00 CET and 19.30 CET.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Portfolio File will be published.

(iii) Collateral management reports

Timing: collateral management reports and files are sent to Clearing Members in two formats (XML and/or plain text). The following reports and files are published by LCH SA on each Business Day between 05.15 CET and 05.45 CET (and, with respect to the AC0102E Report, AC0103E Report and AC0113E Report, before each call for payment of the Additional Contribution Amount as the case may be).

(A) AC0103E Report

"AC0103E Report" means the report described in this paragraph.

(1) CDS Global Cash Call Document

"CDS Global Cash Call Document" means the section of the AC0103E Report described in this paragraph.

Description: the CDS Global Cash Call Document contains details for each Clearing Member on:

- the daily activity (including the cash available to such Clearing Member from the previous Business Day and cash flows associated with Cleared Transactions of such Clearing Member); and
- the monthly activity (including the statement of account and invoicing fees flow) of cash flows relating to such Clearing Member in the CDS Clearing System.

The CDS Global Cash Call Document will separately set out the details:

- for the House Account Structure of a Clearing Member and for each of its Client Account Structure(s), if applicable; and
- for Euro cash flows and for USD cash flows, if applicable.

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Before each call for payment of the Additional Contribution Amount on any Business Day, LCH SA will send to each relevant Clearing Member the updated CDS Global Cash Call Document.

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**(B) AC0102E Report**

"AC0102E Report" means the section of the AC0102E Report described in this paragraph.

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**(1) CDS Cash Call Document**

"CDS Cash Call Document" means the Report described in this paragraph.

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Description: the CDS Cash Call Document contains the global amount of clearing flows (including Fixed Amounts in relation to Cleared Transactions of the relevant Clearing Member), credit event flow (including Cash Settlement Amounts and Fixed Amount rebates in relation to Cleared Transactions of the relevant Clearing Member) and collateral flows (including spread margin, short charge margin, recovery risk margin, self-referencing protection margin, interest rate margin, coupon, credit event margin, increase coverage, contingency variation margin and liquidity charge), which is calculated for value day "D" and compared to the amount of Collateral (bonds and shares, non-Euro and Euro cash) allocated from the previous Business Day for the relevant Clearing Member.

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The CDS Cash Call Document will separately document the clearing and collateral flows:

- for the House Account Structure of a Clearing Member and for each of its Client Account Structure(s), if applicable; and
- for Euro cash flows and for USD cash flows, if applicable.

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The sum of all these cash flows is reported at the end of the CDS Cash Call Document and, also, as a specific line, in the CDS Global Cash Call Document.

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**(2) CDS Default Fund Cash Call Document**

"CDS Default Fund Cash Call Document" means the section of the AC0102E Report described in this paragraph.

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Description: the CDS Default Fund Cash Call Document details the global amount of a Clearing Member's contribution to the CDS Default Fund which is compared to the amount of Collateral allocated from the previous Business Day.

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Before each call for payment of the Additional Contribution Amount on any Business Day, LCH SA will send to each relevant Clearing Member the updated CDS Default Fund Cash Call Document detailing

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the Additional Contribution Amount to be paid by such relevant Clearing Member in accordance with Section 6 of the Procedures.

Mis en forme : Taquets de tabulation : 7,96 cm, Centré

Mis en forme : Police :+Corps, 12 pt, Non Gras, Anglais (États-Unis)

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**(C) AC0110E Report**

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"AC0110E Report" means the report described in this paragraph.

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**(1) Initial and Global Financial Reports**

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"Initial and Global Financial Reports" means the Initial Financial Report and Global Financial Report sections of the AC0110E Report.

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Description: LCH SA will send the Initial and Global Financial Reports to each Clearing Member using non-Euro currencies, Bonds and shares, as Collateral.

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**(A) Initial Financial Report**

Mis en forme

"Initial Financial Report" means the section of the AC0110E Report described in this paragraph.

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The Initial Financial Report contains the detail of available and allocated cash, bonds and shares and non Euro currencies, per market and per sub-account.

Mis en forme

Timing: published by LCH SA before each TARGET2 time slot on each Business Day and upon a Clearing Member crediting LCH SA TARGET2 Account as described under Section 3.7(f). In the latter case, it will only be made available to the relevant Clearing Member.

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**(B) Global Financial Report**

Mis en forme

"Global Financial Report" means the section of the AC0110E Report described in this paragraph.

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The Global Financial Report contains details of the type of Eligible Collateral (ISIN code or code of non euro currency), and the related quotations, its value calculated in Euro, the applied haircut rate and its allocated and available amounts.

Mis en forme

Timing: published by LCH SA before each TARGET2 time slot on each Business Day and upon a Clearing Member crediting LCH SA TARGET2 Account as described under Section 3.7(f). In the latter case, it will only be made available to the relevant Clearing Member.

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(G) AC0113E Report

"AC0113E Report" means the report described in this paragraph.

(1) Net Payment Position of Cash Flow Operations

Description: this report contains the sum of all the balances set out in the CDS Cash Call Document and the CDS Default Fund Cash Call Document, that are due by the Clearing Member to LCH SA. This report will separately identify the amounts due in respect of the House Account Structure of a Clearing Member and each of its Client Account Structure(s), if applicable.

(b) Intraday Call Reports

"Intraday Call Reports" means the reports listed in this paragraph 5.16(b) (the descriptions of which are as set out in paragraph 5.16 (a), above unless otherwise noted below) published by LCH SA on each Business Day at the times, as specified below.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the Intraday Call Reports will still be published.

(i) Trade management reports

(A) Bilateral Trades Report

Description: contains all details of the Intraday Transactions which have been novated on the current Business Day as well as details of those that have become Rejected Transactions in accordance with the CDS Clearing Rule Book.

Timing: published by LCH SA on each Business Day between 11.55 CET and 12.25 CET (in respect of the First Intraday Call), between 15.55 CET and 16.25 CET (in respect of the Second Intraday Call) and by 20.00 CET.

On a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Bilateral Trades Reports will not contain any data.

(B) Cleared Trades Report

Timing: published by LCH SA on each Business Day between 11.55 CET and 12.25 CET (in respect of the First Intraday Call), between 15.55 CET and 16.25 CET (in respect of the Second Intraday Call) and by 20.00 CET.

(C) TIW Operations File

Timing: published by LCH SA on each Business Day between 11.55 CET and 12.25 CET (in respect of the First Intraday Call), between 15.55 CET and 16.25 CET (in respect of the Second Intraday Call) and by 20.00 CET.

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(ii) Risk management reports

(A) Margin Requirements Results File

Timing: published by LCH SA on each Business Day between 10.55 CET and 11.25 CET (in respect of the First Intraday Call), between 14.55 CET and 15.25 CET (in respect of the Second Intraday Call), and by 20.00 CET.

At these times, LCH SA will provide two Margin Requirements Results Files to each relevant Clearing Member:

- (i) the first Margin Requirements Results File will contain details of the calculation relating to the Margin required to be posted in relation to the Portfolio File described in paragraph 5.16(c)(ii)(B) below in respect of the Open Positions recorded in the House Margin Account, on the basis of the relevant Clearing Member's Open Positions between 11:00 and 12:00 CET on that Business Day;
(ii) the second Margin Requirements Results File will contain details of the calculation relating to the Margin required to be posted in relation to the Portfolio File described in paragraph 5.16(c)(ii)(B) below in respect of the Open Positions registered in each Client Margin Account which is calculated based on the Clearing Member's Open Positions at about 11.30 CET on that Business Day.

and in each case an indicator of whether such Margin Requirement Results File has been used for the purposes of the applicable Intraday Call.

(B) Portfolio Files

Description: the Portfolio File specifies, for each Margin Account, all the Open Positions of the Clearing Member and the positions corresponding to Eligible Transactions pre-registered in the Account Structure of the relevant Clearing Member that have been entered for the purpose of calculating the Margin which is required to be posted in relation to such Margin Account.

Timing: published by LCH SA on each Business Day between 11.55 CET and 12.25 CET (in respect of the First Intraday Call), between 14.55 CET and 15.25 CET (in respect of the Second Intraday Call), and by 20.00 CET.

(iii) Collateral management reports

Description:

- (A) AC0103E Report
(B) AC0102E Report
(C) AC0110E Report
(D) AC0104E Report

Mis en forme : Taquets de tabulation : 7,96 cm, Centré

Mis en forme : Police :+Corps, 12 pt, Non Gras, Anglais (États-Unis)

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**(E) AC0111E Report**

Mis en forme : Police :+Corps, 12 pt, Non Gras, Anglais (États-Unis)

Mis en forme : Taquets de tabulation : 7,96 cm, Centré

**(F) AC0112E Report**

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**(G) AC0113E Report**

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Timing: the above mentioned reports and files are published by LCH SA on each Business Day between 11.05 CET and 11.20 CET (in respect of the First Intraday Call), and between 15.05 CET and 15.20 CET (in respect of the Second Intraday Call) (the descriptions of the following reports are as set out in Section 5.16(a)(iii), above).

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**(c) Other daily reports**

Mis en forme : Police :+Corps, Non souligné, Couleur de police : Automatique

**(i) Product File**

Mis en forme : Police :+Corps

"Product File" means the file described in this paragraph.

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Description: the Product File contains the details of all the types of CDS then eligible for clearing in the CDS Clearing System and all the types of CDS which have ceased to be eligible for clearing within the period commencing 60 Clearing Days prior to the date of publication of the relevant Product File and ending on the date of publication of such Product File.

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Timing: published by LCH SA on each Business Day by 21.00 CET. For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Product File will be published.

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**(ii) Open Interest Report**

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"Open Interest Report" means the report described in this paragraph.

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Description: the Open Interest Report is a public report which contains the open interest per CDS Type registered in the CDS Clearing System. The open interest is calculated to be the sum of the net notional amounts for all Clearing Members who are net CDS Buyers for each CDS Type.

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Timing: published by LCH SA (i) between 09.15 CET and 09.30 CET on each Business Day.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Open Interest Report will be published.

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**(iii) Cross Trades Report**

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"Cross Trades Report" means the reports described in this paragraph.

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Description: the Cross Trades Report contains details of those cross trades which are required to be executed by a Clearing Member in accordance with Paragraph 5.18.5.

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Timing: published by LCH SA by 18.30 CET on each Clearing Day.

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Where a Cross Trade Report is published on a Clearing Day that:

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(a) is not a Firm Day; or

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(b) is a Firm Day but, on which, none of the prices provided by the Clearing Member in accordance with Paragraph 5.18.5 result in the creation of cross trades.

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then the Cross Trades Report will be published but will not contain any data.

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For the avoidance of doubt, on a day that is a Clearing Day on which there is no Real Time Session, the relevant Cross Trades Report will be published.

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**(iv) Variation Margin Report**

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**Description:** the Variation Margin Report is generated for each Clearing Member and sets out the detailed components of the calculation relating to the Variation Margin Requirement. The Variation Margin Report is made up of two sub-files: the Variation Margin House File with respect to the House Variation Margin Requirement and the Variation Margin Client File with respect to the Client Variation Margin Requirement for each Client Margin Account. Each of these sub-files specifies:

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• with respect to each Cleared Transaction registered in the relevant Account Structure of the relevant Clearing Member, the Variation Margin which shall be paid to LCH SA or, as applicable, received from LCH SA at the same time as the following Morning Call; and

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• with respect to each Irrevocable Backloading Transaction pre-registered in the relevant Account Structure of the relevant Clearing Member, the Variation Margin which shall be paid to LCH SA or, as applicable, received from LCH SA at the same time as the following First Intraday Call, provided that such Irrevocable Backloading Transaction is novated following the Morning Call on the relevant Clearing Day.

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**Timing:** published by LCH SA between 02:00 CET and 04:00 CET on each Business Day.

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For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Variation Margin Report will be published.

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**(d) Monthly reports**

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**(i) AC0101E Report**

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"AC0101E Report" means the report described in this paragraph.

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**(A) Invoicing Cash Call Report**

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"Invoicing Cash Call Report" means the section of the AC0101E Report described in this paragraph.

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LCH SA will send the Invoicing Cash Call Report to each Clearing Member on the tenth Clearing Day of the month, listing the references and amounts of the invoices relating to the CDS Clearing System. Once available, this information is also set out as a specific line item in the CDS Global Cash Call Document.

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(ii) **AC0106E Report**

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"AC0106E Report" means the report described in this paragraph.

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(A) **Interest Report**

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"Interest Report" means the section of the AC0106E Report described in this paragraph.

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LCH SA will send the Interest Report to each Clearing Member on the third Clearing Day of each month, containing the global monthly calculation per Margin/Collateral Account and a detailed calculation of interest to be paid to LCH SA, or due from LCH SA, relating to the Collateral transferred by such Clearing Member pursuant to Section 3 of the Procedures. The sum of interest is also reported as a specific line in the CDS Global Cash Call Document.

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(iii) **AC0126E Report**

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"AC0126E Report" means the report described in this paragraph.

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(A) **Interest Scales Report Section**

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"Interest Scales Report" means the section of the AC0126E Report described in this paragraph.

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LCH SA will send the Interest Scales Report to each Clearing Member on the third Clearing Day of each month, containing the detail of the daily calculation of interest and fees for each Margin Account, including for each date, the amount of allocated collateral and applied daily rate.

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(iv) **AC0129E Report**

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Mis en forme

"AC0129E Report" means the report described in this paragraph.

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(A) **CDS Default Fund Contribution**

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"CDS Default Fund Contribution" means the section of the AC0129E Report described in this paragraph.

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LCH SA will send the CDS Default Fund Contribution to each Clearing Member on the fourth Business Day of the month, setting out the new calculation of such Clearing Member's monthly contribution to the CDS Default Fund for the next period.

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This new contribution is also reported in the CDS Default Fund Cash Call Document.

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(v) **AC0105E Report**

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"AC0105E Report" means the report described in this paragraph.

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(A) **Monthly Accounting Notes Report**

Mis en forme

"Monthly Accounting Notes Report " means the section of the AC0105E Report described in this paragraph.

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LCH SA will send the Monthly Accounting Notes Report to each Clearing Member on the first Clearing Day of each month detailing all accounting operations recorded in LCH SA's book for the relevant Clearing Member during the month in accordance with its profile (market, sub-account, collateral, etc).

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Each AC0105E Report is sent with the CDS Global Cash Call Document.

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(vi) **Billing and Invoicing Reports**

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"Billing and Invoicing Report" means the report described in this paragraph.

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LCH SA will send to each Clearing Member a CDS Billing and Invoicing Report on a monthly basis.

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(e) **Collateral Holding Report**

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"Collateral Holding Report" means the report described in this paragraph.

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Euroclear Bank SA/NV will provide LCH SA and each Clearing Member with a Collateral Holding Report via SWIFT each time there is a movement on the pledged securities account contemplated by paragraph 3.13 of Section 3 of the Procedures (the "Pledged Account") on a Business Day. Such report will include: (i) details of the Eligible Collateral held in the Pledged Account; (ii) the ISIN code(s) of the relevant Eligible Collateral, if applicable; and (iii) the outstanding principal amount of the relevant Eligible Collateral. LCH SA shall grant Clearing Members simultaneous access to each such Collateral Holding Report via Euclid PC between 05.00 CET and 20.00 CET on each Business Day.

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(f) **Compression Results File**

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"Compression Results File" means the report described in this paragraph.

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Description: A Compression Results File will contain confirmation of the details of the resultant compressed trades that have been created following the submission of an ad-hoc compression request by a Clearing Member.

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Timing: Shortly after a Clearing Member submits an ad-hoc compression request in accordance with paragraph 5.5(a) above, LCH SA will publish a Compression Results File in respect of such request.

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5.17 REGULATORY REPORTING

(a) Reporting obligation under EMIR

Pursuant to EMIR, LCH SA will report the details of any Cleared Transaction subject to the reporting obligation in accordance with EMIR Article 9.1 to a trade repository duly registered or recognised in accordance with EMIR. For this purpose, LCH SA will be using UnaVista Ltd as a trade repository ("UnaVista").

LCH SA will not report the details of any Cleared Transaction on behalf of the relevant Clearing Member and/or its Clients.

The details of any Cleared Transaction and any modification (including any correction of errors or inconsistencies contained in a report) or termination of such Cleared Transaction shall be reported to UnaVista no later than the Business Day following the day of occurrence of the event triggering the obligation to report pursuant to EMIR.

For the purpose of the above reporting, LCH SA will generate a Unique Trade ID ("UTI") to identify a Cleared Transaction and will communicate such UTI to the relevant Clearing Members in due time. Such UTI will be used from the creation of the Cleared Transaction until its termination.

(b) Reporting obligation under CFTC Regulations Part 45

Pursuant to CFTC Regulations Part 45, LCH SA will send reports to a Swap Data Repository ("SDR"). For this purpose LCH SA will be using DTCC Data Repository (U.S.) LLC ("DDR") as an SDR.

The reporting to DDR will include creation data, continuation data and valuation data on any relevant Cleared Transaction as described below and according to the below timing:

1. Creation data: any creation of a Cleared Transaction as a result of the novation process will be reported by LCH SA to DDR, upon occurrence of registration of the Cleared Transaction in accordance with Section 3.1.10 of the CDS Clearing Rule Book;
2. Continuation data: information on lifecycle events of the Cleared Transaction, including any termination, compression, credit events will be reported by LCH SA to DDR, upon occurrence of the relevant registration of such event;
3. Valuation data: the value of each relevant Cleared Transaction will be reported on a daily basis by LCH SA to DDR.

For the purpose of the above reporting, LCH SA will use:

- (i) a Unique Swap Identifier ("USI") to identify a Cleared Transaction and such USI will be used from the creation of the Transaction until its termination;
- (ii) the CFTC Interim Compliant Identifier ("CICI") of each Party to the Transaction.

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**5.18 END OF DAY PRICE CONTRIBUTION**

References to times and deadlines in this paragraph 5.18 are to London local time (being Greenwich Mean Time (GMT) or British Summer Time (BST) as applicable).

**5.18.1 Market Data submission**

LCH SA has appointed the Index Publisher to be a Third Party Data Aggregator for the purposes of the CDS Admission Agreement.

On each Price Contribution Day, LCH SA will request the Index Publisher to obtain Market Data from each Price Contribution Participant for CDS in respect of which they have Open Positions.

Price Contribution Participants are required to submit Market Data between 16.30 and 16.35 on each Price Contribution Day.

If a Clearing Member wishes to appoint a Price Contribution Delegate, it shall first obtain the prior approval of LCH SA. For that purpose, the relevant Clearing Member shall contact LCH SA's CDS Clear Business Development & Relationship Management team ([cdsclearbusinessdevrm@lch.com](mailto:cdsclearbusinessdevrm@lch.com), +44 (0) 203 137 4516) and shall provide such information as may be required by LCH SA. For the avoidance of doubt, LCH SA has full discretion as to the approval of a Price Contribution Delegate for any Clearing Member.

In accordance with Article 2.2.0.5 of the CDS Clearing Rule Book, a Clearing Member that is a Select Member may decide to receive, or as the case may be, stop receiving the Price Requirement Files (as defined in paragraph 5.18.3 below). For that purpose, the relevant Clearing Member shall contact LCH SA's CDS Clear Business Development & Relationship Management team ([cdsclearbusinessdevrm@lch.com](mailto:cdsclearbusinessdevrm@lch.com), +44 (0) 203 137 4516) and shall provide such information as may be required by LCH SA.

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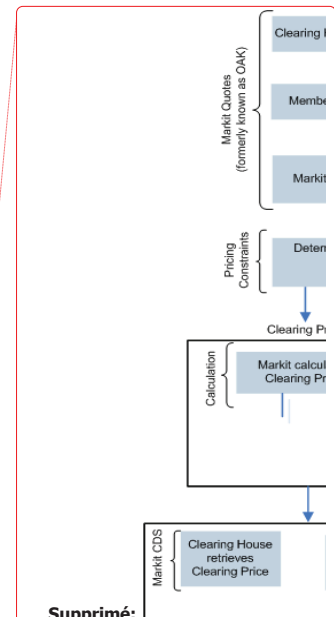
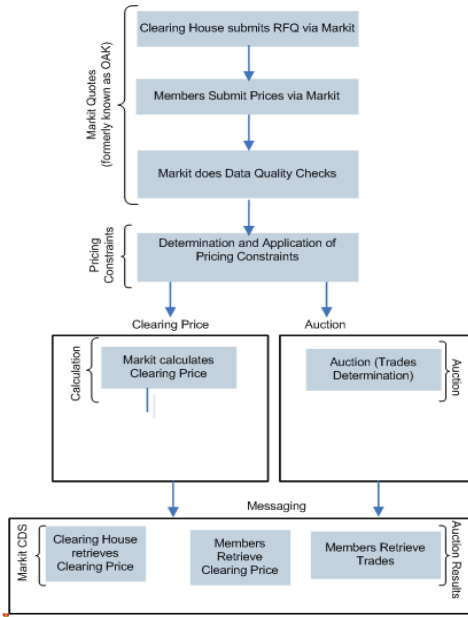
5.18.2 Calculation of End of Day Contributed Prices

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The following diagram illustrates the procedures and flows for the calculation of the End of Day Contributed Prices.

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At a high level, for the Index Publisher, there are effectively 5 steps in the process.

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(a) Receipt of Price Contribution Participants' Market Data

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(b) Application of bid/ask constraint

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• Selection of Benchmark Instruments

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○ Index: iTraxx Europe Main, HiVol, Cross Over, Senior Financials and CDX.NA.IG "On the Run" 5yr

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○ Single Name: 5 Year Standard Coupon and Currency

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• Observe "High Quality" Dealer Quoted Bid/Ask Spread

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○ Observation Window: 14.00 to 16.00

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○ Definition of Unique Quote: 2 minutes since last seen identical quote

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○ Quote Markit Quality Score of 8 or higher

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○ Minimum Quoting Dealers: To be set out in a risk notice

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- Quoting Dealers: Only Quotes from LCH SA Price Contribution Participants used
- Minimum Unique Quotes: 20 for Indices/10 for Single Name
- Non-Observed Process: 10 day rolling average
  - If the 10 day moving average is used for more than 1 day, the Risk Committee should be notified.
- Fixed Initial Bid/Ask Spread: Used if no 10 Day rolling average available.

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(c) Determination of clearing price

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(d) Determination of any trades (potential)

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(e) Communication of clearing price

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**5.18.3 Price submission procedure**

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Price Contribution Participants should submit Market Data in accordance with the following procedure:

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- LCH SA will transmit to the Index Publisher, on a daily basis, the Market Data for Clearing Members with Open Positions in Cleared Transactions;
- Price Contribution Participants will receive price requirement files listing the Open Positions in respect of which they are required to submit Market Data (each a "Price Requirement File");
- The Price Requirement Files will be available from the Index Publisher's website for download daily between 14.30 and 15.00;
- Price Contribution Participants upload Market Data submissions to the Index Publisher for the Cleared Transactions listed in the Price Requirement File between 16.00 and 16.35;
- Market Data can be re-submitted during this time; where a Price Contribution Participant does this the latest submitted Market Data will be taken into account by the Index Publisher;
- Market Data should be supplied via a Markit spreadsheet or a Markit API;
- Price Contribution Participants' Market Data submission can either be Bid/Ask pairs or Mids;
- The Index Publisher carries out real time checks on the data submitted to take account of fat-fingering, invalid reference data, etc. A validation log will be available to Price Contribution Participants for erroneous submissions/warnings.

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5.18.4 Use of composite spreads/prices

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To the extent LCH SA has not received End of Day Contributed Prices from the Index Publisher by 17:15 it will use:

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(a) With respect to Index Cleared Transactions, composite prices/spreads for the purposes of calculating the Variation Margin Requirement for each Margin Account of a Clearing Member on the next following Business Day;

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(b) With respect to Single Names Cleared Transactions, a computation of end of day contributed spreads and composite spreads for the purpose of calculating the Variation Margin Requirement for each Margin Account of a Clearing Member on the next following Business Day;

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in accordance with Article 4.2.7.1 of the CDS Clearing Rule Book.

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5.18.5 Trade crossing

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In order to validate the Market Data submitted by Price Contribution Participants in accordance with this Paragraph 5.18, LCH SA shall require Price Contribution Participants to undertake trade crossing in accordance with Article 4.2.7.7 of the CDS Clearing Rule Book.

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For the avoidance of doubt, in respect of Price Contribution Participants that are Select Members, or as the case may be their Price Contribution Delegates, paragraph 5.18.5 shall only apply to them in respect of Market Data that they have submitted.

(a) Firm Days

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LCH SA shall determine a number of "Firm Days" being the last Clearing Day of each quarter and 30 other Clearing Days in any calendar year chosen at LCH SA's sole discretion, and shall communicate such Firm Days to Price Contribution Participants promptly after the closure of the submission window at 16:35 on each such Firm Day.

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(b) Determination of cross trades

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The Index Publisher will inform LCH SA on each Price Contribution Day where prices submitted by Price Contribution Participants in accordance with this Paragraph 5.18 do not reflect the quoted daily spread for a particular CDS. On each Firm Day, Price Contribution Participants whose price(s) do not reflect the quoted daily spread for a particular CDS on such Firm Day will be required to execute a CDS with another Price Contribution Participant on pre-determined terms, as set out in Paragraph 5.18.5(c) below. CDS must be executed by a Price Contribution Participant prior to End of Day on the Price Contribution Day following the relevant Firm Day.

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(c) Terms of cross trades

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LCH SA shall notify the relevant Price Contribution Participant of the following required CDS terms by issuing a Cross Trade Report in accordance with Paragraph 5.16(c)(iii) above:

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- Index Version or Reference Entity as applicable
- Red code
- Original Notional Amount or Floating Rate Payer Calculation Amount as applicable







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▲ Email: [CDSClear.ops@LCH.com](mailto:CDSClear.ops@LCH.com)

▲ Telephone: + 33 1 70 37 42 24

▲ LCH SA - CDSClear Operations department  
 ▲ 18, rue du Quatre Septembre  
 ▲ 75002 Paris

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- Mis en forme : Taquets de tabulation : 7,96 cm, Centré
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APPENDIX 2

PART A: CCM INDIVIDUAL SEGREGATED ACCOUNT CLIENT – FULL TRANSFER FORM

**LCH** The Markets' Partner **CCM CLIENT - FULL TRANSFER FORM**

V.[]: [] 20[]

Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein

To: LCH SA

From: Receiving Clearing Member

Date:

(a) We, ..... [insert name of Receiving Clearing Member] (the "Receiving Clearing Member") have received a request from..... [insert name of transferring Client] (the "Client") to transfer its entire portfolio of Client Cleared Transactions registered in the relevant [[insert [CCM Direct Client Segregated Account Structure] [and/or]\* [CCM Indirect Client Segregated Account Structure]\*] from ..... [insert name of Carrying Clearing Member] to us. We hereby request the transfer of all Client Cleared Transactions registered in the name of the Carrying Clearing Member on behalf of the relevant Client pursuant to Article 5.3.2.1 of the CDS Clearing Rule Book (as applicable) and the Procedures.

\* Delete as appropriate

Please insert:

Name of Carrying Clearing Member: .....

in order to enable LCH SA to identify the Client Cleared Transactions that are to be transferred.

Please tick the relevant box below to confirm whether the Client wishes to transfer the Client Assets in accordance with Article 5.3.2.2 of the CDS Clearing Rule Book (as applicable).

The Client wishes to transfer Client Assets

The Client does NOT wish to transfer Client Assets

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All forms should be returned to LCH SA for the attention of the CDSClear Operations department.

Email: [CDSClear.ops@LCH.com](mailto:CDSClear.ops@LCH.com)

Telephone: + 33 1 70 37 42 24

LCH SA - CDSClear Operations department  
18, rue du Quatre Septembre  
75002 Paris

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Date	Date
_____ Authorized signatory	_____ Authorized signatory
_____ Date	_____ Date
_____ Authorized signatory	_____ Authorized signatory
_____ Date	_____ Date

All forms should be returned to LCH SA for the attention of the CDSClear Operations department.

Email: [CDSClear.ops@LCH.com](mailto:CDSClear.ops@LCH.com)

Telephone: + 33 1 70 37 42 24

LCH SA - CDSClear Operations department  
18, rue du Quatre Septembre  
75002 Paris

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APPENDIX 3

PART A: CCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM

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CCM CLIENT TRANSFER – CARRYING

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CLEARING MEMBER RESPONSE FORM

Mis en forme

[V] : [ ]

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Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein

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To: LCH SA

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Mis en forme

From: Carrying Clearing Member

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Date:

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Mis en forme

We, .....[insert name of Carrying Clearing Member] (the "Carrying Clearing Member") have received a request from LCH SA in relation to ..... 's [insert name of transferring Client or Clients] [(the "Client")]/[(the "Clients")]\* request to transfer [(its entire)/part of its/their] portfolio of Client Cleared Transactions registered in the relevant CCM Client Account Structure held by us. We are writing to inform you that:

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\* Delete as appropriate

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[The]/[A]\* transferring Client has become insolvent and no Client Cleared Transactions should therefore be transferred in accordance with Articles 5.3.2.1, 5.3.2.2, 5.3.2.3, 5.3.2.4, 5.3.3.1, 5.3.3.2, 5.3.3.3 or 5.3.3.4 of the CDS Clearing Rule Book as applicable.

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If the transferring Client requests to transfer the entire, or a part of, the portfolio of Client Cleared Transactions registered in the relevant CCM Indirect Segregated Account Structure, one or more relevant CCM Indirect Clients have become insolvent and no relevant Client Cleared Transactions should therefore be transferred in accordance with Articles 5.3.2.1 or 5.3.3.1 of the CDS Clearing Rule Book as applicable.

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Supprimé: 14 April

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[The]/[A]\* transferring Client has, or would have as a consequence of the occurrence of the requested transfer, unsatisfied requirements which LCH SA's CDS Clearing Rule Book states must be satisfied in order for the transfer to be effected as between itself and us at the time of, or arising as a result of, such transfer, including, without limitation, outstanding obligations as described in Articles 5.3.2.1(vii), 5.3.2.2(vi), 5.3.2.3(vi), 5.3.2.4(vi), 5.3.3.1(vi), 5.3.3.2(v), 5.3.3.3(v) or 5.3.3.4(v) of the CDS Clearing Rule Book (as applicable) and therefore no Client Cleared Transactions should not be transferred.

*[This paragraph below is only relevant where the CCM Client is a CCM Gross Omnibus Single Sub-Account Client and has requested the transfer of its entire portfolio of Client Clearing Transactions – if this is not the case, please delete this paragraph]*

The transferring Client has requested that Client Assets be transferred and the relevant Client Assets are described in the schedule below.

*[This paragraph below is only relevant where the CCM Clients are all CCM Gross Omnibus Multi Sub-Account Clients within the same CCM Omnibus Gross Multi Sub-Account Client Set and have requested the transfer of all of their Client Cleared Transactions – if this is not the case, please delete this paragraph]*

All of the transferring Clients have requested that Client Assets be transferred and the relevant Client Assets are described in the schedule below.

\* Delete as appropriate.

(Please tick if applicable)

**[Schedule of Client Assets:]\***

(Please tick if applicable) The Client Assets of the Client[s] consist solely of cash in the following amount and currency:

CASH AMOUNT & CURRENCY

(Please tick if applicable) The Client Assets of the Client[s] consist of the following cash and non-cash collateral:

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PART B : FCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM



FCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM

[V] : [ ]

Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein

To: LCH SA

From: Carrying Clearing Member

Date:

We, ..... [insert name of Carrying Clearing Member] (the "Carrying Clearing Member") have received a request from LCH SA in relation to ..... 's [insert name of transferring Client] (the "Client") request to transfer [its entire]/[part of its]\* portfolio of Client Cleared Transactions registered in the relevant FCM Client Account Structure held by us. We are writing to inform you that:

\* Delete as appropriate

[ ] The transferring FCM Client has become insolvent and no Client Cleared Transactions should therefore be transferred in accordance with Articles 6.3.2.1 or 6.3.3.1 of the CDS Clearing Rule Book as applicable.

[ ] The transferring Client has requested that Client Assets be transferred and the relevant Client Assets are described in the schedule below.

Schedule of Client Assets:

[ ]

(Please tick if applicable) The Client Assets of the FCM Client consist solely of cash in the following amount and currency;

CASH AMOUNT & CURRENCY

[ ]

(Please tick if applicable) The Client Assets of the FCM Client consist of the following cash and non-cash collateral;

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**CDS ADMISSION AGREEMENT**

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**THIS AGREEMENT** is made on [●]

**BETWEEN**

- (1) "Banque Centrale de Compensation", a clearing house for financial instruments, incorporated as a French law *société anonyme* with its registered office at 18, rue du Quatre Septembre 75002 Paris, France, registered in the Commerce and Companies Register of Paris under the number 692 032 485, for the purposes hereof duly represented by [●], acting in the capacity of [●] ("LCH SA"); and
- (2) [●], with its registered office at [●], incorporated in [●], [[recorded in][registered at] [●]], under the number [●], (the "CDS Clearing Member"),  
 (each a "Party" and collectively, the "Parties").

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**WHEREAS**

- (A) LCH SA is a clearing house within the meaning of Article L. 440-1 of the French Monetary and Financial Code and Article 2 (1) of Regulation (EU) n° 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories.
- (B) LCH SA acts as a central counterparty for clearing Original Transactions entered into between ATSS Participants in accordance with the CDS Clearing Documentation. LCH SA is under the supervision of its Competent Authorities within the scope of their respective remit as granted by their national law and has additionally been notified to the European Commission as a securities settlement system for the purposes of the Settlement Finality Directive.
- (C) In this capacity, within the framework of its statutory and regulatory prerogatives, LCH SA has established the CDS Clearing Documentation, in accordance with which it clears Original Transactions, supervises the Cleared Transactions registered in the name of the Clearing Members, calculates the associated risk, calls Margin to cover this risk, ensures the proper settlement of the Cleared Transactions as central counterparty, manages the CDS Default Management Process and performs all other functions specified in the CDS Clearing Documentation.
- (D) The CDS Clearing Member desires to be admitted to one of the available types of membership of the CDS Clearing System (each a "CDS Membership Type") for the

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purpose of clearing Original Transactions and LCH SA, having determined that the CDS Clearing Member satisfies for the time being the relevant criteria for admission, agrees to admit the CDS Clearing Member to a CDS Membership Type, subject to the terms and conditions of this Agreement, as amended from time to time. The CDS Membership Type of the CDS Clearing Member is set out in the approval letter by which LCH SA notifies its admission decision to that CDS Clearing Member.

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**1 PURPOSE AND SCOPE**

1.1 This Agreement sets out the terms and conditions on which LCH SA agrees to admit the CDS Clearing Member to membership of the CDS Clearing Service pursuant to the CDS Clearing Documentation, and those on which the CDS Clearing Member shall undertake its CDS clearing activities pursuant to and in accordance with the CDS Clearing Documentation.

1.2 Execution of this Agreement supersedes and terminates any previous membership agreement which may have been in place between the Parties with respect to the CDS Clearing Service.

1.3 Without prejudice to Section 20 below, this Agreement, together with:

- 1.3.1 the terms of any other agreement relating to the provision of the CDS Clearing Service by LCH SA to which the Parties are party;
- 1.3.2 the terms of and applicable to each and every Cleared Transaction;
- 1.3.3 the CDS Clearing Documentation; and
- 1.3.4 all amendments duly made to any of the foregoing,

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shall together constitute a single agreement between the Parties, and both Parties acknowledge that all Cleared Transactions are entered into in reliance upon the fact that all such items constitute a single agreement between the Parties.

**2 DEFINITIONS AND INTERPRETATION**

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2.1 Capitalised terms used in this Agreement shall, unless specifically provided otherwise, have the meanings stipulated in the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time (the "CDS Clearing Rule Book").

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2.2 References in this Agreement to a Section are to a Section of this Agreement unless otherwise indicated, and Section headings are for ease of reference only.

2.3 Unless the context otherwise requires, words (including defined terms) denoting the singular shall include the plural and vice versa.

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2.4 References to writing include typing, printing, lithography, photography, facsimile transmission, and other modes of representing or reproducing words in a visual form.

2.5 References in this Agreement to statutes, statutory instruments, the CDS Clearing Documentation (or any document forming part of the CDS Clearing Documentation) or provisions thereof, are to those statutes, statutory instruments, the CDS Clearing Documentation (or any document forming part of the CDS Clearing Documentation) or provisions thereof as amended, modified or replaced from time to time.

### 3 **CLEARING MEMBERSHIP**

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3.1 The CDS Clearing Member is hereby admitted as a clearing member of the CDS Clearing Service on the terms set out in this Agreement. The CDS Clearing Member shall be eligible to clear all categories of Original Transactions contemplated under the CDS Clearing Service from time to time, subject in each case to **Applicable Law and** meeting any additional requirements specified in the Procedures from time to time.

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3.2 The CDS Clearing Member warrants that the information supplied to LCH SA for the purposes of determining whether it has satisfied the conditions for admission, as set out in Title II (*Membership*) of the CDS Clearing Rule Book and Section 1 of the Procedures (*Membership*), was when provided and is at the date of this Agreement true and accurate in all material respects.

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3.3 The Parties undertake to comply at all times with this Agreement and the CDS Clearing Documentation, as amended from time to time.

3.4 LCH SA and the CDS Clearing Member each represent to the other that, as at the date of this Agreement, and at all times prior to the termination of this Agreement:

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3.4.1 it is duly incorporated or otherwise organised and validly existing under the laws of its jurisdiction of incorporation;

3.4.2 it has the power and authority to enter into this Agreement and has taken all necessary corporate actions to authorise the execution of this Agreement;

3.4.3 to the extent it is required under Applicable Law to be authorised, licensed or approved in relation to activities undertaken by it, that all required governmental and/or regulatory and other consents with respect to this Agreement, have been obtained and are in full force and effect and that any or all conditions of any such consents have been and are complied with;

3.4.4 it has full knowledge and understanding of the provisions of the CDS Clearing Documentation and shall abide by its obligations under the CDS Clearing Documentation;

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- 3.4.5 execution, delivery and performance of this Agreement do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- 3.4.6 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));
- 3.4.7 no Event of Default or LCH Default, as applicable, with respect to it has occurred and is continuing and no Event of Default or LCH Default, as applicable, would occur as a result of its entering into or performing its obligations under this Agreement; and
- 3.4.8 there is not pending or, to its knowledge, threatened against it, any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or its ability to perform its obligations under this Agreement.

3.5 The Parties agree that the maximum amount of any fine that LCH SA can impose on the CDS Clearing Member, pursuant to Paragraph 8.3 of Section 8 of the Procedures (*Disciplinary Proceedings*), is as set out in the fine grid at Schedule 3 to this Agreement.

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**4 DELEGATION**

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This Clause 4 shall apply to the CDS Clearing Member provided it is admitted as a CCM.

The CDS Clearing Member irrevocably delegates LCH SA, in favour of each of its Clients, in the payment to each of its Clients of an amount equal to the CDS Client Clearing Entitlement calculated in respect of each of its Clients, if any. The Delegation is a *délégation imparfaite* governed by articles 1275 *et seq.* of the French Civil Code and the CDS Clearing Documentation. Accordingly, the CDS Clearing Member irrevocably:

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- (i) directs LCH SA to pay to each of its Clients, an amount equal to the relevant CDS Client Clearing Entitlement, if positive; and
- (ii) agrees that, upon LCH SA paying the amount due in accordance with the Delegation to each Client of the CDS Clearing Member, LCH SA shall irrevocably be discharged *pro tanto* from paying an amount equal to the relevant CDS Client

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Clearing Entitlement to the CDS Clearing Member automatically without further notice;

For the avoidance of doubt, this Delegation shall not restrict or otherwise prejudice the entitlement of the CDS Clearing Member to any Collateral in relation to its House Margin Account save as expressly provided above.

**5 TRANSFER OF CLIENT PLEDGED ELIGIBLE COLLATERAL FOLLOWING AN EVENT OF DEFAULT**

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This Clause 5 shall apply to the CDS Clearing Member provided it is admitted as a CCM.

The CDS Clearing Member covenants that, immediately upon LCH SA issuing a Default Notice declaring it to be a Defaulting Clearing Member and requesting it to transfer Client Pledged Eligible Collateral, in accordance with the CDS Clearing Rule Book and Section 3 of the Procedures, the CDS Clearing Member will transfer the ownership of the Client Pledged Eligible Collateral to LCH SA to facilitate:

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(iii) the transfer of Ported Collateral to an appointed Backup Clearing Member; and/or

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(iv) the payment of the CDS Client Clearing Entitlement,

in accordance with the CDS Clearing Rules.

**6 FEES, COSTS AND PAYMENT TERMS**

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6.1 In consideration of being granted membership of the CDS Clearing Service, the CDS Clearing Member shall pay LCH SA fees in accordance with Section 1.2.6 (Fees) of the CDS Clearing Rule Book.

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6.2 All fees shall be payable by the CDS Clearing Member to LCH SA, in Euro, on a monthly basis in accordance with Section 6.5.

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6.3 The CDS Clearing Member shall issue a Power of Attorney in favour of LCH SA to allow the debiting or crediting of the TARGET2 Account (or the relevant cash account of its TARGET2 Payment Agent), which is used to satisfy Collateral Calls made by LCH SA using its LCH House TARGET2 Account in accordance with Section 3 of the Procedures, for the purposes of fee payments pursuant to Section 6.1.

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6.4 LCH SA may index or adjust the fees published on the Website from time to time at its discretion. LCH SA shall give the CDS Clearing Member no less than thirty (30) calendar days' prior notice of any such change.

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6.5 On the date falling ten (10) Business Days after the end of each calendar month, LCH SA shall debit any due and payable fees (the "Fee Balance") from the relevant CDS Clearing Member's TARGET2 Account (or the relevant cash account of its TARGET2 Payment Agent)

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using its Power of Attorney. On or before the fifth Business Day after the end of each calendar month, LCH SA shall issue an invoice to the CDS Clearing Member detailing the Fee Balance to be debited pursuant to this Section 6.5 (the "Fee Notice").

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6.6 In circumstances where LCH SA is not able to debit the Fee Balance from the relevant CDS Clearing Member's TARGET2 Account (or the relevant cash account of its TARGET2 Payment Agent) using its Power of Attorney, the CDS Clearing Member shall pay the Fee Balance to LCH SA within thirty (30) calendar days of receiving the Fee Notice from LCH SA and in such manner as specified in the Fee Notice.

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**7 MARKET DATA, END OF DAY CONTRIBUTED PRICES AND MARKET LCH SETTLEMENT PRICES**

7.1 Subject to Section 7.3 and the CDS Membership Type of the CDS Clearing Member, LCH SA may require the CDS Clearing Member to provide it with Market Data. The CDS Clearing Member will satisfy its obligation to provide LCH SA with Market Data by acting in accordance with the procedure set out in Section 5 (CDS Clearing Operations) of the Procedures.

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7.2 Provided that the CDS Clearing Member is admitted as a Select Member which has opted to receive the Price Requirement Files, or as a General Member, the CDS Clearing Member hereby warrants that it has put in place such arrangements as are necessary for it to provide LCH SA with Market Data in accordance with Section 5 (CDS Clearing Operations) of the Procedures and will inform LCH SA of any termination or material change to such agreement that will impede its fulfilment of obligations with respect to the provision of Market Data.

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7.3 Provided that the CDS Clearing Member is admitted as a General Member, LCH SA acknowledges that the CDS Clearing Member shall not be obliged to provide Market Data which it is restricted from disclosing by law or regulation or as a result of agreements with third parties which predate the date of this Agreement. In the absence of any notification at the date of this Agreement by the CDS Clearing Member, LCH SA shall be entitled to assume no such third party agreements exist.

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7.4 In respect of any Market Data provided to LCH SA in accordance with this Agreement and the CDS Clearing Documentation:

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7.4.1 the CDS Clearing Member will retain all ownership and intellectual property rights or other rights in respect of that Market Data;

7.4.2 LCH SA will keep that Market Data securely and properly protected against theft, damage, loss and unauthorised access;

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7.4.3 LCH SA will treat the CDS Clearing Member's Market Data as strictly confidential and shall not display, disclose, distribute, identify or otherwise make it available to any person other than to:

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- (i) a third party data aggregator that is responsible for compiling the End of Day Contributed Prices in accordance with the CDS Clearing Documentation (a "Third Party Data Aggregator"); or
- (ii) the CDS Clearing Member that has provided it;

7.4.4 LCH SA may only use the Market Data to aggregate it, or permit a Third Party Data Aggregator to aggregate it, with the Market Data received from all other Clearing Members for the purpose of creating the End of Day Contributed Prices for the CDS Clearing Service and LCH SA will not use the Market Data received from the CDS Clearing Member for any other purpose.

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7.5 LCH SA may only use any data aggregated from the Market Data, including the End of Day Contributed Prices (the "Aggregated Data"):

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7.5.1 for the purpose of the CDS Clearing Service, for clearing and settlement, including:

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- (i) to calculate the Margin Requirements, Variation Margin Requirements or Contribution Requirement of each Clearing Member;
- (ii) to calculate Markit LCH Settlement Prices;
- (iii) to value Cleared Transactions; and
- (iv) to distribute Markit LCH Settlement Prices and provide valuation reporting to each Clearing Member; and

7.5.2 for the purpose of responding to:

- (i) ad hoc queries from Clearing Members and industry bodies (but not systematic, regular distribution) relating to the CDS Clearing Service; and
- (ii) surveys conducted by relevant international organisations (such as IOSCO) relating to the CDS Clearing Service.

provided that where the responses to queries or surveys pursuant to this Section 7.5.2 are to include the Markit LCH Settlement Prices, this data may be communicated only with the prior consent of the Third Party Data Aggregator, such consent not to be unreasonably withheld.

7.6 LCH SA shall not use or share any Aggregated Data with third parties other than a Third Party Data Aggregator (whether for fees or otherwise), save with the written prior consent or at the written proposal of at least 50% of Clearing Members by reference to the volume of Open Positions held in the Clearing Members' House Margin Accounts.

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7.7 LCH SA hereby undertakes that it has full rights and authority to provide Markit LCH Settlement Prices to the CDS Clearing Member and to allow ~~that~~ CDS Clearing Member to use and/or disclose the Markit LCH Settlement Prices for the purposes set out in Section 4.2.7 (Markit LCH Settlement Price) of the CDS Clearing Rule Book.

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7.8 The CDS Clearing Member acknowledges and agrees that any Third Party Data Aggregator shall be an intended third party beneficiary of Section 4.2.7 (Markit LCH Settlement Price) of the CDS Clearing Rule Book.

7.9 Nothing in Section 7.7 shall prevent the CDS Clearing Member from using the Markit LCH Settlement Prices (and any other Aggregated Data provided to it) for any purpose where it is permitted to do so by the relevant Third Party Data Aggregator or any other third party with the requisite authority.

7.10 Where LCH SA makes Market Data available to a Third Party Data Aggregator, LCH SA shall procure that the Third Party Data Aggregator:

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7.10.1 acknowledges, and agrees to, the CDS Clearing Member rights as set out in Section 7.4.1;

7.10.2 maintains protections in order to ensure that Market Data is securely and properly protected against theft, damage, loss and unauthorised access;

7.10.3 does not display, disclose, distribute, identify or otherwise make the Market Data available, other than in connection with the Third Party Data Aggregator's permitted use of End of Day Contributed Prices;

7.10.4 consents to the CDS Clearing Member using the Markit LCH Settlement Prices for the purposes set out in Section 7.7 above.

7.11 Nothing in this Section 7 or Section 11 prevents LCH SA from:

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7.11.1 using or disclosing Market Data, Markit LCH Settlement Prices or Aggregated Data where it is required to do so by Applicable Law or where required or formally requested to do so pursuant to an order of a competent court or by a Regulatory Body; or

7.11.2 using (but not displaying, disclosing or identifying) Market Data, Markit LCH Settlement Prices or Aggregated Data (i) upon the advice of the Risk Committee and (ii) in accordance with the terms of the licence granted to LCH SA by the Third Party Data Aggregator.

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7.12 Nothing in this Section 7 or Section 11 prevents the CDS Clearing Member from using or disclosing Markit LCH Settlement Prices, or other Aggregated Data provided to it, for whatsoever purpose where such Markit LCH Settlement Prices, or other Aggregated Data, as the case may be, are:

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- 7.12.1 made available to the public by either LCH SA or a Third Party Data Aggregator, by virtue of Applicable Law, the order of a Regulatory Body or otherwise; or
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- 7.12.2 received by the CDS Clearing Member other than as a result of a breach of any agreement entered into between LCH SA and the CDS Clearing Member (including this Agreement).
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- 7.13 Amendments to this Section 7 will become effective if LCH SA obtains the written prior consent of, or receives a written proposal from, at least 50% of Clearing Members by reference to the volume of Open Positions held in the Clearing Members' House Margin Accounts.
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- 8 **LANGUAGE**
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- 8.1 This Agreement and the CDS Clearing Documentation shall be drawn up and issued in English. Different language versions or translations of this Agreement and/or the CDS Clearing Documentation may be issued for information purposes.
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  - Supprimé: , provided that the CDS Clearing Rule Book shall be drawn up and issued in French for the purpose of its approval by the AMF.
- 8.2 Subject to Article 1.1.3.8 of the CDS Clearing Rule Book, in the event of inconsistency between different language versions or translations of this Agreement or the CDS Clearing Documentation, the English language version shall prevail.
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- 8.3 General communications of LCH SA as well as all applications, filings, correspondence with, and submissions to LCH SA by the CDS Clearing Member may be in either English or in French, unless expressly agreed otherwise by LCH SA. Upon the request of the CDS Clearing Member, any communications issued by LCH SA in French will also be provided in English.
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- 8.4 The Persons nominated and notified to LCH SA, pursuant to Article 2.2.1.1(xii) of the CDS Clearing Rule Book, as being responsible for the clearing operations of the CDS Clearing Member and authorised to act on behalf of the CDS Clearing Member in respect of all transactions with or involving LCH SA under the CDS Clearing Documentation, shall be either English or French-speaking, unless expressly agreed otherwise by LCH SA.
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- 9 **TERM AND TERMINATION**
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- 9.1 This Agreement has been entered into for an indefinite period of time and takes effect on notification by LCH SA of its acceptance of the CDS Clearing Member's application for membership of the CDS Clearing Service and the fulfilment of all conditions precedent imposed by LCH SA on the CDS Clearing Member.
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- 9.2 This Agreement shall terminate on the date that termination of the CDS Clearing Member's membership is deemed effective in accordance with the CDS Clearing Rule Book.
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9.3 The termination of this Agreement is without prejudice to accrued rights and obligations of the CDS Clearing Member under the CDS Clearing Documentation or arising from Cleared Transactions entered into prior to such termination and settlement of all amounts due and payable to, or by, the CDS Clearing Member from, or to, LCH SA (as the case may be) shall be dealt with in accordance with the CDS Clearing Documentation.

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9.4 Any termination of this Agreement shall be co-ordinated with termination of any agreement providing technical access to LCH SA for the purpose of the CDS Clearing Service provided by LCH SA in accordance with the CDS Clearing Documentation.

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**10 AMENDMENTS**

10.1 Subject to Section 7.13, LCH SA shall be permitted to amend this Agreement, as necessary, to comply with a change in Applicable Law or the CDS Clearing Documentation, as soon as such change takes effect, or in accordance with the procedure described in Section 1.2.2 (*Modification*) of the CDS Clearing Rule Book.

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10.2 LCH SA shall be permitted to amend Schedule 3 to this Agreement from time to time following consultation with the Risk Committee.

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10.3 The terms of this Agreement (other than the tax representations set out in Schedule 1 to this Agreement and the tax forms set out in Schedule 2 to this Agreement) must at all times be materially equivalent to the terms included in the CDS Admission Agreement that LCH SA has entered into with each other Clearing Member, admitted on the same basis and to the same CDS Membership Type, in relation to the CDS Clearing Service.

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**11 CONFIDENTIALITY**

11.1 Each Party ("**Recipient**") undertakes to the other Party (each, a "**Disclosing Party**") to treat as confidential all the information and/or documents, in any form whatsoever, obtained:

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11.1.1 in performing this Agreement;

11.1.2 participating in any Clearing Member or LCH SA committees and/or forums which may be established by LCH SA from time to time;

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11.1.3 from the Disclosing Party either directly or from any other person which concerns the business, operations, customers or users of the Disclosing Party including any data and/or electronic data files,

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whether or not such items are associated with a notice of confidentiality (the "**Confidential Information**").

11.2 The Recipient may only use and disclose the Confidential Information for the purposes of, and in accordance with, this Agreement and the CDS Clearing Documentation (the "**Permitted Purpose**").

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- 11.3** The Recipient may only provide its employees, directors, subcontractors and professional advisers (together with their respective employees, directors or any other representatives, subcontractors and professional advisers (“Permitted Users”)) with access to the Confidential Information on a strict “need-to-know” basis. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality) the Recipient shall ensure that the Permitted User shall, prior to receiving the Confidential Information, enter into a written confidentiality undertaking with the Recipient on substantially equivalent terms to this Agreement, a copy of which shall be provided to the Disclosing Party upon request.
- 11.4** In consideration of being given some information or having it made available, the Recipient agrees it shall treat as strictly confidential and shall not disclose or allow to be disclosed to any person:
- 11.4.1** the Confidential Information;
  - 11.4.2** the fact it has received any Confidential Information;
  - 11.4.3** the existence of any discussions or negotiations between the Parties in this matter; or
  - 11.4.4** details of the Permitted Purpose and any of the proposals, terms, conditions, facts or other matters relating to any of the foregoing,
- unless and to the extent it is authorised to do so pursuant to this Section 11.
- 11.5** The Parties acknowledge that property in the Confidential Information shall not pass to the Recipient, and the property of the media on which it is conveyed shall not pass to the Recipient.
- 11.6** This Section 11 does not apply to any information which:
- 11.6.1** is in or subsequently enters the public domain other than as a result of a breach of this Section 11; or
  - 11.6.2** has been or is subsequently received by the Recipient from a third party and the Recipient is under no confidentiality obligation in respect of that information other than under this Agreement; or
  - 11.6.3** has been or is subsequently independently developed by the Recipient without use of the Disclosing Party’s Confidential Information;
  - 11.6.4** the Disclosing Party has agreed in writing may be disclosed; or

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11.6.5 is shared by LCH SA with London Stock Exchange Group for risk monitoring purposes.

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11.7 The CDS Clearing Member agrees to establish and adhere to adequate procedures (including, without limitation, the establishment of appropriate information barriers) and take all steps to ensure that any Permitted User to whom Confidential Information has been disclosed shall not use any part or all of that Confidential Information for any purpose outside the scope of the Permitted Purpose.

11.8 Each Permitted User may disclose Confidential Information (or, where the Permitted User is an individual, his or her employer) and give the Disclosing Party prompt advance written notice of the disclosure in accordance with Section 1.2.12 (*Confidentiality*) of the CDS Clearing Rule Book.

11.9 Notwithstanding the foregoing, either Party may, in their commercial activities, publicly refer to the name of the CDS Clearing Member and its membership to LCH SA, and LCH SA may (without identifying the CDS Clearing Member) use figures as to the CDS Clearing Member's activity in the compilation of statistics for publication, and for similar purposes provided that the identity of the CDS Clearing Member is not attributable.

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11.10 The provisions of this Section 11 shall survive any termination of this Agreement but shall expire on the third anniversary of the date the Confidential Information was first provided to the Recipient, without prejudice to confidentiality obligations under any Applicable Law which would prevent the Recipient from disclosing or using the Confidential Material other than pursuant to and in accordance with this Section 11.

11.11 Upon request by the Disclosing Party, the Recipient shall, as far as practicably possible, promptly return to the Disclosing Party, or destroy (at its discretion), the Confidential Information and all copies thereof in the possession or control of the Recipient, and shall certify in writing that the Permitted User has not retained any of the Confidential Information, except to the extent that the Confidential Information forms part of:

11.11.1 the permanent records of the Recipient which it is bound by applicable legal or regulatory requirement or any compliance policy applicable to it to preserve; or

11.11.2 any electronic records which are customarily backed up in the normal course of the Recipient's business,

in which event the Recipient may retain the Confidential Information in strictest confidence in accordance with the provisions of this Section 11.

11.12 Where the CDS Clearing Member ceases to participate in any Clearing Member or LCH SA committee and/or forum, as may be established by LCH SA from time to time, the CDS Clearing Member shall, to the extent reasonably practicable to do so, promptly:

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- 11.12.1 return to LCH SA by a secure method of transportation all or any part of the Confidential Information; or

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- 11.12.2 destroy such information and shall certify to LCH SA in writing that it has done so, (at its discretion), provided that the CDS Clearing Member is permitted to retain a copy to the extent that the Confidential Information forms part of the CDS Clearing Member's permanent records which it is bound by applicable legal or regulatory requirement or any compliance policy applicable to it to preserve.

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- 11.13 Without affecting any other rights or remedies that each Party may have, each Party acknowledges that the other may be irrevocably harmed by any breach of the terms of this Section 11 and that damages alone may not necessarily be an adequate remedy. Accordingly, each Party will be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of the terms of this Section 11, and no proof of special damages will be necessary to enforce this Agreement.
- 11.14 The provisions of this Section 11 shall not restrict or otherwise affect the rights of LCH SA to disclose Confidential Information pursuant to and in accordance with Section 1.2.12 (*Confidentiality*) of the CDS Clearing Rule Book. By entering into this Agreement, the CDS Clearing Member expressly consents to the disclosure of information by LCH SA pursuant to and in accordance with the CDS Clearing Rule Book.

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- 12 TAX**
- 12.1 All payments made under or in connection with this Agreement shall be subject to the tax provisions set out in Section 1.2.17 (*Tax*) of the CDS Clearing Rule Book.

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- 12.2 LCH SA and the CDS Clearing Member each make to the other, as at the date of this Agreement and at all times prior to termination of this Agreement, the tax representations specified as applicable to it in Schedule 1 to this Agreement.

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- 12.3 The tax representations described in Articles 1.2.10.3(xii) and 1.2.17.2 of the CDS Clearing Rule Book are those tax representations set out in Schedule 1 to this Agreement and made pursuant to Section 12.2, as applicable to the relevant Party.

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- 12.4 LCH SA and the CDS Clearing Member will deliver to each other the relevant forms, documents or certificates specified as applicable to it in Schedule 2 to this Agreement in each case by the date so specified or, if none is specified, as soon as reasonably practicable following reasonable request from the other Party.

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- 12.5 The forms, documents and certificates described at Articles 1.2.17.2, 1.2.17.5 and 1.2.17.6 of the CDS Clearing Rule Book are those forms, documents and certificates specified in

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Schedule 2 to this Agreement and that are to be delivered pursuant to Section 12.4 above, as applicable to the relevant Party.

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**13 HEDGING ISDA AGREEMENT**

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**13.1 The Parties agree that:**

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13.1.1 all transactions entered into between them for the purpose of Hedging (each, a "Hedging Transaction") will be governed by; and

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13.1.2 any document, exchange of telexes, exchange of electronic messages on an electronic messaging system or an exchange of emails confirming any such Hedging Transaction (each, a "Confirmation") will supplement, form a part of and be subject to

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an agreement in the form of the ISDA 2002 Master Agreement as published by ISDA (the "Hedging ISDA Agreement") as if they had executed an agreement in such form (but without any Schedule except for the elections and provisions set out in Section 13.2 below) on the Trade Date of the first such Hedging Transaction between them, notwithstanding anything to the contrary in a Confirmation.

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**13.2 The following elections and provisions will be incorporated into the Hedging ISDA Agreement:**

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13.2.1 English law will be the governing law;

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13.2.2 the Automatic Early Termination provision of Section 6(a) of the Hedging ISDA Agreement will not apply to LCH SA;

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13.2.3 the Automatic Early Termination provision of Section 6(a) of the Hedging ISDA Agreement [[will]/[will not]] apply to the CDS Clearing Member;

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13.2.4 for the purposes of Sections 3(e) and 3(f), as applicable, of the Hedging ISDA Agreement, LCH SA and the CDS Clearing Member each make the representations specified as applicable to it in Schedule 1 to this Agreement; and

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13.2.5 for the purposes of Sections 4(a)(i) and 4(a)(ii) of the Hedging ISDA Agreement, LCH SA and the CDS Clearing Member each agree to deliver the tax forms, documents or certificates specified as applicable to it in Schedule 2 to this Agreement.

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**13.3 Each Party:**

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13.3.1 represents to the other Party, on the date of this Agreement and on each date on which it enters into a Hedging Transaction, that it has full knowledge and understanding of the provisions of the Hedging ISDA Agreement; and

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13.3.2 agrees that it will perform its obligations under the Hedging ISDA Agreement in accordance with the terms of such Hedging ISDA Agreement.

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14 SEVERABILITY

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If one or more provisions of this Agreement are deemed to be invalid or ruled to be invalid in application of a statute or regulation or following a final decision of a competent court, the other provisions hereof shall remain in full force and effect.

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15 GENERAL

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15.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party the agent of the other Party for any purpose.

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15.2 The rights, powers, remedies and privileges of each Party under this Agreement:

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15.2.1 may be exercised as often as necessary;

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15.2.2 are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Applicable Law; and

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15.2.3 may be waived in writing and specifically. Delay or failure in exercising any right is not a waiver of that right.

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15.3 The CDS Clearing Documentation constitutes the entire agreement and understanding of LCH SA and the CDS Clearing Member with respect to its subject matter. LCH SA and the CDS Clearing Member acknowledge that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in the CDS Clearing Documentation) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in the CDS Clearing Documentation will limit or exclude any liability of a Party for fraud.

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16 TRANSFER

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Subject to the CDS Clearing Documentation, neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by LCH SA or the CDS Clearing Member without the prior written consent of the other Party.

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**17 NOTICES**

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17.1 Any notice or communication to be made under or in connection with this Agreement shall be made in writing to:

Mis en forme ...

17.1.1 The CDS Clearing Member at its registered office or branch (in case the activity is located at the latter), as specified in its application for membership of the CDS Clearing Service; and

Mis en forme ...

17.1.2 LCH SA at its head office at 18, rue du Quatre Septembre, 75002 Paris, France.

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17.2 LCH SA shall deliver any notice or communication which is required to be given to the CDS Clearing Member pursuant to the CDS Clearing Documentation by electronic transmission, email, facsimile or telephone to the email address, facsimile number or telephone number specified by the CDS Clearing Member in its application for membership of the CDS Clearing Service. The CDS Clearing Member may, by notice to LCH SA, change the details at which notices or communications are to be given to it.

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17.3 The CDS Clearing Member consents to LCH SA providing the address specified pursuant to Section 1.6(ii) of the CDS Dispute Resolution Protocol to any other Clearing Member of the CDS Clearing Service solely for the purposes of sections 1.6(ii) and 9.3 of the CDS Dispute Resolution Protocol.

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**18 DISPUTE RESOLUTION**

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Mis en forme ...

18.1 For the avoidance of doubt, all Disputes shall be referred to and finally resolved by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 (*Disciplinary Proceedings*) and 9 (*Complaint Resolution*) of the Procedures.

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18.2 The version of the CDS Dispute Resolution Protocol in force as at the date of execution of this Agreement is attached as Schedule 4 to this Agreement. For the avoidance of doubt, the CDS Dispute Resolution Protocol may be amended from time to time by LCH SA in accordance with Section 1.2.2 (*Modification*) of the CDS Clearing Rule Book.

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**19 ELECTION OF DOMICILE / PROCESS AGENT**

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19.1 Without prejudice to the dispute resolution provisions set out in Section 18 above:

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19.1.1 the CDS Clearing Member irrevocably elects domicile with [●] at [●] [CDS Clearing Member: **Please specify an entity and address in Paris**] for the purposes of any litigation in accordance with Section 6 of the CDS Dispute Resolution Protocol;

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19.1.2 if it is not incorporated in England or Wales, the CDS Clearing Member either:

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- (i) irrevocably appoints [●] [CDS Clearing Member: **Please specify an entity in England or enter "NOT APPLICABLE"**] as its agent under the CDS Clearing Documentation (including this Agreement) for service of process; or
  - (ii) consents to having service effected upon it at [●][CDS Clearing Member: **Please specify an entity in England or enter "NOT APPLICABLE"**], and agrees that valid service at such branch shall constitute effective service on it,
- in any ancillary proceedings before the English courts in connection with any arbitration proceedings pursuant to the CDS Dispute Resolution Protocol; and
- 19.1.3 LCH<sub>SA</sub> irrevocably appoints LCH.Clearnet Group Limited at Aldgate House, 33 Aldgate High Street, London EC3N 1EA as its agent under the CDS Clearing Documentation (including this Agreement) for service of process in any ancillary proceedings before the English courts in connection with any arbitration proceedings pursuant to the CDS Dispute Resolution Protocol.
- 19.2 The CDS Clearing Member may, at its discretion, change its elected domicile in Paris for the purposes of Section 19.1.1 above by giving notice of its new elected domicile in Paris to LCH<sub>SA</sub> in accordance with Section 17 above. Any document served on the CDS Clearing Member at its former elected domicile (i) before such notification is received by the serving Party or (ii) 15 Business Days after such notification is received by the serving Party will be deemed validly served. For the avoidance of doubt, any document served on the CDS Clearing Member at its new elected domicile in Paris will be deemed validly served as from the date of the relevant notification sent by the CDS Clearing Member.
- 19.3 If any person appointed as process agent under this Section 19 is unable for any reason to so act, the appointing Party must immediately give notice of this to the other Party in accordance with Section 17 above, and must immediately (and in any event within 7 days of the event taking place) appoint a substitute process agent, in accordance with sub-section 19.1.2(i) or 19.1.3 as applicable, or, in the case of the CDS Clearing Member, an applicable branch located in England or Wales at which it consents to have service effected upon it, in accordance with sub-section 19.1.2(ii).
- 19.4 If, where applicable, the branch specified under this Section 19 ceases to be able to act in such capacity or no longer has an address in England or Wales, the CDS Clearing Member must immediately give notice of this to LCH<sub>SA</sub> in accordance with Section 17 above, and must immediately (and in any event within 2 days of the event taking place) select a substitute branch at which it consents to have service effected upon it, in accordance with sub-section 19.1.2(ii), or a process agent, in accordance with sub-section 19.1.2(i).
- 19.5 Each Party agrees that: (i) service shall be deemed completed on delivery to the relevant process agent appointed under this Section 19; and (ii) failure by such process agent to

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notify such Party of any process, or failure by such Party to receive such notification, will not invalidate the relevant proceedings.

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19.6 The CDS Clearing Member agrees that, where applicable: (i) service shall be deemed completed on delivery to the branch appointed under this Section 19; and (ii) failure by such branch to notify the CDS Clearing Member of any process, or failure by the CDS Clearing Member to receive such notification will not invalidate the relevant proceedings.

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19.7 This Section 19 does not affect any other method of service allowed by law.

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20 GOVERNING LAW

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For the avoidance of doubt, the governing law applicable to this Agreement and any non-contractual obligations arising out of, relating to or having any connection with this Agreement shall be as set out in Section 1.2.14 (*Governing Law*) of the CDS Clearing Rule Book.

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**SCHEDULE 1**

**TAX REPRESENTATIONS**

**Part 1 – Representations made by LCH SA**

For the purposes of Sections 12 and 13 of this Agreement, LCH SA makes the following representation(s):

Payee Tax Representation(s)

(i) [●]

Payer Tax Representation(s)

(ii) [●]

**Part 2 – Representations made by the CDS Clearing Member**

For the purposes of Sections 12 and 13 of this Agreement, the CDS Clearing Member makes the following representation(s):

Payee Tax Representation(s)

(i) [●]

Payer Tax Representation(s)

(ii) [●]

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**SCHEDULE 3**

**FINE GRID**

Breach	Fine (EUR)
Failure to provide a complete price submission file on a Clearing Day as part of the price submission procedure set out in Section 5 of the Procedures.	10,000

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**SCHEDULE 4**

**CDS DISPUTE RESOLUTION PROTOCOL**

**[VERSION IN FORCE AS AT THE DATE OF EXECUTION OF THE AGREEMENT TO BE INSERTED]**

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**DRAFT FOR DISCUSSION PURPOSES ONLY**

**THIS AGREEMENT** has been duly signed in duplicate in \_\_\_\_\_ (place) on

\_\_\_\_\_ (date),

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By \_\_\_\_\_

LCH SA

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By \_\_\_\_\_

[CDS Clearing Member]

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Name:

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Title:

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## Clearing Notice

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2016/[●]

Published on [●]2016

Effective from [●]2016

### **CDSClear - Start of Real Time (SoRT) and End of Real Time**

In accordance with Section 1.1.1 of the CDS Clearing Rule Book, this Clearing Notice specifies that:

- the Start of Real Time (SoRT) means on each Clearing Day, the earlier of: (i) the time when all relevant Clearing Members have satisfied the Morning Call; and (ii) 09.05 CET; and
- the End of Real Time means 19.30 CET on each Clearing Day.

Capitalised terms used in this Clearing Notice and not otherwise defined herein shall have the meaning given pursuant to the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

Any amendments or modifications to the current list of means of access will be published by LCH SA in an updated Clearing Notice.

### **LCH SA**

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**Email:** [Legal.SA@lch.com](mailto:Legal.SA@lch.com)  
**Website :** [lch.com](http://lch.com)



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