The Markets'

PRODUCT SPECIFIC CONTRACT TERMS AND ELIGIBILITY CRITERIA MANUAL

# SCHEDULE 2 SWAPCLEAR

# PART A SWAPCLEAR CONTRACT TERMS

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

- (1) Interpretation;
- (2) Economic Terms;
- (3) Standard Terms; and
- (4) if the SwapClear Contract is a SwapClear STM Contract, the SwapClear STM Terms.

In the event of any inconsistency between the Economic Terms and the Standard Terms, the Standard Terms will prevail. In the event of any inconsistency between the SwapClear STM Terms (where applicable) and either or both of the Economic Terms and the Standard Terms, the SwapClear STM Terms will prevail.

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

# 1. **Interpretation**

- 1.1 "ISDA 2000 Definitions" means the 2000 2021 ISDA Interest Rate Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") and as amended from time to time, and the same are incorporated by reference herein;
- "ISDA 2006 Definitions" means the 2006 ISDA Definitions as published by ISDA and the same are incorporated by reference herein; and "ISDA 2008 Inflation Definitions" means the 2008 ISDA Inflation Derivatives Definitions, as published by ISDA and as amended from time to time, and the same are incorporated by reference herein, provided that, the italicized sentence at the end of the first paragraph of page 2 of the ISDA 2008 Inflation Definitions shall be replaced with the following: 'Any capitalized term not herein defined, shall have the meaning given to that term in the ISDA Definitions' and each reference in Section 1.14 of the ISDA 2008 Inflation Definitions to a 'Floating Rate Payer' shall be replaced with the words "Floating Amount Payer'.
- 1.21.3 Words and expressions used in these SwapClear Contract Terms which are not defined in the Regulations and the Procedures, but which are defined in the "ISDA 2000-Definitions" the "ISDA 2006 Definitions" or the "ISDA 2008 Inflation Definitions" shall have the same meaning herein as in the ISDA 2000 Definitions, the ISDA 2006 Definitions or the ISDA 2008 Inflation Definitions as the case may be, unless expressly provided otherwise. For the avoidance of doubt where the SwapClear Contract identifies the ISDA 2000 Definitions as being applicable to that SwapClear Contract then those definitions will apply, where the SwapClear Contract identifies the ISDA 2006 Definitions as being applicable to that SwapClear Contract then those definitions will apply and where the SwapClear Contract

- identifies the ISDA 2008 Inflation Definitions as being applicable to that SwapClear Contract then those definitions will apply..
- 1.31.4In the event of an inconsistency between the Regulations and the Procedures, and any of the ISDA 2000 Definitions, the ISDA 2006 Definitions or the ISDA 2008 Inflation Definitions, the Regulations and Procedures will prevail. In the event of an inconsistency between either the ISDA 2000 Definition and the ISDA 2008 Inflation Definitions, the ISDA 2008 Inflation Definitions will (where they are applicable) prevail.
- 1.5For the avoidance of doubt, the ISDA Definitions are incorporated into the SwapClear Contract

  Terms of a SwapClear Contract and shall apply to such SwapClear Contract, regardless of whether the particulars of the SwapClear Transaction submitted to the Clearing House and corresponding to such SwapClear Contract identified the ISDA Definitions, the 2006 ISDA Definitions as published by ISDA within such particulars, or did not identify any of them within such particulars.
- 1.6 If the particulars of a SwapClear Transaction use or refer (or used or referred) to a Floating Rate Option that is:
  - (a) not HKD-HIBOR-ISDC, NOK-NIBOR-NIBR, SGD-SOR-Reuters or CLP-TNA, and that is defined under the 2006 ISDA Definitions or 2000 ISDA Definitions (in each case) as published by ISDA, but not the ISDA Definitions, then the Clearing House will determine (in its discretion) the equivalent Floating Rate Option under the ISDA Definitions and such Floating Rate Option will apply for the purposes of such SwapClear Transaction and any corresponding SwapClear Contract;
  - (b) <u>CLP-TNA, then the Clearing House has determined that the equivalent Floating Rate</u>
    Option under the ISDA Definitions is CLP-ICP and such Floating Rate Option will apply for the purposes of such SwapClear Transaction and any corresponding SwapClear Contract; or
  - (c) HKD-HIBOR-ISDC, NOK-NIBOR-NIBR or SGD-SOR-Reuters, then the Clearing House will determine (in its discretion) the equivalent Floating Rate Option under the ISDA Definitions and such Floating Rate Option will apply for the purposes of such SwapClear Transaction and any corresponding SwapClear Contract.
- 1.41.7 References in the ISDA 2000 Definitions and the ISDA 2006 Definitions to a "Swap Transaction" and references in the ISDA 2008 Inflation Definitions to an "Index Transaction" shall be deemed to be references to a "SwapClear Transaction" for the purposes of the SwapClear Service.

- 1.51.8 Except where expressly stated otherwise, all reference to "Articles Sections" means Articles insections of the ISDA 2000 Definitions, the ISDA 2006 Definitions or the ISDA 2008 Inflation Definitions, as the case may be as published by ISDA.
- 1.61.9In relation to any amendments to either the ISDA 2000 Definitions, the ISDA 2006 Definitions or the ISDA 2008 Inflation Definitions, the Clearing House may from time to time, by notice delivered to the SwapClear Clearing Members and the SwapClear Dealers, give directions as to whether such amendment such ISDA Definitions or the ISDA 2008 Inflation Definitions, as amended, shall apply to SwapClear Contracts with immediate effect or with such deferred effect as (without the need for any notice by the Clearing House shall determine. Anyto SwapClear Clearing Members), except where the Clearing House specifies otherwise by notice to SwapClear Clearing Members. Without limitation, any such notice may provide that thean amendment to the ISDA 2000 Definitions, the ISDA 2006 Definitions or the ISDA 2008 Inflation Definitions may take effect so as to apply to SwapClear Contracts registered in a SwapClear Clearing Member's name at the such time such amendment comes into effect if and in such manner, or not apply at all, as the Clearing House so determines may determine in its discretion, and the accidental omission to give notice under this provision to, or the non-receipt of notice under this provision by, anya SwapClear Clearing Member or SwapClear Dealer shall not invalidate the amendment with which theeffectiveness of the matters specified in such notice is concerned.

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

- 2.1 The Economic Terms of a SwapClear Contract shall be derived from the information presented to the Clearing House by the parties to the corresponding SwapClear Transaction in respect of the terms designated as Economic Terms in this Schedule.
- 2.2 It is part of the eligibility criteria for registration as a SwapClear Contract that the particulars of a SwapClear Transaction presented to the Clearing House must include matched information in respect of such designated Economic Terms, except that information in respect of (i) (viii) OR (ix) (not both) of 2.3 below for vanilla interest rate swaps with constant notional principal and variable notional swaps and (n) or (o) (not both) of 2.4 below in relation to forward rate agreements must be provided.
- 2.3 The Economic Terms for vanilla interest rate swaps with constant notional principal and variable notional swaps (including non-deliverable interest rate swaps) comprise:
  - (a) Notional Amount (see Article 4.7) Section 4.4.2 of the ISDA 2000 Definitions and Article 4.7 of the ISDA 2006 Definitions for definition) (and, for variable notional swaps, the Notional Amount can be set out in a Notional Amount Schedule); 1

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

- (b) Currency (see Article 1.7 of the Currency/Business Day Matrix within the ISDA 2000 Definitions and Article 1.7 of the ISDA 2006 Definitions for definition defined currencies);
- (c) Trade Date (see Article 3.7 Section 3.1.1 of the ISDA 2000 Definitions and Article 3.7 of the ISDA 2006 Definitions for definition);
- (d) Effective Date (see Article 3.2 Section 3.1.2 of the ISDA 2000 Definitions and Article 3.2 of the ISDA 2006 Definitions for definition);
- (e) Termination Date (see Article 3.3 Section 3.1.3 of the ISDA 2000 Definitions and Article 3.3 of the ISDA 2006 Definitions for definition);
- (f) Additional Payments/Fees: payments/fees:
  - (i) the Payer of the Additional Payments/Feespayer of the additional payments/fees (if any);
  - (ii) the amount of the Additional Payments/Fees additional payments/fees (specify zero if none).:
- (g) Business Days (see Article 1.4 Section 2.1.1 of the ISDA 2000 Definitions and Article 1.4 of the ISDA 2006 Definitions for definition);
- (h) Business Day Convention (see Article 4.12 Section 2.3.1 of the ISDA Definitions for definition);
- (i) Where a Fixed Rate Amount Floating Rate Swap Amount swap<sup>2</sup>:
  - (i) Fixed Rate Amount Payer (see Article 2.1 Section 5.1.3 of the ISDA 2000 Definitions and Article 2.1 of the ISDA 2006 Definitions for definition);
  - (ii) Fixed Rate Amount Payer Payment Dates (see Section 3.1.8 of the ISDA Definitions for definition);
  - (iii) Fixed Amount (see Article 4.4 Section 5.1.2 of the ISDA 2000 Definitions and Article 4.4 of the ISDA 2006 Definitions for definition) [or Fixed Rate and Fixed Rate Day Count Fraction][or Fixed Rate Amount Payer Schedule]<sup>3</sup>

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

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

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

- (iv) Floating Rate Amount Payer (see Article 2.2 Section 6.1.2 of the ISDA 2000 Definitions and Article 2.2 of the ISDA 2006 Definitions for definition);
- (v) Floating RateAmount Payer Payment Dates (see Section 3.1.8 of the ISDA Definitions for definition);
- (vi) Floating Rate Amount Payer compounding dates Compounding Dates (if applicable) (see Section 4.9.2 of the ISDA Definitions for definition);
- (vii) Floating Amount (see Article 4.5 Section 6.1.3 of the ISDA 2000 Definitions and Article 4.5 of the ISDA 2006 Definitions for definition);
- (viii) Floating Rate Option (see Article 6.2(i)Section 6.5.1 of the ISDA 2000 Definitions and Article 6.2(h) of the ISDA 2006 Definitions for definition);

(Note: Further details in respect of such options are as provided in the Procedures).

- (ix) Designated Maturity (see Article 7.3(b) of the "Annex to the 2000 ISDA Definitions (June 2000 Version)" and Article 7.3(b) Section 6.7.4 of the ISDA 2006 Definitions for definition), if applicable4;
- (x) Spread (see Article 6.2(f)Section 6.5.4 of the ISDA 2000 Definitions and Article 6.2(e) of the ISDA 2006 Definitions for definition)<sup>35</sup>;
- (xi) Reset Dates (see Article 6.2(b) Section 6.5.5 of the ISDA 2000 Definitions and Article 6.2(b) of the ISDA 2006 Definitions for definition);
- (xii) Floating Rate Day Count Fraction (see Article 6.2(g)Section 6.5.3 of the ISDA 2000 Definitions and Article 6.2(f) of the ISDA 2006 Definitions for definition).;
- (j) Where a Floating Rate Amount Floating Rate Swap Amount swap ("basis" swap):
  - (i) Floating Rate Amount Payer 1 (see Article 2.2 Section 6.1.2 of the ISDA 2000 Definitions and Article 2.2 of the ISDA 2006 Definitions for definition):
    - (a) Floating Rate Amount Payer Payment Dates (see Section 3.1.8 of the ISDA Definitions for definition);

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

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

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

- (b) Floating Rate Amount Payer compounding dates Compounding Dates (if applicable) (see Section 4.9.2 of the ISDA Definitions for definition);
- (c) Floating Rate Option (see Article 6.2(i)Section 6.5.1 of the ISDA 2000 Definitions and Article 6.2(h) of the ISDA 2006 Definitions for definition);

(Note: the details of each such option are as provided in the Procedures)

- (d) Designated Maturity (see Article 7.3(b) of the "Annex to the 2000 ISDA Definitions (June 2000 version)" and Article 7.3(b) Section 6.7.4 of the ISDA 2006 Definitions for definition), if applicable?;
- (e) Spread (see Article 6.2(f)Section 6.5.4 of the ISDA 2000 Definitions and Article 6.2(e) of the ISDA 2006 Definitions for definition);<sup>48</sup>
- (f) Reset Dates (see Article 6.2(b) Section 6.5.5 of the ISDA 2000 Definitions and Article 6.2(b) of the ISDA 2006 Definitions for definition);
- (g) Floating Rate Day Count Fraction (see Article 6.2(g) Section 6.5.3 of the ISDA 2000 Definitions and Article 6.2(f) of the ISDA 2006 Definitions for definition);
- (ii) Floating Rate Amount Payer 2 (see Article 2.2 Section 6.1.2 of the ISDA 2000 Definitions and Article 2.2 of the ISDA 2006 Definitions for definition):
  - (a) Floating Rate Amount Payer Payment Dates (see Section 3.1.8 of the ISDA Definitions for definition);
  - (b) Floating Rate Amount Payer compounding dates Compounding Dates (if applicable) (see Section 4.9.2 of the ISDA Definitions for definition);
  - (c) Floating Rate Option (see Article 6.2(i)Section 6.5.1 of the ISDA 2000 Definitions and Article 6.2(h) of the ISDA 2006 Definitions for definition);

(Note: The details of each such option are as provided in the Procedures)

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

SwapClear will accept IRS, Basis, OIS or zero coupon variable notional swaps with a floating rate spread on the floating leg which for each calculation and/or compounding period may remain unchanged, increase or decrease

- (d) Designated Maturity (see Article 7.3(b) of the "Annex to the 2000 ISDA Definitions (June 2000 version)" and Article 7.3(b) Section 6.7.4 of the ISDA 2006 Definitions for definition), if applicable?;
- (e) Spread (see Article 6.2(f)Section 6.5.4 of the ISDA 2000 Definitions and Article 6.2(e) of the ISDA 2006 Definitions for definition);<sup>510</sup>
- (f) Reset Dates (see Article 6.2(b) Section 6.5.5 of the ISDA 2000 Definitions and Article 6.2(b) of the ISDA 2006 Definitions for definition); and
- (g) Floating Rate Day Count Fraction (see Article 6.2(g)Section 6.5.3 of the ISDA 2000 Definitions and Article 6.2(f) of the ISDA 2006 Definitions for definition).

SwapClear Contracts registered by the Clearing House in respect of such vanilla interest rate swaps with constant notional principal or in respect of such variable notional swaps (including non-deliverable interest rate swaps) constitute "IRS SwapClear Contracts".

- 2.4 The Economic Terms for Forward Rate Agreements (using only the ISDA 2006 Definitions) comprise!:
  - (a) Notional Amount (see Article 4.7 Section 4.4.2 of the ISDA Definitions for definition);
  - (b) Currency (see Article 1.7 for definition currency (see the Currency/Business Day Matrix within the ISDA Definitions for certain defined currencies);
  - (c) Trade Date (see Article 3.7 Section 3.1.1 of the ISDA Definitions for definition);
  - (d) Effective Date (see Article 3.2 Section 3.1.2 of the ISDA Definitions for definition);
  - (e) Termination Date (see <u>Article 3.3 Section 3.1.3 of the ISDA Definitions</u> for definition);

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relative to its previous value. The spread can be negative. Where such spread is variable it can be set out in a Spread schedule.

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

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

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

- (f) Additional Payments/Fees:payments/fees:
  - (i) the Payer of the Additional Payments/Feespayer of the additional payments/fees (if any);
  - (ii) the amount of the Additional Payments/Fees additional payments/fees (specify zero if none).
- (g) Business Days (see Article 1.4 Section 2.1.1 of the ISDA Definitions for definition);
- (h) Business Day Convention (see Article 4.12 Section 2.3.1 of the ISDA Definitions for definition);
- (i) Fixed RateAmount Payer (see Article 2.1 Section 5.1.3 of the ISDA Definitions for definition);
- (j) Fixed RateAmount Payer Payment Dates;
- (k) Fixed Rate and Fixed Rate Day Count Fraction;
- (l) Floating Rate Amount Payer (see Article 2.2 Section 6.1.2 of the ISDA Definitions for definition);
- (m) Floating Rate Amount Payer Payment Dates;
- (n) Floating Rate Option (see Article 6.2(i)Section 6.5.1 of the ISDA Definitions for definition);
- (o) Designated Maturity (see Article 7.3(b)Section 6.7.4 of the ISDA Definitions for definition), if applicable 12;
- (p) Spread (see Article 6.2(f) Section 6.5.4 of the ISDA Definitions for definition);
- (q) Reset Dates (see Article 6.2(b) Section 6.5.5 of the ISDA Definitions for definition);
- (r) Floating Rate Day Count Fraction (see Article 6.2(g)Section 6.5.3 of the ISDA Definitions for definition).;

Please note, in accordance with Section 2.1.3 of Part B of this Product Specific Contract Terms and Eligibility

Criteria Manual, SwapClear Transactions that reference certain Designated Maturities, in respect of a Floating Rate
Option, are not eligible for clearing with the Clearing House. Such eligible Designated Maturities change from time to time and are specified on the Clearing House website.

- (s) FRA Discounting (see Article 8.4(b)Section 4.7.2 of the ISDA Definitions for definition):
- (t) Discounting Rate (see Article 8.4(e) Section 4.7.3 of the ISDA Definitions for definition):
- (u) Discount Rate Discounting Day Count Fraction (see Article 8.4(d) Section 4.7.4 of the ISDA Definitions for definition); and
- (v) FRA Yield Discounting (see Article 8.4(e) Section 4.7.5 of the ISDA Definitions for definition):

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

SwapClear Contracts registered by the Clearing House in respect of such forward rate agreements constitute "IRS SwapClear Contracts".

- 2.5 The Economic Terms for vanilla inflation swaps with constant notional principal comprise:
  - (a) Notional Amount (see Article 4.7 Section 4.4.2 of the ISDA 2000 Definitions and Article 4.7 of the ISDA 2006 Definitions for definition);
  - (b) Currency (see Article 1.7the Currency/Business Day Matrix within of the ISDA 2000 Definitions and Article 1.7 of the ISDA 2006 Definitions for definition defined currencies);
  - (c) Trade Date (see Article 3.7 Section 3.1.1 of the ISDA 2000 Definitions and Article 3.7 of the ISDA 2006 Definitions for definition);
  - (d) Effective Date (see Article 3.2 Section 3.1.2 of the ISDA 2000 Definitions and Article 3.2 of the ISDA 2006 Definitions for definition);
  - (e) Termination Date (see Article 3.3 Section 3.1.3 of the ISDA 2000 Definitions and Article 3.3 of the ISDA 2006 Definitions for definition);
  - (f) Additional Payments/Fees: payments/fees:
    - (i) the Payer of the Additional Payments/Feespayer of the additional payments/fees (if any);
    - (ii) the amount of the Additional Payments/Feesadditional payments/fees (specify zero if none).
  - (g) Business Days (see Article 1.4 Section 2.1.1 of the ISDA 2000 Definitions and Article 1.4 of the ISDA 2006 Definitions for definition);
  - (h) Business Day Convention (see Article 4.12 Section 2.3.1 of the ISDA 2000 Definitions and Article 4.12 of the ISDA 2006 Definitions for definition);
  - (i) Where a Fixed Rate Amount Floating Rate Swap Amount swap 13:

If the particulars of a SwapClear Transaction use or refer to (or used or referred to) the term "Fixed Rate Payer" or "Floating Rate Payer", then such term shall be considered the equivalent of the term "Fixed Amount Payer" or

- (i) Fixed Rate Amount Payer (see Article 2.1 Section 5.1.3 of the ISDA 2000 Definitions and Article 2.1 of the ISDA 2006 Definitions for definition);
  - (a) Fixed Rate Amount Payer Payment Date;
  - (b) Fixed Amount (see Article 4.4Section 5.1.2 of the ISDA 2006 Definitions for definition) [or Fixed Rate and Fixed Rate Day Count Fraction][or Fixed RateAmount Payer Scheduleschedule];
- (ii) Floating Rate Amount Payer (see Article 2.2 Section 6.1.2 of the ISDA 2006 Definitions for definition);
  - (a) Floating RateAmount Payer Payment Date;
  - (b) Index (see Article 1, Section 1.4 of the ISDA 2008 Inflation Definitions for definition);

(Note: The details of each Index are as provided in the Procedures).

- (c) Index Initial (being the Index level for the specified Reference Month (see Article 1, Section 1.7 of the ISDA 2008 Inflation Definitions for definition) or the specified Index level);
- (d) Index Final (being the Index level for the specified Reference Month (see Article 1, Section 1.7 of the ISDA 2008 Inflation Definitions for definition));
- (e) Information source (if applicable); and
- (f) Interpolation interpolated index (if applicable).

**Provided**, **however**, **that**, as set out more particularly in Regulation 16, where the SwapClear Transaction specifies a SwapClear Dealer as the party paying Rate X (the "**First SwapClear Dealer**"), with the other SwapClear Dealer as the party paying Rate Y (the "**Second SwapClear Dealer**"), the Clearing House, in respect of each SwapClear Contract it is party to pursuant to the corresponding SwapClear Transaction, shall be (i) the party paying Rate Y to the First SwapClear Dealer, or its SwapClear Clearing Member, as applicable, under the SwapClear Contract; and (ii) the party paying Rate X to the Second SwapClear Dealer, or its SwapClear Clearing Member, as applicable, under the SwapClear Clearing Member, as applicable, under the SwapClear Contract.

SwapClear Contracts registered by the Clearing House in respect of such vanilla inflation swaps with constant notional principal constitute "Inflation SwapClear Contracts".

<sup>&</sup>quot;Floating Rate Payer", then such term shall be considered the equivalent of the term "Fixed Amount Payer" or "Floating Amount Payer", respectively, for the purposes of such SwapClear Transaction and any corresponding SwapClear Contract.

# 2.6 Financial Centres

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

Financial Centre	Markitwire/FpML
Dubai	AEDU
Vienna	ATVI
Melbourne	AUME
Sydney	AUSY
Brussels	BEBR
Manama	ВНМА
Brazil	BRBD
Brasilia	ВНМА
Montreal	CAMO
Toronto	CATO
Bogota	COBO
Geneva	CHGE
Zurich	CHZU
Santiago	CLSA
Beijing	CNBE
Prague	CZPR
Frankfurt	DEFR
Copenhagen	DKCO
Madrid	ESMA
Helsinki	FIHE
Paris	FRPA
London	GBLO
Athens	GRAT
Hong Kong	НКНК
Budapest	HUBU
Dublin	IEDU
Mumbai	INMU
Reykjavik	ISRE
Tel Aviv	ILTA
Milan	ITMI

Calendar) the Business Days specified in the calendar published by the Clearing House, from time to time, will apply to a SwapClear Contract.

# 3.2 Economic and Monetary Union (EMU) Provisions

- 3.2.1 The occurrence or non-occurrence of an event associated with EMU will not have the effect of altering any term of, or discharging or excusing performance under, a SwapClear Contract.
- 3.2.2 For the purposes of this provision events associated with EMU include those set out in the "EMU Continuity Provision" published by ISDA.
- 3.2.3 In addition, in relation to an occurrence of an event associated with EMU, the Clearing House may from time to time, by notice delivered to the SwapClear Clearing Members and SwapClear Dealers, give directions as to changes, if any, to amend these SwapClear Contract Terms and to its, the Procedures and/or SwapClear Contracts. Any such notice may provide that the changes amendments to the SwapClear Contract Terms, the Procedures and/or Procedures, SwapClear Contracts may take effect so as to apply to SwapClear Contracts registered in a SwapClear Clearing Member's name at the time such amendment comes into effect if at such time and in such manner as the Clearing House so determines in its discretion.
- 3.2.4 The accidental omission to give notice under this provision to, or the non-receipt of notice under this provision by<sub>2</sub> any SwapClear Clearing Member or a SwapClear Dealer shall not invalidate the amendment with which the notice is concerned.

#### 3.3 Negative Interest Rates

The "Fixed Negative Interest Rate Method" as set out in Article 6.4(b)Section 5.5 of the ISDA Definitions, and the "Floating Negative Interest Rate Method" as set out in Section 6.8 of the ISDA Definitions, will apply to a SwapClear Contract.

#### 3.4 Withholding Tax Provisions

- 3.4.1 All payments under the General Regulations, a SwapClear Contract or any SwapClear Transaction will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by Applicable Law, as modified by the practice of any relevant governmental revenue authority, then in effect. If the Clearing House or a Clearing Member is so required to deduct or withhold, then the Clearing House or the Clearing Member ("X") will:
  - (i) promptly notify the recipient ("Y") of such requirement;
  - (ii) pay to the relevant authorities the full amount required to be deducted or withheld (in the case of a Clearing Member as X, including the full amount required to be deducted or withheld from any amount paid by the Clearing Member to the Clearing House under Section 3.4.1, Section 2.4.23.4.2 or Section 3.4.3 of these SwapClear Contract Terms) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y; and

(iii) 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 General Regulations, SwapClear Contracts and SwapClear 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.

In the event that any payment made by a Clearing Member to the Clearing House 3.4.2 under the General Regulations, any SwapClear Contract or any SwapClear 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 the Clearing House), then the Clearing Member shall pay to the Clearing House an amount (such amount, together with any additional amount paid pursuant to Section 3.4.7 of these SwapClear Contract Terms, the "Additional Amount"), in addition to the payment to which the Clearing House is otherwise entitled under the General Regulations, SwapClear Contract or any SwapClear Transaction, necessary to ensure that the net amount actually received by the Clearing House (free and clear of any such deduction or withholding for or on account of any such Tax, whether assessed against the Clearing Member or the Clearing House), will equal the full amount the Clearing House 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 the Clearing House under this Section 3.4.2 to the extent that it would not be required to be paid but for (i) the failure by the Clearing House to provide to the Clearing Member such forms and documents as required under Section 3.4.5 of these SwapClear Contract Terms or the SwapClear Procedures, provided that this clause (i) shall apply only if (A) the relevant Clearing Member has notified the Clearing House in writing of such failure and (B) the Clearing House has failed to provide such forms or documents within five Business Days after the receipt of such notice; or (ii) the failure of a representation made by the Clearing House pursuant to the representations that it is obligated to provide under Section 3.4.10 belowof these SwapClear Contract Terms 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 the relevant party) or (B) a Change in Tax Law, that in each case occurs after the Clearing House and the Clearing Member provide the representations that they are obligated to provide pursuant to Section 3.4.10 below of these SwapClear Contract Terms (or, if applicable, the date that the Clearing House and the Clearing Member amend such representations to account for such Change in Tax Law)) or a failure by the Clearing House to provide the representations that it is obligated to provide pursuant to Section 3.4.10 below of these SwapClear Contract Terms.

In the event that the failure under clause (ii) of the preceding paragraph would not have occurred but for the reasons described under subclause (A) or (B) thereof, the Clearing House shall use commercially reasonable efforts to provide to the Clearing

Member a new representation (to the extent that it is appropriate) for the purpose of the representations that it is obligated to provide pursuant to Section 3.4.10 below of these SwapClear Contract Terms, promptly after the learning of such failure (so long as the provision of such representation would not materially prejudice the legal or commercial position of the Clearing House).

A Clearing Member will also not be required to pay any Additional Amount to the Clearing House under this Section 3.4.2 for any tax (a "FATCA Withholding Tax") imposed under U.S. Internal Revenue Code Sections 1471, 1472, 1473 or 1474 (or any successor sections that are substantially similar) and any U.S. or non-U.S. law, regulation or authoritative guidance promulgated thereunder, or any agreements, treaties, or intergovernmental agreements entered into pursuant thereto, (collectively, the "FATCA Rules") provided that such FATCA Withholding Tax would not have been imposed but for the Clearing House's failure to comply with the FATCA Rules.

Notwithstanding the provisions in this <u>sectionSection</u> 3.4.2, the Clearing House and SwapClear Members agree to renegotiate these regulations where, for reasons beyond the control of the Clearing House, the provisions of FATCA result in payments beneficially owned by the Clearing House becoming subject to FATCA Withholding Tax.

For the purpose of this Section 3.4.2, "Change in Tax Law" means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law or double tax treaty (or in the application or official interpretation of any law or double tax treaty).

- 3.4.3 If: (i) a Clearing Member is required by Applicable Law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding from any payment made to the Clearing House under the General Regulations, SwapClear Contracts and or any SwapClear Transaction for or on account of any Tax, in respect of which the Clearing Member would be required to pay an Additional Amount to the Clearing House under Section 3.4.2 of these SwapClear Contract Terms; (ii) the Clearing Member does not so deduct or withhold; and (iii) a liability resulting from such Tax is assessed directly against the Clearing House, then, except to the extent the Clearing Member has satisfied or then satisfies the liability resulting from such Tax, the Clearing Member will promptly pay to the Clearing House the amount of such liability (including any related liability for interest, penalties and costs).
- 3.4.4 If: (i) the Clearing House is required by Applicable Law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding from any payment made to a Clearing Member under the General Regulations, SwapClear Contracts and or any SwapClear Transaction for or on account of any Tax; (ii) the Clearing House does not so deduct or withhold; and (iii) a liability resulting from such Tax is assessed directly against the Clearing House, then, except to the extent the Clearing Member has satisfied or then satisfies the liability resulting from such Tax, the Clearing Member will promptly pay to the Clearing House the amount of such liability (including any related liability for interest, penalties and costs).

- 3.4.5 The Clearing House shall provide to each Clearing Member (i) the tax forms and documents specified in Section 3.4.10 below of these SwapClear Contract Terms and Section 1.2 of the SwapClear Procedures and (ii) any other form or document reasonably requested in writing by the Clearing Member in order to allow the Clearing Member to make a payment under the General Regulations, SwapClear Contract, or any SwapClear Transaction without deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document as described in this clause (ii) would not materially prejudice the legal or commercial position of the Clearing House).
- The Clearing House shall request from each Clearing Member: (i) the tax forms and 3.4.6 documents specified in Section 3.4.10 below of these SwapClear Contract Terms and Section 1.2 of the SwapClear Procedures and (ii) any other form or document reasonably requested in order to allow the Clearing House to make a payment under the General Regulations, SwapClear Contracts and or any SwapClear Transaction without deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate. For the avoidance of doubt, in the event that any payment made by the Clearing House to a Clearing Member under the General Regulations, SwapClear Contracts and or any SwapClear 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, the Clearing House is not required to pay any additional amount in respect of such deduction or withholding. the Clearing House will, at the Clearing Member's expense, use commercially reasonable efforts to cooperate with a Clearing Member to seek any credit or remission or other relief available with respect to any such Tax so deducted or withheld (so long as such cooperation would not, in the Clearing House's judgment, materially prejudice the legal or commercial position of the Clearing House).
- 3.4.7 Each Clearing Member will pay any stamp, registration, documentation, excise, sales or value added Tax or any other similar Tax levied or imposed upon it or in respect of its execution or performance of any agreement, contract or transaction in connection with the General Regulations and SwapClear Contract and will indemnify the Clearing House against any such stamp, registration, documentation, excise, sales or value added Tax (to the extent that the Clearing House is not able, in the Clearing House's commercially reasonable judgment, to reclaim or recover such value added Tax) or any other similar Tax levied or imposed upon the Clearing House or in respect of the Clearing House's execution or performance of any agreement, contract or transaction in connection with the General Rules. Any payment required to be made by a Clearing Member to the Clearing House under this Section 3.4.7 shall include an additional amount equal to any Tax levied or imposed on the Clearing House as a result of the receipt of any payment under this Section 3.4.7.
- 3.4.8 Each Clearing Member shall promptly notify the Clearing House in writing upon learning that any payment made by the Clearing House to the Clearing Member or by the Clearing Member to the Clearing House under the General Regulations and is subject to any Tax, other than any Tax imposed or levied based on the net income of the Clearing Member or the Clearing House, as applicable.

# PART B PRODUCT ELIGIBILITY CRITERIA FOR REGISTRATION OF A SWAPCLEAR CONTRACT

## 1. SwapClear Transaction

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

- (a) the transaction meets the eligibility criteria, set out in paragraphs 1.2(a), (b), (c) or (d) below for a SwapClear Transaction; and
- (b) each party to the transaction is either a SwapClear Dealer or a SwapClear Clearing Member (including an SCM Branch), an FCM Clearing Member, a SwapClear Clearing Client, an FCM Client or, in respect of Risk Neutralisation, the Clearing House.

and the requirements of (a) and (b) continue to be satisfied at Registration Time.

# 1.2 SwapClear Product Eligibility Criteria for a SwapClear Transaction

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

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

<u>OIS</u>	<u>USD</u>	<u>Fixed</u>	<u>USD-SOFR-OIS Compound</u>	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-LIBOR-BB A	USD-LIBOR-BBA	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	<u>USD</u>	<u>USD-LIBOR</u>	<u>USD-LIBOR</u>	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-LIBOR-BB A	USD-SOFR-COMPOUND	No	18,675 days	0.01-99,999,999,999.99
Basis swap	<u>USD</u>	<u>USD-LIBOR</u>	<u>USD-SOFR-OIS Compound</u>	<u>No</u>	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-FEDERAL FUNDS-H.15	USD-LIBOR-BBA	No	18,675 days	0.01-99,999,999,999.99
Basis swap	<u>USD</u>	USD-Federal Funds	<u>USD-LIBOR</u>	<u>No</u>	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-FEDERAL FUNDS-H.15-OI S-COMPOUND	USD-SOFR-COMPOUND	No	18,675 days	0.01-99,999,999,999.99
<u>Basis swap</u>	<u>USD</u>	USD-Federal Funds-OIS Compound	USD-SOFR-OIS Compound	<u>No</u>	18,675 days	0.01-99,999,999,999.99
OIS	USD	Fixed	USD-Federal Funds H.15-OIS-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	<u>USD</u>	<u>Fixed</u>	USD-Federal Funds-OIS <u>Compound</u>	<u>Yes</u>	18,675 days	0.01-99,999,999,999.99
Interest rate swap	EUR	Fixed	EUR-LIBOR-BBA	Yes	18,675 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	EUR	<u>Fixed</u>	<u>EUR-LIBOR</u>	<u>Yes</u>	18,675 days	0.01-99,999,999,999.99
Interest rate swap	EUR	Fixed	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	EUR	Fixed	EUR-EURIBOR	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-LIBOR-BB A	EUR-LIBOR-BBA	Yes	18,675 days	0.01-99,999,999,999.99
<u>Basis swap</u>	EUR	EUR-LIBOR	<u>EUR-LIBOR</u>	<u>Yes</u>	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-LIBOR-BB A	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01-99,999,999,999.99
<u>Basis swap</u>	EUR	EUR-LIBOR	<u>EUR-EURIBOR</u>	<u>Yes</u>	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR- Reuters	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR	EUR-EURIBOR	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EONIA-OI	EUR-EURIBOR-Reuters	No	18,675 days	0.01-99,999,999,999.99

		S-COMPOUND				
<u>Basis swap</u>	EUR	EUR-EONIA-OI S Compound	<u>EUR-EURIBOR</u>	<u>No</u>	18,675 days	0.01-99,999,999,999.99
OIS	EUR	Fixed	EUR-EONIA-OIS-COMPOU ND	No	18,675 days	0.01-99,999,999,999.99
OIS	EUR	Fixed	EUR-EONIA-OIS Compound	<u>No</u>	18,675 days	0.01-99,999,999,999.99
OIS	EUR	Fixed	EUR-EuroSTR-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	EUR	Fixed	EUR-EuroSTR-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR- Reuters	EUR-EuroSTR-COMPOUND	No	18,675 days	0.01-99,999,999,999.99
<u>Basis swap</u>	EUR	EUR-EURIBOR	EUR-EuroSTR-OIS Compound	<u>No</u>	18,675 days	0.01-99,999,999,999.99
Interest rate swap	AUD	Fixed	AUD-BBR-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	<u>AUD</u>	<u>Fixed</u>	AUD-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-BBR-BBS W	AUD-BBR-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
<u>Basis swap</u>	<u>AUD</u>	<u>AUD-BBSW</u>	AUD-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-AONIA-OI S-COMPOUND	AUD-BBR-BBSW	No	11,375 days	0.01-99,999,999,999.99
<u>Basis swap</u>	<u>AUD</u>	AUD-AONIA-OI S Compound	<u>AUD-BBSW</u>	<u>No</u>	11,375 days	0.01-99,999,999,999.99
OIS	AUD	Fixed	AUD-AONIA-OIS-COMPOU ND	Yes	11,375 days	0.01-99,999,999,999.99
OIS	<u>AUD</u>	<u>Fixed</u>	AUD-AONIA-OIS Compound	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	CAD	Fixed	CAD-BA-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Interest rate swap	CAD	<u>Fixed</u>	<u>CAD-CDOR</u>	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-BA-CDOR	CAD-BA-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
<u>Basis swap</u>	CAD	<u>CAD-CDOR</u>	<u>CAD-CDOR</u>	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-BA-CDOR	CAD-CORRA-OIS-COMPOU ND	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	<u>CAD</u>	<u>CAD-CDOR</u>	CAD-CORRA-OIS Compound	Yes	11,375 days	0.01-99,999,999,999.99
OIS	CAD	Fixed	CAD-CORRA-OIS-COMPOU ND	Yes	11,375 days	0.01-99,999,999,999.99

OIS	<u>CAD</u>	<u>Fixed</u>	CAD-CORRA-OIS Compound	Yes	<u>11,375 days</u>	0.01-99,999,999,999.99
Interest rate swap	CZK	Fixed	CZK-PRIBOR-PRBO	Yes	4,050 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	<u>CZK</u>	Fixed	CZK-PRIBOR	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	CZK	CZK-PRIBOR-P RBO	CZK-PRIBOR-PRBO	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	<u>CZK</u>	<u>CZK-PRIBOR</u>	<u>CZK-PRIBOR</u>	Yes	4,050 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	<u>DKK</u>	<u>Fixed</u>	<u>DKK-CIBOR</u>	<u>Yes</u>	<u>11,375 days</u>	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR2-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	<u>DKK</u>	<u>Fixed</u>	DKK-CIBOR2	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR-DK NA13	DKK-CIBOR-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
<u>Basis swap</u>	<u>DKK</u>	<u>DKK-CIBOR</u>	<u>DKK-CIBOR</u>	<u>Yes</u>	<u>11,375 days</u>	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR2-D KNA13	DKK-CIBOR2-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR2	DKK-CIBOR2	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	HKD	Fixed	HKD-HIBOR-HKAB	Yes	4,050 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	<u>HKD</u>	<u>Fixed</u>	HKD-HIBOR	Yes	4,050 days	0.01-99,999,999,999.99
Interest rate swap	HKD	Fixed	HKD-HIBOR-ISDC	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HIBOR-HK AB	HKD-HIBOR-HKAB	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HIBOR-IS DCHKD-HIBOR	HKD-HIBOR-ISDCHKD-HIB OR	Yes	4,050 days	0.01-99,999,999,999.99
OIS Basis swap	HKD	FixedHKD-HIBO R-ISDC	HKD-HONIX-OIS-COMPOU NDHKD-HIBOR-ISDC	No <u>Yes</u>	4,050 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HONIX-OI S-COMPOUND	HKD-HIBOR-HKAB	No	<del>4,050 days</del>	0.01-99,999,999,999.99
Interest rate swap	HUF	Fixed	HUF-BUBOR-Reuters	Yes	7,700 days	1-10,000,000,000,000
Interest rate <u>swap</u>	<u>HUF</u>	<u>Fixed</u>	<u>HUF-BUBOR</u>	Yes	<u>7,700 days</u>	1-10,000,000,000,000
Basis swap	HUF	HUF-BUBOR-Re uters	HUF-BUBOR-Reuters	Yes	4,050 days	1-10,000,000,000,000

Basis swap	HUF	<u>HUF-BUBOR</u>	<u>HUF-BUBOR</u>	Yes	4,050 days	1-10,000,000,000,000
Interest rate swap	ILS	Fixed	ILS-TELBOR01-Reuters <sup>6</sup>	Yes	4,050 days	0.01 - 99,999,999,999.99
Interest rate <u>swap</u>	<u>ILS</u>	Fixed	<u>ILS-TELBOR</u>	Yes	4,050 days	0.01 - 99,999,999,999.99
Interest rate swap	JPY	Fixed	JPY-LIBOR-BBA	Yes	15,025 days	1-10,000,000,000,000
Interest rate <u>swap</u>	<u>JPY</u>	<u>Fixed</u>	<u>JPY-LIBOR</u>	Yes	15,025 days	1-10,000,000,000,000
Basis swap	JPY	JPY-LIBOR-BB A	JPY-LIBOR-BBA	Yes	15,025 days	1-10,000,000,000,000
<u>Basis swap</u>	<u>JPY</u>	JPY-LIBOR	<u>JPY-LIBOR</u>	<u>Yes</u>	15,025 days	1-10,000,000,000,000
OIS	JPY	Fixed	JPY-TONA-OIS-COMPOUN D	Yes	15,025 days	1-10,000,000,000,000
OIS	<u>JPY</u>	Fixed	JPY-TONA-OIS Compound	Yes	15,025 days	1-10,000,000,000,000
Basis swap	JPY	JPY-LIBOR-BB A	JPY-TONA-OIS-COMPOUN D	Yes	15,025 days	1-10,000,000,000,000
Basis swap	<u>JPY</u>	JPY-LIBOR	JPY-TONA-OIS Compound	Yes	15,025 days	1-10,000,000,000,000
Interest rate swap	MXN	Fixed	MXN-TIIE-Banxico	No	7,700 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	<u>MXN</u>	<u>Fixed</u>	MXN-TIIE	<u>No</u>	<u>7,700 days</u>	0.01-99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR-OIBOR	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	<u>NOK</u>	<u>Fixed</u>	<u>NOK-NIBOR</u>	Yes	<u>5,875 days</u>	0.01-99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR-NIBR	Yes	5,875 days	0.01-99,999,999,999.99

<sup>&</sup>lt;sup>6</sup> In the event the rate "ILS-TELBOR01-Reuters" does not appear on the Reuters Screen TELBOR01 Page (or any successor page) on a given business day for such business day, the Reset Rate will be determined as if the parties had specified the Clearing House as Calculation Agent to determine the applicable Floating Rate Option. In such event and where a permanent cessation has not occurred, the Clearing House shall determine that the Reset Rate shall be the Reset Rate from the immediately preceding business day that appeared on the Reuters Screen TELBOR01 Page (or any successor page). For the avoidance of doubt, in such event the rate "ILS-TELBOR-Reference Banks" shall not be the applicable Floating Rate Option.

Basis swap	NOK	NOK-NIBOR-NI BR	NOK-NIBOR-NIBR	Yes	5,875 days	0.01-99,999,999,999.99
Basis swap	NOK	NOK-NIBOR-OI BOR	NOK-NIBOR-OIBOR	Yes	5,875 days	0.01-99,999,999,999.99
<u>Basis swap</u>	NOK	NOK-NIBOR	NOK-NIBOR	Yes	<u>5,875 days</u>	0.01-99,999,999,999.99
Interest rate swap	NZD	Fixed	NZD-BBR-FRA	Yes	7,700 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	NZD	<u>Fixed</u>	NZD-BKBM FRA	Yes	<u>7,700 days</u>	0.01-99,999,999,999.99
OIS	NZD	Fixed	NZD-NZIONIA-OIS-COMPO UND	Yes	4,050 days	0.01-99,999,999,999.99
OIS	NZD	<u>Fixed</u>	NZD-NZIONA-OIS Compound	<u>Yes</u>	4,050 days	0.01-99,999,999,999.99
Basis swap	NZD	NZD-BBR-FRA	NZD-NZIONIA-OIS-COMPO UND	No	4,050 days	0.01-99,999,999,999.99
<u>Basis swap</u>	NZD	NZD-BKBM FRA	NZD-NZIONA-OIS Compound	<u>No</u>	<u>4,050 days</u>	0.01-99,999,999,999.99
Basis swap	NZD	NZD-BBR-FRA	NZD-BBR-FRA	Yes	7,700 days	0.01-99,999,999,999.99
<u>Basis swap</u>	NZD	NZD-BKBM FRA	NZD-BKBM FRA	Yes	<u>7,700 days</u>	0.01-99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR-Reuters	Yes	7,700 days	0.01-99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR-VWAP	Yes	7,700 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	<u>SGD</u>	<u>Fixed</u>	<u>SGD-SOR</u>	Yes	<u>7,700 days</u>	0.01-99,999,999,999.99
Basis swap	SGD	SGD-SOR-Reuter	SGD-SOR-Reuters	Yes	7,700 days	0.01-99,999,999,999.99
Basis swap	SGD	SGD-SOR-VWA P	SGD-SOR-VWAP	Yes	7,700 days	0.01-99,999,999,999.99
<u>Basis swap</u>	<u>SGD</u>	SGD-SOR	SGD-SOR	Yes	<u>7,700 days</u>	0.01-99,999,999,999.99
OIS	SGD	Fixed	SGD-SORA-COMPOUND	Yes	7,700 days	0.01-99,999,999,999.99
<u>OIS</u>	<u>SGD</u>	<u>Fixed</u>	SGD-SORA-OIS Compound	Yes	<u>7,700 days</u>	0.01-99,999,999,999.99
Basis swap	SGD	SGD-SORA-CO MPOUND	SGD-SOR-VWAP	No	7,700 days	0.01-99,999,999,999.99
<u>Basis swap</u>	SGD	SGD-SORA-OIS Compound	SGD-SOR	<u>No</u>	<u>7,700 days</u>	0.01-99,999,999,999.99
Interest rate swaps swap	SEK	Fixed	SEK-STIBOR-SIDE	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate <u>swap</u>	<u>SEK</u>	<u>Fixed</u>	<u>SEK-STIBOR</u>	Yes	<u>11,375 days</u>	0.01-99,999,999,999.99

Basis swap	SEK	SEK-STIBOR-SI DE	SEK-STIBOR-SIDE	Yes	11,375 days	days 0.01-99,999,999,999.99	
<u>Basis swap</u>	<u>SEK</u>	<u>SEK-STIBOR</u>	<u>SEK-STIBOR</u>	Yes	<u>11,375 days</u>	0.01-99,999,999,999.99	
Interest rate swap	CHF	Fixed	CHF-LIBOR-BBA	Yes	11,375 days	0.01-99,999,999,999.99	
Interest rate <u>swap</u>	<u>CHF</u>	<u>Fixed</u>	<u>CHF-LIBOR</u>	Yes	<u>11,375 days</u>	0.01-99,999,999,999.99	
Basis swap	CHF	CHF-LIBOR-BB A	CHF-LIBOR-BBA	Yes	11,375 days	0.01-99,999,999,999.99	
<u>Basis swap</u>	<u>CHF</u>	<u>CHF-LIBOR</u>	<u>CHF-LIBOR</u>	Yes	11,375 days	0.01-99,999,999,999.99	
OIS	CHF	Fixed	CHF-SARON-OISCOMPOU ND	Yes	11,375 days	0.01-99,999,999,999.99	
<u>OIS</u>	<u>CHF</u>	<u>Fixed</u>	CHF-SARON-OIS Compound	Yes	<u>11,375 days</u>	0.01-99,999,999,999.99	
Interest rate swap	PLN	Fixed	PLN-WIBOR-WIBO	Yes	5,875 days	0.01-99,999,999,999.99	
Interest rate <u>swap</u>	PLN	<u>Fixed</u>	<u>PLN-WIBOR</u>	Yes	<u>5,875 days</u>	0.01-99,999,999,999.99	
Basis swap	PLN	PLN-WIBOR-WI BO	PLN-WIBOR-WIBO	Yes	5,875 days	0.01-99,999,999,999.99	
<u>Basis swap</u>	PLN	PLN-WIBOR	<u>PLN-WIBOR</u>	Yes	<u>5,875 days</u>	0.01-99,999,999,999.99	
Interest rate swap	ZAR	Fixed	ZAR-JIBAR-SAFEX	Yes	11,375 days	0.01-99,999,999,999.99	
Interest rate <u>swap</u>	ZAR	Fixed	ZAR-JIBAR	Yes	11,375 days	0.01-99,999,999,999.99	

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

Instrument	Currency	Leg 1	$\underline{\text{Leg 2}}$	Maximum Tenor	Notional Amount
FRA	CHF	Fixed	CHF-LIBOR-BBA	1,225 days	0.01-99,999,999,999.99
<u>FRA</u>	<u>CHF</u>	<u>Fixed</u>	<u>CHF-LIBOR</u>	<u>1,225 days</u>	0.01-99,999,999,999.99
FRA	CZK	Fixed	CZK-PRIBOR-PRBO	1,225 days	0.01-99,999,999,999.99
FRA	<u>CZK</u>	Fixed	<u>CZK-PRIBOR</u>	<u>1,225 days</u>	0.01-99,999,999,999.99
FRA	DKK	Fixed	DKK-CIBOR2-DKNA13	1,225 days	0.01-99,999,999,999.99
<u>FRA</u>	<u>DKK</u>	<u>Fixed</u>	<u>DKK-CIBOR2</u>	<u>1,225 days</u>	0.01-99,999,999,999.99

FRA	EUR	Fixed	EUR-LIBOR-BBA	1,225 days	0.01-99,999,999,999.99
<u>FRA</u>	EUR	<u>Fixed</u>	<u>EUR-LIBOR</u>	<u>1,225 days</u>	0.01-99,999,999,999.99
FRA	EUR	Fixed	EUR-EURIBOR-Reuters	1,225 days	0.01-99,999,999,999.99
FRA	EUR	Fixed	<u>EUR-EURIBOR</u>	<u>1,225 days</u>	0.01-99,999,999,999.99
FRA	GBP	Fixed	GBP-LIBOR-BBA	1, 225 days	0.01-99,999,999,999.99
FRA	<u>GBP</u>	Fixed	GBP-LIBOR	<u>1,225 days</u>	0.01-99,999,999,999.99
FRA	HUF	Fixed	HUF-BUBOR-Reuters	1,225 days	0.01-99,999,999,999.99
<u>FRA</u>	<u>HUF</u>	<u>Fixed</u>	<u>HUF-BUBOR</u>	<u>1,225 days</u>	0.01-99,999,999,999.99
FRA	ILS	Fixed	ILS-TELBOR01-Reuters <sup>7</sup>	1,225 days	0.01-99,999,999,999.99
FRA	<u>ILS</u>	<u>Fixed</u>	ILS-TELBOR	1,225 days	0.01-99,999,999,999.99
FRA	JPY	Fixed	JPY-LIBOR-BBA	1,225 days	1-10.000.000.000.000
FRA	<u>JPY</u>	<u>Fixed</u>	<u>JPY-LIBOR</u>	<u>1,225 days</u>	1-10.000.000.000.000
FRA	NOK	Fixed	NOK-NIBOR-NIBR	1, 225 days	0.01-99,999,999,999.99
FRA	NOK	Fixed	NOK-NIBOR-OIBOR	1, 225 days	0.01-99,999,999,999.99
FRA	<u>NOK</u>	<u>Fixed</u>	NOK-NIBOR	<u>1, 225 days</u>	0.01-99,999,999,999.99
FRA	PLN	Fixed	PLN-WIBOR-WIBO	1, 225 days	0.01-99,999,999,999.99
<u>FRA</u>	<u>PLN</u>	<u>Fixed</u>	<u>PLN-WIBOR</u>	<u>1, 225 days</u>	0.01-99,999,999,999.99
FRA	SEK	Fixed	SEK-STIBOR-SIDE	1, 225 days	0.01-99,999,999,999.99
FRA	<u>SEK</u>	<u>Fixed</u>	SEK-STIBOR	<u>1, 225 days</u>	0.01-99,999,999,999.99

<sup>&</sup>lt;sup>7</sup> In the event the rate "ILS-TELBOR01-Reuters" does not appear on the Reuters Screen TELBOR01 Page (or any successor page) on a given business day for such business day, the Reset Rate will be determined as if the parties had specified the Clearing House as Calculation Agent to determine the applicable Floating Rate Option. In such event and where a permanent cessation has not occurred, the Clearing House shall determine that the Reset Rate shall be the Reset Rate from the immediately preceding business day that appeared on the Reuters Screen TELBOR01 Page (or any successor page). For the avoidance of doubt, in such event the rate "ILS-TELBOR-Reference Banks" shall not be the applicable Floating Rate Option.

FRA	USD	Fixed	USD-LIBOR-BBA	1, 225 days	0.01-99,999,999,999.99
<u>FRA</u>	<u>USD</u>	<u>Fixed</u>	<u>USD-LIBOR</u>	<u>1, 225 days</u>	0.01-99,999,999,999.99

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

Instrument	Currency	Leg 1	Leg 2	Maximum Tenor	Notional Amount
Zero coupon inflation indexed swap	EUR	Fixed	EUR-EXT-CPI	50 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap <sup>8,14</sup>	EUR	Fixed	EUR-EXT-CPI	50 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	EUR	Fixed	FRC-EXT-CPI	30 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	EUR	Fixed	FRC-EXT-CPI	30 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	GBP	Fixed	UK-RPI	50 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	GBP	Fixed	UK-RPI	50 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	USD	Fixed	USA-CPI-U	30 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	USD	Fixed	USA-CPI-U	30 years	0.01-99,999,999,999.99

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

Instrument	Currency	Leg 1	<u>Leg 2</u>	Variable Notional	Maximum Tenor	Notional Amount
Interest rate swap	BRL	Fixed	BRL-CDI	No	4,050 days	0.01- 99,999,999,999.99
OIS	CLP	Fixed	CLP-TNA	No	5,700 days	1.0- 10,000,000,000,000

<sup>814</sup> A "standard coupon inflation swap" is an inflation vs. fixed swap, which pays out regular coupons on both legs of the swap.

OYO		CIT ID	Y	GV D VGD		7.700 I	1.0
OIS		<u>CLP</u>	<u>Fixed</u>	<u>CLP-ICP</u>	<u>No</u>	<u>5,700 days</u>	1.0- 10,000,000,000,000
OIS		COP	Fixed	COP-IBR-OIS-COMP OUND	No	5,700 days	1.0- 10,000,000,000,000
OIS		<u>COP</u>	<u>Fixed</u>	COP-IBR-OIS Compound	<u>No</u>	<u>5,700 days</u>	1.0- 10,000,000,000,000
Interest swap	rate	KRW	Fixed	KRW-CD-KSDA-BLO OMBERG	No	7,700 days	1.0-10,000,000,000,000
Interest swap	rate	KRW	<u>Fixed</u>	KRW-CD 91D	<u>No</u>	<u>7,700 days</u>	1.0-10,000,000,000,000
OIS		INR	Fixed	INR-FBIL-MIBOR-OIS -COMPOUND	No	4,050 days	0.01-99,999,999,999.99
OIS		INR	<u>Fixed</u>	INR-MIBOR-OIS Compound	<u>No</u>	<u>4,050 days</u>	0.01-99,999,999,999.99
Interest swap	rate	CNY	Fixed	CNY-CNREPOFIX=C FXS-REUTERS	No	2,025 days	0.01-99,999,999,999.99
Interest swap	rate	<u>CNY</u>	<u>Fixed</u>	CNY-Fixing Repo Rate	<u>No</u>	<u>2,025 days</u>	0.01-99,999,999,999.99
Interest swap	rate	THB	Fixed	THB-THBFIX-REUTE RS	No	4,050 days	0.01- 99,999,999,999.99
Interest swap	rate	THB	<u>Fixed</u>	THB-THBFIX	<u>No</u>	<u>4,050 days</u>	<u>0.01-</u> <u>99,999,999,999.99</u>
Interest swap	rate	TWD	Fixed	TWD-TAIBOR-REUT ERS	No	4,050 days	0.01- 99,999,999,999.99
Interest swap	rate	TWD	Fixed	TWD-TAIBOR	<u>No</u>	4,050 days	<u>0.01-</u> <u>99,999,999,999.99</u>

## 2. Additional SwapClear Product Eligibility Criteria

2.1 A <u>contractSwapClear Transaction</u> must also meet the following additional criteria to be eligible <u>as a SwapClear Transaction</u> for clearing with the Clearing House:

#### 2.1.1 Day Count Fractions

(See Article 4.16 of the "Annex to 2000 ISDA Definitions (June 2000 Version)", Article 4.16 Section 4.6 of the ISDA 2006 Definitions for definition)

The Clearing House will only accept the following day count fractions for vanilla interest rate swaps with constant notional principal and variable notional swaps. Day Count Fractions are applied to each deal leg independently, as communicated via the affirmed MarkitWire trade detail:

# **Day Count Fractions using the ISDA 2000 Definitions:**

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

#### **Day Count Fractions using the ISDA 2006 Definitions:**

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

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

#### **Day Count Fractions using the ISDA 2006 Definitions:**

	MarkitWire/			
<b>Day Count Fraction</b>	FpML Code		Currenc	e <b>y</b>
Actual/365 (Fixed)	ACT/365.FIXED	PLN, C	GBP	
Actual/360	ACT/360	USD,	EUR,	CHF,
		DKK,	JPY,	NOK,

<b>Day Count Fraction</b>	MarkitWire/ FpML Code	Currency
		SEK, CZK, HUF
<b>Day Count</b> Fraction		SWIFT Code
Actual/365, Actual/Actual		ACT/365
(See Article 4.16(b) for definition)		
Actual/365 (Fixed)		AFI/365
(See Article 4.16(c) for definition)		
Actual/360		ACT/360
(See Article 4.16(d) for definition)		
30/360,360/360, Bond Basis		360/360
(See Article 4.16(e) for definition)		
30E/360		30E/360
(See Article 4.16(f) for definition)		

#### 2.1.2 Business Day Conventions

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

- (a) "Following" or "Following Business Day Convention" (see Article 4.12(i)Section 2.3.2 of the ISDA 2000 Definitions and Article 4.12 (i) of the ISDA 2006 Definitions for definition);
- (b) "Modified Following (see Article 4.12(ii)" or "Modified Following Business

  Day Convention" (see Section 2.3.3 of the ISDA 2000 Definitions and Article
  4.12(ii) of the ISDA 2006 Definitions for definition); or
- (c) <u>"Preceding" or "Preceding Business Day Convention"</u> (see Article 4.12(iii)Section 2.3.4 of the ISDA 2000 Definitions and Article 4.12(iii) of the ISDA 2006 Definitions for definition).

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

- (a) fixed period end dates and the termination date; or
- (b) float period end dates and the termination date.
- 2.1.3 *Minimum Residual Term of the Trade (Termination date Today)*

<u>Designated Maturity and</u> Trades in respect of vanilla interest rate swaps with constant notional principal and variable notional swaps and inflation swaps are subject to a minimum Residual Term on the day they are received by SwapClear.

Minimum Residual Term of trade (OIS USD-SOFR-COMPOUND): 2 days

Minimum Residual Term of trade (all other):

Termination date - Today >= 1 + currency settlement lag

where currency settlement lag is:

1 day for EUR, USD, GBP and CAD denominated trades

2 days for JPY, CHF, AUD, DKK, HKD, NZD, SEK, NOK, PLN, ZAR, SAD, HUF, CZK & MXN denominated trades

#### 2.1.4 Designated Maturity

The Designated Maturity must be no less than one month and no more than twelve months. The Clearing House will, excepting stub periods, only accept a Designated Maturity that is a whole calendar month.

#### 2.1.5 *Calculation Periods*

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

(See Article 4.13 of the ISDA 2000 Definitions and Article 4.13 of the ISDA 2006 Definitions for definition.)

For vanilla interest rate swaps with constant notional principal and variable notional swaps the Clearing House will only accept non standard Calculation Periods ("stub periods") at either the start or end of the contract. Transactions with stub periods at both the start and end of the transaction will not be eligible as SwapClear Transactions.

For variable notional swaps the stub rate should be detailed either as a percentage (i.e. 5.5 per cent.), an interpolation (i.e. 1 month/3 months) or as a designated maturity (i.e. 1 month). Stub Rates within the Final Stub are calculated via interpolation or as a designated maturity.

For interpolated coupons, payment dates must fall between the rolled dates, according to the Modified Following business day convention, of the specified designated maturities. Where this does not occur and extrapolation would be required, SwapClear will reject the trade.

The minimum stub period of a variable notional swap accepted by SwapClear is 1 + Currency Settlement Lag. The minimum stub rate tenor must be >= 1 week for IRS and basis swap and >=1 month for zero coupon swaps.

SwapClear also calculates floating periods subject to IMM settlement dates as per ISDA definitions.

For Forward Rate Agreements non standard designated maturities are accepted subject to the following criteria:

**Interpolated period:** 

The maturity date must fall between the rolled dates, according to the business day convention, of the specified designated tenors. Where this does not occur and extrapolation would be required, SwapClear will reject the trade.

SwapClear will interpolate based upon the closest indices for interpolation

Non interpolated period:

SwapClear will only support the closest index tenor to the calculated period.