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October 29, 2020

Submitted via CFTC Portal

Mr. Christopher J. Kirkpatrick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

Re: *tpSEF Inc. – Regulation 40.6(d) Weekly Notification of Rule Amendments (tpSEF Submission #20-10R)*

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c) of the Commodity Exchange Act, as amended (the “Act”), and Section 40.6(d) of the regulations of the Commodity Futures Trading Commission (the “Commission” or “CFTC”), tpSEF Inc. (“tpSEF”), a registered swap execution facility, hereby notifies the Commission that it has made certain non-substantive revisions to the tpSEF Rulebook effective November 1, 2020, and to Appendix B of the tpSEF Rulebook (tpSEF Inc. Swap Specifications) effective as of October 28, 2020. Specifically, tpSEF has made the following changes:

tpSEF Rulebook

- (i) Made the changes to the Rulebook as listed in Exhibit I hereto.

Attached as Exhibit II hereto is a clean copy of the Rulebook, as amended, and attached as Exhibit III is a marked copy of the Rulebook showing changes to the prior version.

Appendix B to the tpSEF Rulebook

- (i) Added the terms and conditions for the product listed in Exhibit IV hereto, which terms and conditions were separately filed with the Commission pursuant to CFTC Regulation 40.2(a); and
- (ii) Updated the Appendix B effective date.

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Attached as Exhibit V hereto is a clean copy of Appendix B, as amended, and attached as Exhibit VI is a marked copy of Appendix B showing changes to the prior version.

Please contact Brian D. Donnelly, Chief Compliance Officer, at (201) 984-6956 or by email at bddonnelly@tullettprebon.com with any questions regarding this matter.

Very truly yours,

tpSEF Inc.


By: _____

Name: Brian D. Donnelly

Title: Chief Compliance Officer

Date: October 29, 2020

Enclosures

cc: CFTC Division of Market Oversight (dmosubmissions@cftc.gov)
Nancy Markowitz, CFTC (nmarkowitz@cftc.gov)

EXHIBIT I

Explanation of Amended Rules

tpSEF has amended its Rulebook as provided below. Capitalized terms used but not defined herein have the meanings assigned to them in the Rulebook.

Section/Rule	Description of Revision	Reason and/or Supporting Rule
Definition of “Executed Anonymously”	Added a definition for “Executed Anonymously” to mean a Swap that is pre-arranged or pre-negotiated anonymously, including by a participant of the SEF.	Conforming change to Commission Regulation 37.9(d)
Rule 4003.D(b)(1)(ii)	Conformed to match Rule 4003.D(b)(2)(iii).	Conforming change
Rule 4019(a)	Capitalized “Executed Anonymously.”	Conforming change
Rule 9000	Deleted “at the beginning start of the trading day” in the definition of “Indication of Interest.”	Conforming change
Rule 9000(e)(2)	Removed parenthetical that said identities are not disclosed in a Non-Directed RFQ.	Conforming change

Mr. Christopher J. Kirkpatrick
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EXHIBIT II

tpSEF Rulebook

(Clean Version)

tpSEF Inc.

Rulebook

Effective November 1, 2020

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SECTION 1 DEFINITIONS

Rule 1000 **Definitions**

Unless otherwise specifically provided in the SEF Rules or the context otherwise requires, the following terms have the meanings specified herein.

“*Account Manager*” means an investment manager or other Person acting in a similar capacity that (i) is not an individual, and (ii) acts as an agent and attorney-in-fact to transact Swaps via the SEF in the name and on behalf of a Client. An Account Manager may be a Participant, a Sponsored Participant or a Customer.

“*Affected Person*” has the meaning specified in Rule 3103.

“*Affiliate*” means with respect to any Person, any Person who, directly or indirectly, controls, is controlled by or is under common control with, such other Person.

“*Affirm*” means the process by which the counterparties to a Cleared Swap verify that they agree on the details of the transaction after execution on the SEF but prior to submission to the relevant DCO, which may be done by any means acceptable to the counterparties, including the use of an Affirmation Hub.

“*Affirmation Hub*” means a third-party service designated by the SEF to route Cleared Swaps to DCOs and which may provide Participants or Customers, as applicable, with the opportunity to Affirm the Cleared Swaps.

“*Appeals Panel*” means a panel appointed by the Chief Compliance Officer pursuant to Rule 6015.

“*Applicable Law*” means, with respect to any Person, any statute, law, regulation, rule or ordinance of any governmental or self-regulatory authority applicable to such Person, including (without limitation) these SEF Rules, any DCO Rule, the CEA and CFTC Regulations.

“*Appropriate Minimum Block Size*” means the minimum notional or principal amount established from time to time by the CFTC for a category of Swap that qualifies as a block trade pursuant to CFTC Regulation 43.6. The Appropriate Minimum Block Size is published by the CFTC or its designee from time to time in accordance with CFTC Regulations 43.6 and 43.7 and are included in Appendix D hereto.

“*Approved SDR*” has the meaning specified in Rule 8005(b).

“*Authorized Representative*” means any natural Person who is employed and authorized by a Participant to represent the Participant in SEF matters pursuant to Rule 3113.

“*Authorized Trader*” means a Person who is appointed, employed or authorized by a Participant (or by a Sponsored Participant) and who has been assigned a User ID by the SEF. Each Authorized Trader: (i) must be a natural Person; (ii) must have been granted Trading Privileges with respect to the trading activities of a Participant (or Sponsored Participant); and (iii) must satisfy any other

requirements as may be prescribed by the SEF from time to time. In the case of a Prime Broker Client, each Authorized Trader designated by such Prime Broker Client shall be considered an Authorized Trader of the Prime Broker Client and not of the relevant Prime Broker.

“*Block Trade*” means a Swap that: (i) has a notional or principal amount at or above the Appropriate Minimum Block Size applicable to such Swap; (ii) is executed pursuant to the SEF Rules and (x) in the case of an Uncleared Block Trade, occurs away from a SEF trading system or platform or (y) in the case of a Cleared Block Trade, is executed on a non-Order Book trading system or platform of the SEF in accordance with Rule 4016(j); and (iii) is a publicly reportable swap transaction that is reported subject to the SEF Rules and procedures of the SEF and Part 43 of the CFTC Regulations.

“*Board*” means the board of directors of the SEF.

“*Business Day*” means a day on which the SEF is open for trading as provided on the SEF website.

“*By-Laws*” means the by-laws of the SEF.

“*Cancellation Notice*” has the meaning specified in Rule 4105(b)(2).

“*CEA*” means the Commodity Exchange Act, as amended.

“*CFTC*” means the U.S. Commodity Futures Trading Commission.

“*CFTC Regulations*” means the rules and regulations promulgated by the CFTC, as amended.

“*Chief Compliance Officer*” means the chief compliance officer of the SEF appointed pursuant to Rule 2201.

“*Chief Executive Officer*” or “*CEO*” means the chief executive officer of the SEF appointed by the Board pursuant to Rule 2200.

“*Cleared Block Trade*” means a Block Trade in a Cleared Swap.

“*Cleared Swap*” means (i) a Swap that is subject to the Clearing Requirement, or (ii) any Swap of a type that is accepted by a DCO for clearing that the parties have elected to submit for clearing, whether or not the particular Swap is accepted or rejected.

“*Clearing Exception*” means an exception to, or an exemption from, the Clearing Requirement, which exception or exemption is set forth in Section 2(h)(7) of the CEA, CFTC Regulations or any CFTC No-Action Letter.

“*Clearing Exempt Transaction*” means a Transaction that is not subject to the Clearing Requirement due to an election by one or more counterparties to use an available Clearing Exception.

“*Clearing Firm*” means a Clearing Member that provides clearing services to one or more Participants, Sponsored Participants, Clients or Customers and has either executed a Clearing Firm

Agreement or in relation to which the relevant Participant, Sponsored Participant, Client, Customer and/or Clearing Member has provided the SEF with evidence or assurances satisfactory to the SEF of the existence and scope of the clearing services provided.

“*Clearing Firm Agreement*” means an agreement between the SEF and a Clearing Firm that includes (i) a list of the DCOs of which the Clearing Firm is a member, (ii) a list of the Persons for whom the Clearing Firm provides clearing services and (iii) if the Clearing Firm does not clear at all such DCOs for all such Persons, a per-Person list of the DCOs at which it does clear for such Person. The Clearing Firm shall be entitled to update this information in its sole discretion by written notice to the SEF and upon receipt of such notice, the SEF shall take such action necessary to effect the Clearing Firm’s modifications as promptly as practicable. For the avoidance of doubt, notwithstanding that such notice has not yet been provided or such modifications made, if the Clearing Firm has ceased to provide clearing services to a Person on any or all DCOs, the Clearing Firm may reject all such Person’s trades during the pre-execution credit check described in Rule 4017.

“*Clearing Member*” means a member of a DCO that is authorized to clear Swaps for itself and/or for other Persons.

“*Clearing Requirement*” means the mandatory clearing requirement set forth in Section 2(h)(1)(A) of the CEA.

“*Client*” means a Person that granted in writing to an Account Manager investment discretion on behalf and in the name of such Person.

“*Confirmation*” means a written record of all the terms of a Transaction as required by Applicable Law.

“*Contract*” means any Swap listed for trading on the SEF.

“*Correcting Transaction*” has the meaning specified in Rule 4013.A.(f).

“*Cross Transaction*” a Permitted Cross Transaction or a Required Cross Transaction.

“*Customer*” means a Person for whom an Introducing Broker, as agent, (i) enters Orders and/or engages in Transactions on the SEF, and/or (ii) submits Uncleared Block Trades pursuant to the SEF Rules. A Customer may be a Participant acting through an Introducing Broker as agent in accordance with the foregoing sentence, including a Participant that is a Prime Broker Client acting through an Introducing Broker.

“*Customer Type Indicator Code*” has the meaning specified in Rule 8001(a).

“*DCM*” means a designated contract market as defined in CFTC Regulation 1.3.

“*DCO*” means a derivatives clearing organization as defined in Section 1a(15) of the CEA that is registered with, or has been exempted from registration by, the CFTC and that provides clearing services with respect to any Swaps traded on the SEF or pursuant to the SEF Rules.

“*DCO Rules*” means the relevant organizational documents of a DCO and any relevant rule, interpretation, stated policy or instrument corresponding to any of the foregoing, in each case as adopted or amended from time to time by the DCO.

“*DDR*” has the meaning specified in Rule 8005(b).

“*Deal Management System*” means the SEF’s back-end systems that facilitate post-trade processing and that can be used to execute Permitted Cross Transactions as described in Rule 4004.

“*Directed Voice RFQ*” means a voice RFQ conducted in accordance with Rule 4003.D(b)(2).

“*Director*” means any member of the Board.

“*Disclosable Financial Interest*” means the position information contained in CFTC Regulation 1.69(b)(2)(iii)(A) – (E).

“*Disciplinary Action*” means any inquiry, investigation, disciplinary proceeding, appeal from a disciplinary proceeding, summary imposition of fines, summary suspension or other summary action.

“*Disciplinary Offense*” means any of the following violations, which, in each case, arises out of a proceeding or action that is brought by the SEF, a Self-Regulatory Organization, the CFTC or any federal or state agency or other governmental body:

- (1) Any violation of the SEF Rules or the rules of a Self-Regulatory Organization, except those violations related to (i) decorum or attire, (ii) financial requirements or (iii) reporting or recordkeeping unless resulting in fines aggregating more than \$5,000 within any calendar year;
- (2) Any violation described in paragraph (1)(i) – (iii) immediately above that involves fraud, deceit or conversion or results in a suspension or expulsion;
- (3) Any violation of the CEA or CFTC Regulations; or
- (4) Any failure to exercise supervisory responsibility with respect to acts described in paragraphs (1) – (3) immediately above when such failure is itself a violation of the SEF Rules, the rules of a Self-Regulatory Organization, the CEA or the CFTC Regulations.

“*Disciplinary Panel*” means the panel appointed by the Chief Compliance Officer to act in an adjudicative role and fulfill various adjudicative responsibilities and duties described in Section 6 of the SEF Rules.

“*Displayed Order*” has the meaning specified in Rule 4011(a)(2).

“*ECP*” means an “eligible contract participant” as defined in Section 1a(18) of the CEA and CFTC Regulations thereunder.

“*Emergency*” means any occurrence or circumstance that, in the opinion of the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available), requires immediate action and threatens or may threaten such things as the fair and orderly trading in, or the liquidation of or delivery pursuant to, any agreements, contracts, swaps or transactions or the timely collection and payment of funds in connection with clearing and settlement by a DCO, including, without limitation, the following:

- (1) any manipulative or attempted manipulative activity;
- (2) any actual, attempted or threatened corner, squeeze, congestion or undue concentration of positions in a Swap or any related asset;
- (3) any circumstance that may materially affect the performance of agreements, contracts, swaps or transactions, including failure of the payment system or the bankruptcy or insolvency of any Participant;
- (4) any action taken by any governmental body, or any other registered entity, board of trade, market or facility that may have a direct impact on trading or clearing and settlement of, or the legality or enforceability of, any Swap;
- (5) the imposition of any injunction or other restraint by any government agency, court or arbitrator upon a DCO which may affect the ability of a DCO to perform on a Swap;
- (6) any circumstance that may have a severe, adverse impact upon the functions and facilities of the SEF, including, but not limited to, acts of God, fire, flood or other natural disasters, bomb threats, acts of terrorism or war, severely inclement weather or failure or malfunction of all or a portion of the SEF, or other system breakdowns or interruptions such as power, computer, communication or transportation systems or the Internet;
- (7) any circumstance in which it appears to the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available) that a DCO or any other Person:
 - (i) has failed to perform on a Swap;
 - (ii) is insolvent; or
 - (iii) is in a financial or operational condition or is conducting business such that (A) the DCO cannot be permitted to continue to clear Swaps transacted on the SEF or pursuant to the SEF Rules without jeopardizing the safety of Participants, the SEF or any other Person or (B) the Person cannot be permitted to continue to transact business on the SEF without jeopardizing the safety of Participants, the SEF, any DCO or any other Person; or
- (8) any other circumstance that may have a severe, adverse effect upon the functioning of the SEF.

“*Emergency Action*” means any action taken in accordance with Rule 7000 by the SEF, the Board, any committee of the Board, the CEO or any other Officer in response to an Emergency, including, without limitation, any of the following actions:

- (1) suspending or curtailing trading or limiting trading (in whole or in part);
- (2) ordering the fixing of a settlement price, or the reduction of positions;
- (3) extending, limiting or changing the Trading Hours;
- (4) temporarily modifying or suspending any provision of the SEF Rules or Obligations;
- (5) imposing or modifying price limits;
- (6) altering any contract’s settlement terms or conditions;
- (7) imposing or modifying position limits; and/or
- (8) ordering any other action or undertaking to address or relieve the Emergency.

“*Emergency Rules*” has the meaning specified in Rule 7000.

“*Error*” has the meaning specified in Rule 5103.C.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Executed Anonymously*” means a Swap that is pre-arranged or pre-negotiated anonymously, including by a participant of the SEF.

“*Execution Specialist*” means a SEF employee responsible for assisting Participants and Sponsored Participants (and any of their Supervised Persons) in entering on the SEF Orders and Transactions, issuing and responding to RFQs, and receiving reports of Uncleared Block Trades.

“*Family Relationship*” means, with respect to any natural person, such natural person’s spouse, former spouse, parent, stepparent, child, stepchild, sibling, stepbrother, stepsister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law.

“*Financial Entity*” has the meaning set forth in Section 2(h)(7)(C) of the CEA.

“*FCM*” means futures commission merchant as defined under Section 1a(28) of the CEA and CFTC Regulation 1.3.

“*Government Agency*” means any governmental entity, body or agency of any government (including the United States, a state or foreign government).

“*Instrument Reference Price*” has the meaning specified in Rule 4003.B.(d)(1)(ii).

“*Interested Person*” has the meaning specified in Rule 2500(a).

“*Intermediary*” means any person that enters Orders, issues and responds to RFQs, submits Block Trades, accesses a Trading Platform or executes transactions in Contracts on behalf of one or more Customers, including without limitation, any FCM, Introducing Broker or commodity trading adviser registered with the Commission.

“*Introducing Broker*” is a Participant that (i) is a registered or exempt FCM or introducing broker (as defined in Section 1a(31) of the CEA and CFTC Regulation 1.3), and (ii) enters Orders or engages in Transactions on the SEF, and/or submits Uncleared Block Trades pursuant to the SEF Rules, on behalf of one or more Customers.

“*Investigation Report*” means any written report of investigation prepared by the Market Regulation Department.

“*ISDA*” means the International Swaps and Derivatives Association, Inc.

“*ISDA Reporting Counterparty Rules*” means the rules identified in Appendix A hereto, as may be amended from time to time, for establishing a Reporting Counterparty under the circumstances where CFTC Regulation 45.8 does not determine a Reporting Counterparty (for example, because both counterparties are Swap Dealers or both counterparties are Major Swap Participants) as published by ISDA under the title “Dodd Frank Act – Swap Transaction Reporting Party Requirements” as such rules may be amended, restated, supplemented or otherwise modified or replaced from time to time.

“*ISV*” means independent software vendor.

“*Legal Entity Identifier*” has the meaning set forth in Part 45 of the CFTC Regulations.

“*Major Swap Participant*” has the meaning set forth in Section 1a(33) of the CEA and CFTC Regulations thereunder.

“*Managed Order*” shall have the meaning set forth in Rule 4003.D(b)(4).

“*Market Regulation Department*” means the department within the SEF managed and overseen by the Chief Compliance Officer that regulates compliance with the SEF Rules. For purposes of the SEF Rules, Market Regulation Department may, as applicable, also include any Regulatory Services Provider pursuant to a Regulatory Services Agreement.

“*MAT/Agency MBS Package Transactions*” has the meaning set forth in CFTC No-Action Letter 14-137.

“*MAT/Futures Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31.

“*MAT/MAT Cleared Package Transaction*” means a Package Transaction, all components of which are made available to trade and which is not a Clearing Exempt Transaction.

“*MAT/New Issuance Bond Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31.

“*MAT/Non-CFTC Swap Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31.

“*MAT/Non-MAT Cleared Package Transactions*” has the meaning set forth in CFTC No-Action Letter 15-55.

“*MAT/Non-MAT Uncleared Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31.

“*MAT/Non-Swap Instruments Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31, and shall, for the avoidance of doubt, exclude (1) U.S. Dollar Swap Spreads; (2) MAT/Futures Package Transactions; (3) MAT/Agency MBS Package Transactions; and (4) MAT/New Issuance Bond Package Transactions.

“*Material Adverse Change*” means a significant event that negatively affects the subject referenced.

“*Material Conflict of Interest*” has the meaning specified in Rule 2500(a).

“*Member*” has the meaning specified in Section 1a(34) of the CEA and CFTC Regulation 1.3, and shall include for purposes of the SEF Rules all Participants (including Sponsoring Participants) and all Sponsored Participants.

“*Membership Interests*” means financial institutions that vary as to their jurisdiction of organization, size, registration and regulatory status, primary business and business model.

“*Named Party in Interest*” means a Person that is identified by name as a subject of any matter being considered by the Board, any committee established by the Board (including the Regulatory Oversight Committee) or any SEF Panel.

“*NFA*” means the National Futures Association.

“*Non-Directed Voice RFQ*” means a voice RFQ conducted in accordance with Rule 4003.D(b)(1).

“*Non-Self-Clearing*” means, with respect to a DCO and any particular Swap, a Participant, Sponsored Participant, Client or Customer that is not a Clearing Member with respect to the related DCO and Swap.

“*Notice of Charges*” has the meaning specified in Rule 6005(a).

“*Notice to Participants*” has the meaning specified in Rule 3108.

“*Obligation*” means any and all duties and/or responsibilities arising under each SEF Rule, order or procedure issued by the SEF (including Notices to Participants) and other requirements implemented by the SEF under the SEF Rules, including the terms and conditions of each Swap, as well as any contractual obligations between a Participant and the SEF.

“*Off-Book Ticket Functionality*” means the functionality provided within the OMS that allows for the execution of Permitted Cross Transactions away from the Order Book. This functionality is available to market participants only for Transactions in the Rates asset class and for Transactions that are non-deliverable forwards.

“*Officer*” has the meaning specified in Rule 2200.

“*Offsetting Transaction*” has the meaning specified in Rule 4013.A.(f).

“*Order*” means a firm bid or offer for a Swap.

“*Order Book*” means the trading systems operated by the SEF in which any Participant or any market participant acting through a Participant has the ability to enter multiple bids and offers, observe or receive bids and offers entered by other Participants, and transact on such bids and offers. All bids and offers on the Order Book shall be Orders (*i.e.*, firm bids or offers and not indications of interest or indicative quotes), and all Orders shall be displayed on the Order Book on an anonymous basis. Any market participant who wishes to connect to and use the Order Book may choose to do so, as more fully described in Rule 4003.B. The Order Book is available for all Swaps listed for trading by the SEF.

“*Order Book Waiver*” has the meaning specified in Rule 4003.B.(f)(2).

“*Order Management System*” or “*OMS*” means the SEF’s front-end system that houses the Order Book, as well as the SEF’s Off-Book Ticket Functionality. Market participants may connect to the OMS via a graphical user interface (GUI) or an application program interface (API), which allows third-party trading systems to interact with the OMS.

“*Package Transaction*” means a transaction involving two or more instruments: (1) that is executed between two or more counterparties; (2) that is priced or quoted as one economic transaction with simultaneous or near simultaneous execution of all components; (3) that has at least one component that is a Swap that is a Required Transaction; and (4) where the execution of each component is contingent upon the execution of all other components. No Swap is prohibited from being executed on the SEF by virtue of its being part of a Package Transaction. The categories of Package Transactions currently executed on the SEF are: (i) MAT/MAT Cleared Package Transactions; (ii) MAT/Non-MAT Cleared Package Transactions; and (iii) MAT/Non-MAT Uncleared Package Transactions. The categories of Package Transactions currently facilitated by the SEF are: (i) MAT/Non-Swap Instruments Package Transactions (MAT/Bonds only); (ii) US Dollar Swap Spreads; and (iii) MAT/Futures Package Transactions (MAT/Eurodollar Futures only). Such facilitation is done by the SEF’s providing an execution venue for the Swap legs and reference price information regarding the non-Swap legs. The reference price is made available to Participants for informational purpose only. The SEF does not execute the non-Swap legs of Package Transactions; the counterparties to any Package Transaction involving a non-Swap component must execute such non-Swap component away from the SEF.

“*Package Transaction (Order Book Exempt)*” is a Package Transaction for which the CFTC has granted currently-effective no-action relief or an exception or exemption from the requirements of Section 2(h)(8) of the CEA and/or CFTC Regulation 37.9. Pursuant to CFTC No-Action Letter 20-31, the following are Package Transactions (Order Book Exempt) until 11:59 p.m. (Eastern

Time) on November 15, 2022: (a) MAT/New Issuance Bond Package Transactions; (b) MAT/Futures Package Transactions; (c) MAT/Non-MAT Uncleared Package Transactions; (d) MAT/Non-Swap Instruments Package Transactions; and (e) MAT/Non-CFTC Swap Package Transactions. If any such no-action relief is extended, upon and to the extent of such extension, the relevant Package Transaction will continue to be a Package Transaction (Order Book Exempt) for purposes of the SEF Rules.

“*Participant*” means any Person, other than an ISV, that has been admitted by the SEF as a “Participant” and that has been granted, and continues to have, Trading Privileges.

“*Participation Criteria*” means the criteria set forth in Rule 3000(a).

“*Permitted Cross Transaction*” means a Permitted Transaction submitted to the SEF for execution either directly or via an Execution Specialist following some form of permitted pre-arrangement or pre-negotiation between or among the parties.

“*Permitted Transaction*” shall have the meaning provided in CFTC Regulation 37.9(c)(1).

“*Person*” means a natural person or an entity.

“*Personal Information*” means personally identifiable information or data concerning or relating to a Person’s employees, customers or prospective customers.

“*Prime Broker*” means a Participant that has authorized a Prime Broker Client to place Prime Brokerage Orders and execute Prime Broker Transactions on the SEF in the name of and on behalf of such Participant and that has been accepted by the SEF to act in such capacity.

“*Prime Broker Acknowledgement Letter*” shall have the meaning set forth in Rule 4105(b)(1).

“*Prime Broker Client*” means a Participant that has been identified by a Prime Broker in a Prime Broker Acknowledgment Letter to place Prime Brokerage Orders on the SEF and to execute Prime Broker Transactions in the name of and on behalf of such Prime Broker.

“*Prime Broker Limit*” means any limit, term or trading parameter established by a Prime Broker in respect of a Prime Broker Client, including credit limits and any categories of permissible Uncleared Swaps.

“*Prime Broker Transaction*” means a Permitted Cross Transaction in an Uncleared Swap executed on the SEF pursuant to Rule 4105 where one counterparty is a Prime Broker and the other is a Person (which may also be a Prime Broker) with which the Prime Broker has swap trading relationship documentation in place in accordance with the requirements of Rule 4013.B.

“*Prime Brokerage Order*” means an Order for a Prime Broker Transaction.

“*Proprietary Data*” means, with respect to any Person, any information that separately discloses business transactions, market positions or trade secrets of such Person.

“*Public Director*” means any Director who qualifies as a “Public Director” within the meaning of the By-Laws.

“*Recipient*” means a Participant who is a recipient of an RFQ.

“*Regulatory Oversight Committee*” or “*ROC*” means the committee described in Rule 2401.

“*Regulatory Services Agreement*” means the agreement(s) between the SEF and Regulatory Services Provider(s), under which market surveillance and trade practice surveillance functions are delegated to the Regulatory Services Provider.

“*Regulatory Services Provider*” means the organization, if any, which provides regulatory services to the SEF pursuant to a Regulatory Services Agreement. The SEF’s Regulatory Services Provider is currently the NFA.

“*Related Party*” has the meaning given in Rule 6028.

“*Reporting Counterparty*” has the meaning set forth in Part 45 of the CFTC Regulations.

“*Request for Quote*” or “*RFQ*” means a request by one Participant to at least such minimum number of Participants as may be required by CFTC Regulations from time to time for a market quote that shall constitute an Order.

“*Required Cross Transaction*” means a Required Transaction (other than a Block Trade or Package Transaction (Order Book Exempt)) (x) in which a Participant acting as a broker or dealer seeks to either execute against its Customer’s Order or execute two of its customers’ Orders against each other, and (y) that is submitted for execution on the Order Book, either directly or via an Execution Specialist, following some form of permitted pre-arrangement or pre-negotiation.

“*Required Transaction*” shall have the meaning provided in CFTC Regulation 37.9(a)(1), as may be amended from time to time.

“*Resting Quote*” means any firm bid or offer displayed on the Order Book of the SEF.

“*Review Panel*” means a panel responsible for determining whether a reasonable basis exists for finding a violation of the SEF Rules or other provision of Applicable Law for which the SEF has disciplinary jurisdiction, and for authorizing the issuance of notices of charges against Persons alleged to have committed violations if the Review Panel believes that the matter should be adjudicated.

“*Risk Mitigation Sessions*” has the meaning specified in Rule 4018.

“*Rule*” or “*Rules*” means the rules, resolutions, interpretations, statements of policy, decisions, directives and orders of the SEF (including this Rulebook).

“*SEC*” means the U.S. Securities and Exchange Commission.

“*SEF*” means the swap execution facility operated by tpSEF Inc. or any successor thereto.

“*SEF Official*” means any Director or Officer of, or individual employed directly by, the SEF, the Regulatory Services Provider or any individual rendering similar services to the SEF under an administrative or similar agreement.

“*SEF Panel*” means any Review Panel, Disciplinary Panel, Appeals Panel or any other disciplinary or oversight panel of the SEF and any subcommittee thereof.

“*SEF Proceeding*” and “*SEF Proceedings*” means any inquiry, investigation, disciplinary proceeding or any appeal from a disciplinary proceeding, summary suspension or other summary actions.

“*SEF Rules*” means the rules of the SEF as set forth herein, as may be amended from time to time by the SEF.

“*Self-Clearing*” means, as to any DCO and Swap, a Participant, Sponsored Participant, Client or Customer that is a Clearing Member of the relevant DCO with respect to such Swap.

“*Self-Regulatory Action*” means an Emergency Action or a SEF Proceeding.

“*Self-Regulatory Organization*” means the Financial Industry Regulatory Authority, the NFA or any other self-regulatory organization under the CFTC Regulations or the rules and regulations of the SEC.

“*Significant Action*” has the meaning specified in CFTC Regulation 1.69(a)(8).

“*Sponsored Participant*” means a third-party ECP that is extended Trading Privileges by a Sponsoring Participant pursuant to Rule 3110.

“*Sponsoring Participant*” means a Participant that extends Trading Privileges to a Sponsored Participant pursuant to Rule 3110.

“*Supervised Persons*” means Authorized Traders, directors, officers, employees or agents of any Participant or Sponsored Participant.

“*Swap*” means any “swap” as defined in CEA Section 1a(47) and CFTC Regulation 1.3 that has been listed for trading on the SEF.

“*Swap Data Repository*” or “*SDR*” has the meaning set forth in Section 1a(48) of the CEA.

“*Swap Dealer*” has the meaning set forth in Section 1a(49) of the CEA.

“*Swap Specification*” means, with respect to any Swap, the specifications for such Swap as set forth in Appendix B hereto, including any materials incorporated by reference therein.

“*System Protocol*” means the terms from time to time in force upon which a Participant may access a specific Trading Platform, including any supplemental written guidelines provided by the SEF to the Participant, as amended from time to time. The System Protocols shall be posted on the

SEF's website. In the event of any inconsistency between the provisions of any System Protocol and the Rules, the terms of the System Protocol shall prevail.

“*TAS Cross Transaction*” has the meaning given in Rule 4003.C.(a).

“*Terms Incorporated by Reference*” has the meaning given in Rule 4012.

“*tpSEF Risk Mitigation Procedures*” means the SEF's procedures for Risk Mitigation Sessions, which are attached hereto as Appendix C.

“*Trade Communication*” has the meaning given in Rule 4012.

“*Trading Hours*” means, for any Business Day, the hours specified in Rule 4000.A. below.

“*Trading Platform*” means any of the separate electronic central limit order books and other systems administered by or on behalf of the SEF for the trading of Contracts pursuant to specific System Protocols for each such system.

“*Trading Privileges*” means the right granted to a Participant by the SEF, or extended to a Sponsored Participant by a Sponsoring Participant, to issue and respond to RFQs or use the SEF for execution of Swaps, in each case acting through one or more Authorized Traders.

“*Transaction*” means any Swap transacted on the SEF in accordance with the SEF Rules or, in the case of an Uncleared Block Trade, transacted away from a SEF trading system or platform in accordance with the SEF Rules.

“*Uncleared Block Trade*” means a Block Trade other than a Cleared Block Trade.

“*Uncleared Swap*” means a Swap other than a Cleared Swap.

“*Untraded Initiator*” shall have the meaning set forth in Rule 9000(d)(2)(i)(B).

“*User ID*” means a unique identifier issued to each Authorized Trader of a Participant that enables the SEF to identify the individual.

“*U.S. Dollar Swap Spreads*” has the meaning set forth in CFTC No-Action Letter 15-55.

“*U.S. Treasury Security*” means a bond, note, bill or other evidence of indebtedness issued by the United States Treasury.

“*USP*” means a unique swap identifier created by the SEF pursuant to Part 45 of the CFTC Regulations.

“*Waiting Order*” has the meaning specified in Rule 4011(a)(2).

SECTION 2 SEF GOVERNANCE

Rule 2000 The SEF

The SEF is a corporation organized under the laws of the state of Delaware. The By-Laws of the SEF govern the management and operation of the SEF.

BOARD

Rule 2100 Board

- (a) The Officers shall manage the day-to-day business operations of the SEF. The Board has the power and authority to oversee, and to affirm, modify, suspend or overrule, any and all decisions and actions of any committees of the Board or any panel of Officers related to the day-to-day business operations of the SEF.
- (b) The Board will determine which Swaps are available from time to time for trading subject to the SEF Rules, and will approve specifications for such Swaps; provided that the Board may delegate the authority to approve such rules to a SEF committee or to one or more Officers of the SEF; provided, further, that certifications or applications with respect to such rules will be submitted to the CFTC as required by the CEA and any regulations thereunder.
- (c) The Board may act only by the decision of an absolute majority in number of the Directors by vote at a meeting, by unanimous written consent without a meeting, or as otherwise set forth in the By-Laws. In the event of an Emergency, which in the judgment of the CEO (or, if the CEO is not available, the most senior Officer that is available) requires immediate action, a special meeting of the Board may be convened without notice, consisting of those Directors who are immediately available in person or by telephone and can be joined in the meeting in person or by conference telephone. The actions taken at such a meeting shall be effective if at least a quorum of the Directors participates either personally or by conference telephone.
- (d) At all times, at least 35% of the Directors shall be Public Directors. Each Director (including Public Directors) shall be appointed in accordance with the By-Laws and shall serve until his or her successor is duly appointed or until his or her earlier resignation or removal, with or without cause. The Directors shall include members who have had relevant experience in some capacity (whether as a current or former employee, officer, director, principal, consultant, advisor, service provider or otherwise) working with or for a diversity of Membership Interests.
- (e) Each Director is entitled to indemnification pursuant to the By-Laws with respect to matters relating to the SEF.
- (f) To qualify as a Director, an individual must meet the qualifications for directors set forth in the By-Laws, and to qualify as a Public Director, an individual must meet the qualifications for "Public Directors" set forth in the By-Laws.

- (g) Without limitation of any other provisions of this Rule 2100, the provisions of Article III of the By-Laws shall be deemed to be part of the SEF Rules and shall be deemed to be incorporated herein, to the same extent and with the same force and effect as if set forth herein in their entirety.

OFFICERS

Rule 2200 Officers

- (a) The Board shall appoint a Chief Executive Officer and such other officers of the SEF (each of the foregoing, an “Officer,” and collectively, the “Officers”) as it may deem necessary or appropriate from time to time, in accordance with and as required by the By-Laws.
- (b) Any Officer may also be a director, officer, partner or employee of the SEF or any of its Affiliates.
- (c) The Officers shall have such powers and duties in the management of the SEF as the Board may prescribe from time to time.
- (d) Each Officer is entitled to indemnification pursuant to the By-Laws with respect to matters relating to the SEF.

Rule 2201 Chief Compliance Officer

- (a) Either the Board or the Chief Executive Officer shall appoint a Chief Compliance Officer. The Board shall approve the compensation of the individual appointed as Chief Compliance Officer. Removal of the Chief Compliance Officer shall require the approval of a majority of the Board. The SEF shall notify the CFTC of the removal of the Chief Compliance Officer and the appointment of any new Chief Compliance Officer, whether interim or permanent, within two (2) Business Days of such removal and appointment.
- (b) The Chief Compliance Officer’s duties shall include, but are not limited to, the following:
- (1) overseeing and reviewing the SEF’s compliance with Applicable Law, including, without limitation, Section 5h of the CEA and related CFTC Regulations;
 - (2) enforcing the SEF Rules;
 - (3) in consultation with the CEO and such others, including, without limitation, the Board and/or the Regulatory Oversight Committee, as deemed appropriate and necessary, resolving any conflicts of interest that may arise, including: (i) conflicts between business considerations and compliance requirements; (ii) conflicts between business considerations and the requirement that the SEF provide fair, open and impartial access as set forth in the CFTC Regulations; and (iii) conflicts between the SEF’s management and members of the Board;
 - (4) establishing and administering requisite written policies and procedures reasonably designed to prevent violations of the CEA and CFTC Regulations;

- (5) taking reasonable steps to ensure compliance with the CEA and CFTC Regulations;
 - (6) establishing procedures for the remediation of noncompliance issues identified by the Chief Compliance Officer through compliance office reviews, look-backs, internal or external audit findings, self-reported errors or validated complaints;
 - (7) establishing and following appropriate procedures for the handling, management response, remediation, retesting and closing of noncompliance issues;
 - (8) establishing and administering a compliance manual designed to promote compliance with Applicable Law and a written code of ethics designed to prevent ethical violations and to promote honesty and ethical conduct;
 - (9) supervising the SEF's self-regulatory program with respect to trade practice surveillance, market surveillance, real-time market monitoring, compliance with audit trail requirements, enforcement and disciplinary proceedings, audits, examinations and other regulatory responsibilities with respect to Participants, Customers, Clients and other market participants (including seeking to ensure compliance with, if applicable, financial integrity, financial reporting, sales practice, recordkeeping and other requirements);
 - (10) supervising the effectiveness and sufficiency of any regulatory services provided to the SEF by a Regulatory Services Provider; and
 - (11) preparing and filing the annual compliance report as required under the CEA and applicable CFTC Regulations.
- (c) The Chief Compliance Officer shall have available to him or her at all times the authority and the resources of the Market Regulation Department and such other resources as may be necessary to develop and enforce policies and procedures necessary to fulfill the duties set forth for chief compliance officers of swap execution facilities in the CEA and the CFTC Regulations. The Chief Compliance Officer shall have supervisory authority over all staff of the Market Regulation Department and all other compliance staff.
- (d) The Chief Compliance Officer shall report directly to the Board. The Chief Compliance Officer shall have the authority to inspect the books and records of all Participants and the authority to require any Participant to appear before him or her and produce its books and records and answer questions regarding alleged violations of the SEF Rules or other provision of Applicable Law for which the SEF has disciplinary jurisdiction, at the time, place and in the manner it designates. The Chief Compliance Officer may also delegate such authority to staff of the Market Regulation Department and/or the Regulatory Services Provider.

QUALIFICATIONS

Rule 2300 Qualification of Chief Compliance Officer

- (a) The Chief Compliance Officer shall have the background and skills appropriate for fulfilling the responsibilities of the position.
- (b) The Chief Compliance Officer may not be disqualified from registration pursuant to Section 8a(2) or (3) of the CEA.

Rule 2301 Qualifications of Directors, Panel Members, Committee Members and Officers

- (a) A Director or Officer must meet the qualifications set forth from time to time in the By-Laws.
- (b) An individual may not serve as a Director or an Officer, hold a 10% or more ownership interest in the SEF or serve on a committee established by the Board (including the Regulatory Oversight Committee) or any SEF Panel if the individual:
 - (1) within the prior three (3) years has been found by a final decision of the SEF, a Self-Regulatory Organization, an administrative law judge, a court of competent jurisdiction or a Government Agency to have committed a Disciplinary Offense;
 - (2) within the prior three (3) years has entered into a settlement agreement in which any of the findings or, in the absence of such findings, any of the acts charged, included a Disciplinary Offense;
 - (3) is currently suspended from trading on a DCM, is suspended or expelled from membership in a Self-Regulatory Organization, is serving any sentence or probation or owes any portion of a fine or penalty related to either:
 - (i) a finding of a Disciplinary Offense by a final decision of the SEF, a Self-Regulatory Organization, an administrative law judge, a court of competent jurisdiction or a Government Agency; or
 - (ii) a settlement agreement in which any of the findings or, in the absence of such findings, any of the acts charged included a Disciplinary Offense;
 - (4) is currently subject to an agreement with a Government Agency, the SEF or a Self-Regulatory Organization not to apply for registration with the Government Agency or for membership in the SEF or the Self-Regulatory Organization;
 - (5) is currently, or within the past three (3) years has been, subject to a revocation or suspension of registration by the CFTC for any reason;
 - (6) has been convicted of a felony listed in Section 8a(2)(D)(ii) through (iv) of the CEA; or

- (7) is currently subject to a denial, suspension or disqualification from serving on a disciplinary committee, arbitration panel or governing board of any self-regulatory organization as that term is defined in Section 3(a)(26) of the Exchange Act.
- (c) Any Director, Officer, member of a committee established by the Board, any SEF Panel member, any individual nominated to serve in any such role or any individual authorized by the Regulatory Oversight Committee to take summary action shall immediately notify the Chief Executive Officer or the Chief Compliance Officer if such individual meets one or more of the criteria in Rule 2301(b).
- (d) For purposes of Rule 2301(b), the terms “final decision” and “settlement agreement” have the meanings set forth in CFTC Regulation 1.63(a).

BOARD COMMITTEES

Rule 2400 [Reserved]

Rule 2401 Regulatory Oversight Committee

- (a) The Regulatory Oversight Committee of the Board shall be composed entirely of Public Directors appointed by the Board.
- (b) Each member of the Regulatory Oversight Committee shall serve for a term of two (2) calendar years from the date of his or her appointment or until such Person ceases to be Public Director or until removed from the ROC by the Board. A member of the Regulatory Oversight Committee may serve for multiple terms.
- (c) The Regulatory Oversight Committee shall oversee the SEF’s regulatory program on behalf of the Board. The Board shall delegate sufficient authority, dedicate sufficient resources, and allow sufficient time for the Regulatory Oversight Committee to fulfill its mandate. It shall make such recommendations to the Board that, in its judgment, will best promote the interests of the SEF. The Regulatory Oversight Committee shall also have such other powers and perform such other duties as set forth in the SEF Rules and as the Board may delegate to it from time to time.
- (d) Without limiting the generality of the foregoing, the Regulatory Oversight Committee shall have authority to:
 - (1) monitor the regulatory program of the SEF for sufficiency, effectiveness, and independence; and
 - (2) oversee all facets of the regulatory program.
- (e) The Regulatory Oversight Committee reports to the Board.

CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

Rule 2500 Conflicts of Interest Relating to Self-Regulatory Actions

- (a) A Director, Officer, SEF Panel member or other Person authorized to exercise the SEF's authority concerning a Self-Regulatory Action who has a Material Conflict of Interest between (i) his or her exercise of authority concerning a Self-Regulatory Action, and (ii) his or her personal interests (each, an "Interested Person"), may not (x) participate in any deliberations or vote of the Board (which includes for purposes hereof a Board committee) or SEF Panel, or (y) exercise any authority, with respect to the Self-Regulatory Action involving his or her personal interest, except as described below.

For purposes of this Rule 2500, a Director, Officer, SEF Panel member or other Person has a "Material Conflict of Interest" when such Director, Officer, SEF Panel member or other Person:

- (1) is named as a respondent or potential respondent or a witness or potential witness in a Self-Regulatory Action;
 - (2) is an employer, employee, fellow employee or an Affiliate of a respondent or potential respondent or a witness or potential witness in the Self-Regulatory Action;
 - (3) has any significant, ongoing business relationship with a respondent or potential respondent or a witness or potential witness in the Self-Regulatory Action;
 - (4) has a Family Relationship with a respondent or potential respondent or a witness or potential witness in a Self-Regulatory Action (including the individual's spouse, co-habitator, former spouse, parent, stepparent, child, step child, sibling, stepbrother, stepsister, grandparent, grandchild, uncle, aunt, nephew, niece, father-in-law, mother-in-law, brother-in-law or sister-in-law); and/or
 - (5) is involved in any other circumstance that gives rise to a conflict between the Director's, Officer's, panel member's or other Person's exercise of authority concerning a Self-Regulatory Action and his or her personal interests.
- (b) Before considering any Self-Regulatory Action, an Interested Person, or a Director, Officer, SEF Panel member or other Person authorized to exercise the SEF's authority concerning a Self-Regulatory Action that believes he or she is or may be an Interested Person, must disclose in writing to the Board the material facts concerning his or her relationship or interest in the matter. Following such disclosure, the Board shall determine whether any Person that believes he or she is or may be an Interested Person actually is an Interested Person. Notwithstanding any contrary determination by the Board, any Person that believes he or she is or may be an Interested Person may recuse himself or herself from deliberations and voting or the exercise of authority pursuant to Rule 2500(a) above upon his or her election.
- (c) Any Interested Person who would be required otherwise to abstain from deliberations and voting or the exercise of authority pursuant to Rule 2500(a) above as a result of having

Material Conflict of Interest may participate in deliberations, prior to a vote on the matter, if:

- (1) the material facts about the Interested Person's interest in the matter are disclosed or known to the Board or SEF Panel;
 - (2) the Board determines that the participation by the Interested Person would be consistent with the public interest; and
 - (3) a majority of the Directors (excluding any Interested Persons) vote to allow the Interested Person to participate in deliberations on the matter.
- (d) If a determination is made pursuant to Rule 2500(c) that an Interested Person may participate in deliberations prior to a vote, then the minutes of the meeting of the Board or committee thereof will reflect the determination and the reasons for the determination.
- (e) If a determination is made that all Directors are Interested Persons with respect to a matter subject to a vote by the Board, the Chief Executive Officer (unless the Chief Executive Officer is an Interested Person, in which case the most senior Officer who is not an Interested Person) will appoint a panel of individuals who are not Interested Persons with respect to such matter, which will have the same authority and powers over such matter that the Board would have if the Directors were not Interested Persons with respect to such matter.

Rule 2501 Voting by Interested Parties

- (a) Relationship with Named Party in Interest.
- (1) A member of the Board, any committee established by the Board (including the ROC) or any SEF Panel must abstain from such body's deliberations and voting on any matter involving a Named Party in Interest where such member:
 - (i) is a Named Party in Interest;
 - (ii) is an employer, employee or fellow employee of a Named Party in Interest;
 - (iii) is associated with a Named Party in Interest through a "broker association" as defined in CFTC Regulation 156.1;
 - (iv) has any other significant, ongoing business relationship with a Named Party in Interest, not including relationships limited to executing futures or option transactions opposite of each other or to clearing futures or option transactions through the same clearing member; or
 - (v) has a Family Relationship with a Named Party in Interest.
 - (2) Prior to the consideration of any matter involving a Named Party in Interest, each member of the Board, any committee established by the Board (including the ROC)

or any SEF Panel must disclose to the Chief Compliance Officer whether he or she is a Named Party in Interest or has one of the relationships listed in Rule 2501(a)(1)(ii)-(v) above with a Named Party in Interest.

- (3) The following procedure will apply with respect to any matter involving a Named Party in Interest under this Rule 2501:
 - (i) In its sole discretion, the Chief Compliance Officer, in consultation with the ROC (excluding any potentially interested members of the ROC), shall determine whether any member of the Board, any committee established by the Board (including the ROC) or a SEF Panel is required to abstain from deliberations and voting on the matter.
 - (ii) The determination of the Chief Compliance Officer will take into consideration the exigency of the matter and shall be based upon: (x) information provided by the member pursuant to Rule 2501(a)(2), and (y) any other source of information that is held by and reasonably available to the SEF.
- (4) Notwithstanding any contrary determination made in accordance with Rule 2501(a)(3), any Person that believes he or she is or may be a Named Party in Interest or has or may have one of the relationships listed in Rule 2501(a)(1)(ii)-(v) above with a Named Party in Interest may recuse himself or herself from deliberations and voting on the relevant matter involving a Named Party in Interest.

(b) Financial Interest in Significant Action.

- (1) A member of the Board, any committee established by the Board (including the ROC) or any SEF Panel must abstain from such body's deliberations and voting on any Significant Action if the member knowingly has a direct and substantial financial interest in the result of the vote based upon either exchange or non-exchange positions that could reasonably be expected to be affected by the action.
- (2) Prior to the consideration of any Significant Action, each member of the Board, any committee established by the Board (including the ROC) or any SEF Panel must disclose to Chief Compliance Officer any Disclosable Financial Interest that is known to such member. This requirement does not apply to members who choose to abstain from deliberations and voting on the subject Significant Action.
- (3) The Chief Compliance Officer will independently require a member of the Board, any committee established by the Board (including the ROC) or any SEF Panel to abstain from both the deliberations and voting by the Board, committee or SEF Panel on any Significant Action if the Chief Compliance Officer, in consultation with the ROC (excluding any potentially interested members of the ROC), determines that the member has a direct and substantial financial interest in the result of the vote. The determination of the Chief Compliance Officer must include a review of the member's Disclosable Financial Interest, take into consideration the exigency of the Significant Action and should be based upon: (x) the most recent

large trader reports and clearing records available to the SEF; (y) information provided by the member with respect to any Disclosable Financial Interest pursuant to Rule 2501(b)(2); and (z) any other source of information that is held by and reasonably available to the SEF.

- (4) The Board, any committee established by the Board (including the ROC) or any SEF Panel may permit a member to participate in deliberations prior to a vote on a Significant Action for which deliberations such member otherwise would be required to abstain, pursuant to this Rule 2501(b), if such participation would be consistent with the public interest and the member recuses himself or herself from voting on such action.
- (5) In making a determination as to whether to permit a member to participate in deliberations on a Significant Action for which such member otherwise would be required to abstain, the deliberating body shall consider the following factors:
 - (i) Whether the member's participation in deliberations is necessary for the deliberating body to achieve a quorum in the matter, and
 - (ii) Whether the member has unique or special expertise, knowledge or experience in the matter under consideration.

Prior to making any such determination, the relevant deliberating body must fully consider the position information that is the basis for the member's direct and substantial financial interest in the result of a vote on a Significant Action.

- (6) The Board, Board committees and SEF Panels must reflect in their minutes or otherwise document that the conflicts determination procedures required by this Rule 2501 have been followed. Such records also must include:
 - (i) The names of all members who attended the meeting in person or who otherwise were present by electronic means;
 - (ii) The name of any member who voluntarily recused himself or herself or was required to abstain from deliberations and/or voting on a matter and the reason for the recusal or abstention, if stated; and
 - (iii) Information on the position information that was reviewed for each member.

Rule 2502 Restrictions on Certain Persons who Possess Confidential Information; Improper Use or Disclosure of Confidential Information

- (a) No Director, Officer, member of any committee or panel established by the Board or any employee or consultant of the SEF shall use or disclose, either during his or her association with the SEF or thereafter, for any purpose other than the performance of his or her official duties and responsibilities as a Director, Officer, committee or panel member or employee or consultant any confidential information (including any material, non-public

information) obtained as a result of the individual's duties and responsibilities as a Director, Officer, committee or panel member or employee or consultant. Any Director, Officer, committee or panel member or employee or consultant in possession of confidential information shall take all appropriate steps to safeguard the information and to protect it against disclosure, misuse, espionage, loss and theft.

- (b) Notwithstanding Rule 2500(a), a Director, Officer, member of any committee or panel established by the Board or employee or consultant of the SEF may disclose confidential information (i) in the course of his or her official duties; (ii) to any Self-Regulatory Organization, DCO, court of competent jurisdiction or representative of any agency or department of the federal or state government acting in his or her official capacity; (iii) if such information is or becomes a matter of public knowledge through no fault of the Director, Officer, member of any committee or panel established by the Board or employee or consultant; or (iv) as required pursuant to Applicable Law.
- (c) No Director, Officer, or member of any committee or panel established by the Board, no employee of the SEF and no consultant to the SEF shall:
 - (1) trade for such Person's own account, or for or on behalf of any other account, on the basis of any material, non-public information obtained through the performance of such Person's official duties;
 - (2) use or disclose, for any purpose other than the performance of such Person's official duties, any confidential information obtained by such Person as a result of such Person's official duties; *provided, however*, that this Rule shall not prohibit any disclosures that are expressly permitted pursuant to Rule 2502(b); or
 - (3) trade, directly or indirectly, in (i) any Swap traded on the SEF, (ii) any related commodity interest (as defined in CFTC Regulation 1.59(a)), or (iii) any commodity interest traded on any DCM or SEF or cleared by any DCO if such Person has access to material non-public information concerning such commodity interest.

SERVICE AGREEMENTS

Rule 2600 Services Agreement with a Regulatory Services Provider

- (a) The SEF may enter into a Regulatory Services Agreement with a Regulatory Services Provider to perform certain surveillance, investigative, and regulatory functions under the SEF Rules and the SEF may provide information to the Regulatory Services Provider in connection with the performance of those functions.
- (b) The SEF shall retain ultimate decision-making authority with respect to any functions that are contracted to a Regulatory Services Provider and shall remain responsible for the performance of any Regulatory Services received.

Rule 2601 Services Agreement with Other Service Providers

The SEF, in its discretion, may enter into services agreements with service providers of its choosing to perform functions under the SEF Rules, and may provide information to such service providers in connection with the performance of those functions.

Rule 2602 Prohibited Use of Data Collected for Regulatory Purposes

The SEF will not use for business or marketing purposes any Proprietary Data or Personal Information it collects or receives, from or on behalf of any Person, for the purpose of fulfilling its regulatory obligations unless the Person from whom it collects or receives such data or information clearly consents to the SEF's use of such data or information in such manner by providing a separate signed consent prior to such use. The SEF will not condition access to its market(s) or market services on a Person's consent to the SEF's use of Proprietary Data or Personal Information for business or marketing purposes. The SEF, where necessary for regulatory purposes and as permitted by Applicable Law, may share such data or information with one or more DCOs, swap execution facilities or DCMs registered with the CFTC. In such an event, the SEF will request the DCO, swap execution facility or DCM to maintain the confidentiality of any such information in the same manner as the DCO, swap execution facility or DCM would protect its own proprietary data.

**SECTION 3
PARTICIPANT ACCESS RULES**

QUALIFICATIONS

Rule 3000 Qualifications

- (a) To be eligible for admission as a Participant, an applicant must satisfy the following criteria (the “Participation Criteria”):
 - (1) is an ECP;
 - (2) is of good reputation and business integrity;
 - (3) maintains adequate financial resources and credit, has adequate capacity to meet its financial obligations and has not filed for bankruptcy;
 - (4) if it is an entity, is validly organized, in good standing and authorized by its governing body and, if relevant, documents of organization, to act as a Participant and comply with its obligations under the SEF Rules and doing so will not violate any material agreement by which it is bound or require any consents not already obtained;
 - (5) is not prohibited from using the services of the SEF for any reason whatsoever;
 - (6) holds all registrations required under Applicable Law, including, without limitation, any introducing broker, futures commission merchant, and/or swap dealer registration (each as defined in the CEA and CFTC Regulations), and if required pursuant to Applicable Law, is a member of the NFA;
 - (7) is not subject to statutory disqualification under Section 8a(2) of the CEA; and
 - (8) satisfies any other criteria that the SEF may require from a Participant to enable the SEF to perform its responsibilities as a Self-Regulatory Organization, comply with Applicable Law or provide services, provided such criteria are impartial, transparent and applied in a fair and nondiscriminatory manner.
- (b) Each Participant intending to trade Cleared Swaps for its own account must either be (i) Self-Clearing with respect to the DCO where the Cleared Swaps it will trade are cleared, or (ii) if it is Non-Self-Clearing, have a clearing account with a Clearing Firm and be permitted by the related Clearing Firm to clear such Swaps at such DCO through such Clearing Firm.
- (c) Each Participant that is an Account Manager, Introducing Broker or Sponsoring Participant must ensure that each of its Clients, Customers or Sponsored Participants (as applicable) intending to trade Cleared Swaps meets the requirements of Rule 3000(b) above.

- (d) Participants are prohibited from entering Orders or Transactions in Cleared Swaps on the SEF on behalf of any party (whether the Participant itself or its Client, Customer or Sponsored Participant) that is Non-Self-Clearing unless such party has a relationship with a Clearing Firm as described in Rule 3000(b)(ii) that covers the relevant Order or Transaction.
- (e) The SEF shall review any financial filings and notices made by its Participants pursuant to the SEF Rules to determine whether they continue to qualify as ECPs. If any Client or Customer of an Account Manager or Introducing Broker is not also a Participant, the SEF shall obtain from the applicable Account Manager or Introducing Broker a representation that such Client or Customer is an ECP, which will be deemed repeated each time the applicable Account Manager or Introducing Broker transacts on the SEF on behalf of such Client or Customer.
- (f) Upon request of the SEF or its Regulatory Services Provider, each Participant (and each Authorized Trader) shall promptly provide to the Market Regulation Department or the Regulatory Services Provider (i) the names of its Customers, Client or Sponsored Participants (if applicable) and (ii) such information about Authorized Traders as the SEF requests.
- (g) The SEF may from time to time establish different categories of Participants receiving access to the SEF. Participants receiving comparable access to, or services from, the SEF will be subject to comparable fee structures.
- (h) Consistent with Applicable Law, the SEF will provide access to its trading platform and services on a fair and nondiscriminatory basis to any ECP that complies with the SEF's documentation and eligibility requirements as set forth in the SEF Rules.

PARTICIPANT APPLICATION AND ONGOING PARTICIPANT MATTERS

Rule 3100 Application Requirements

A Person that wishes to become a Participant of the SEF must:

- (a) Submit to the SEF an accurate and complete application and execute and deliver any applicable agreements and other documents as may be required by the SEF from time to time;
- (b) if it is an entity, provide a copy of all formation documents including any amendments thereto if requested by the SEF;
- (c) if it is an applicant organized or located outside of the United States, enter into a written agreement acceptable to the SEF appointing a third party as its U.S. agent for service of process for purposes of CFTC Regulation 15.05, and shall provide the SEF with a copy of the agreement;
- (d) provide such other information as may be requested by the SEF; and

- (e) provide (i) written or electronic confirmation of its status as an ECP, and (ii) with respect to any Client, Customer or Sponsored Participant that is not also a Participant and on whose behalf it wishes to trade on the SEF, a representation that such Client, Customer or Sponsored Participant is an ECP, which representation will be deemed repeated each time the Participant transacts on the SEF, whether for its own account or on behalf of such Client, Customer or Sponsored Participant.

Rule 3101 Review of Application

- (a) The SEF shall review a prospective Participant's application and may ask for and review any additional information it deems relevant.
- (b) The SEF in its discretion may conduct an investigation of any applicant.

Rule 3102 Acceptance as a SEF Participant

- (a) If the SEF decides to admit an applicant as a Participant, it shall notify the applicant and state in such notice the date on which the applicant shall become a Participant.
- (b) Once admitted, a Participant shall continue at all times to satisfy all the Participation Criteria set forth in Rule 3000(a) and all other applicable eligibility criteria the SEF may specify from time to time.
- (c) Admission as a Participant only entitles the Participant to Trading Privileges and does not confer any right of ownership in the SEF, or right to attend or vote at meetings of the SEF, or right to share in the profits of the SEF.

Rule 3103 Denial, Conditioning or Termination of Participant Status

- (a) The SEF may deny, condition or terminate Participant status of any Person:
 - (1) if such Person is unable to satisfactorily demonstrate its ability to satisfy the Participation Criteria or any other eligibility criteria required to become or remain a Participant or any of the representations and warranties made by the Participant is untrue;
 - (2) if such Person is unable to satisfactorily demonstrate its capacity to adhere to all applicable SEF Rules and any other Applicable Law, including those concerning recordkeeping, reporting, financial requirements and trading procedures;
 - (3) if such Person fails to comply with any limitation placed by the SEF on such Person;
 - (4) if such Person commits a violation of the SEF Rules;
 - (5) if such Person would bring the SEF into disrepute as determined by the SEF in its sole discretion; or
 - (6) for such other reason the SEF may reasonably determine.

- (b) If the SEF decides to deny or condition an application for admission as a Participant, or terminate a Person's status as a Participant, the SEF shall promptly notify such Person (the "Affected Person") thereof in a writing sent to the address in the SEF application form or maintained in the SEF's records. Such Affected Person may, within seven (7) calendar days of receipt of such notification, request in writing that the SEF reconsider its determination.
- (c) Within thirty (30) calendar days of receiving the request for reconsideration, the SEF shall either confirm, reverse or modify the denial, conditioning or termination of the Affected Person as a Participant, and shall promptly notify the Affected Person accordingly in a writing sent to the address in the SEF application form or maintained in the SEF's records.
- (d) Any denials, conditionings or terminations implemented by the SEF pursuant to this Rule 3103 will be impartially enforced.
- (e) Any denial, conditioning or termination that represents a suspension, expulsion, disciplinary or access denial action or other adverse action within the meaning of Part 9 of the CFTC Regulations may (to the extent required thereby) be subject to review by the CFTC pursuant to Part 9 of the CFTC Regulations.

Rule 3104 Duty to Keep Current

- (a) If any material information in the Participant's application becomes outdated or otherwise is inaccurate or incomplete for any reason, the Participant must promptly update the application.
- (b) Within thirty (30) calendar days following the end of each calendar year, Participants shall review and revise, as necessary, all information provided in their applications and provide such revisions to the SEF.

Rule 3105 Withdrawal of Participant; Temporary Deactivation of Trading Privileges

- (a) To withdraw from the SEF, a Participant must notify the SEF of its withdrawal. Such withdrawal shall be accepted and effective immediately upon receipt of such notice by the SEF, provided that the SEF may, in its reasonable discretion, refuse to accept a Participant's withdrawal request or may postpone the effective date of withdrawal of a Participant if the SEF considers it necessary for the protection of the Participant's Customers, other Participants or otherwise in the interests of the SEF.
- (b) Upon the effectiveness of the withdrawal of a Participant, all rights and privileges of such Participant with respect to the SEF shall terminate (including, without limitation, Trading Privileges). Notwithstanding the accepted withdrawal of a Participant, the withdrawn Participant, and any Client, Customer or Sponsored Participant thereof, shall remain bound by the SEF Rules and subject to the jurisdiction of the SEF with respect to any and all matters arising from, related to or in connection with, the status, actions or omissions of such Person prior to such withdrawal and must cooperate in any SEF Proceeding as if the former Participant were still a Participant.

- (c) Notwithstanding the foregoing, a Participant may request, in writing, that the SEF temporarily deactivate its Trading Privileges. The SEF may approve or deny any such request in its sole discretion, and may approve any such request on such terms as the SEF shall determine in its sole discretion. Upon approval of any such request, the Participant's Trading Privileges shall be deactivated and the Participant will not be permitted to execute Transactions on the SEF or otherwise access the SEF until its Trading Privileges have been reinstated by the SEF. The Participant shall incur no new fees during the period of its deactivation.

Rule 3106 Dissolution of Participants

Upon dissolution of a Participant, all rights and privileges of such Participant with respect to the SEF shall terminate, but all obligations of such Participant shall survive.

Rule 3107 Jurisdiction and Application of SEF Rules

- (a) Prior to obtaining access to the SEF and each time a Participant, Customer, Client, Sponsored Participant or any other Person initiates or executes a transaction on or subject to the SEF Rules, directly or through an intermediary, such Participant, Customer, Client, Sponsored Participant or other Person and any Supervised Person acting on its behalf shall be deemed to have expressly:
- (1) consented to the jurisdiction of the SEF with respect to any and all matters arising from, related to, or in connection with, the status, actions or omissions of such Person;
 - (2) agreed to be bound by, and comply with, the SEF Rules and all Obligations, the DCO Rules and Applicable Law, in each case to the extent applicable to it;
 - (3) agreed to assist the SEF in complying with its legal and regulatory obligations, cooperate with the SEF, its Regulatory Services Provider(s) and the CFTC in any inquiry, investigation, audit, examination or proceeding, and authorizes the SEF to provide information regarding it to any Regulatory Services Provider, the CFTC or any Self-Regulatory Organization.
- (b) At the time any Clearing Firm executes a Clearing Firm Agreement, such Clearing Firm shall be deemed to have expressly:
- (1) consented to the jurisdiction of the SEF with respect to any and all matters arising from, related to, or in connection with, the status, actions or omissions of such Person;
 - (2) agreed to be bound by, and comply with, the SEF Rules and all Obligations, the DCO Rules and Applicable Law, in each case to the extent applicable to it;
 - (3) agreed to assist the SEF in complying with its legal and regulatory obligations, cooperate with the SEF, its Regulatory Services Provider(s) and the CFTC in any inquiry, investigation, audit, examination or proceeding, and authorizes the SEF to

provide information regarding it to any Regulatory Services Provider, the CFTC or any Self-Regulatory Organization.

- (c) Any Person (including any Authorized Trader) whose access to the SEF is suspended for any period, and, if applicable, any Client, Customer or Sponsored Participant thereof, remains subject to the SEF Rules and to the jurisdiction of the SEF throughout the period of suspension and must cooperate in any SEF Proceeding. Any Person whose access to the SEF is revoked or terminated, and, if applicable, any Client, Customer or Sponsored Participant thereof, shall remain bound by the SEF Rules and subject to the jurisdiction of the SEF, with respect to any and all matters arising from, related to or in connection with, the status, actions or omissions of such Person prior to such revocation or termination and must cooperate in any SEF Proceeding.

Rule 3108 Notices to Participants

- (a) The SEF shall publish a notice with respect to each addition to, modification or clarification of the SEF Rules or of any action to implement any SEF Rules on the SEF's website or via an electronic mail distribution to enable each Participant to become aware of and familiar with, and to implement any necessary preparatory measures to be taken by it with respect to, such addition or modification, prior to the effective date thereof (each a "Notice to Participants"). For purposes of publication in accordance with the first sentence of this Rule 3108, it shall be sufficient (without limiting the discretion of the SEF as to any other reasonable means of communication) if a Notice to Participants is published on the SEF's website.
- (b) Any Notice to Participants published on the SEF's website or otherwise provided to Participants shall be deemed to have been made to all of a Participant's Supervised Persons, Clients, Customers and Sponsored Participants.
- (c) Each Participant is required to review the "Notices to SEF Participants" section of the SEF's website to make itself aware of material changes to the SEF Rules or other notices that may affect its rights and obligations as a Participant, and is responsible for conveying such information to its Supervised Persons, Clients, Customers and Sponsored Participants in accordance with Rule 3114(c).

Rule 3109 Authorized Traders

- (a) Each Participant shall designate one or more Authorized Trader(s), which, in the case of a Sponsoring Participant, may include any Person appointed, employed or authorized by a Sponsored Participant as provided in Rule 3110. Participants shall be responsible to the SEF for acting with reasonable care in granting Authorized Trader status to any individual.
- (b) By agreeing to become an Authorized Trader, an individual is deemed to expressly consent to the jurisdiction of the SEF and agrees to be bound by the duties and responsibilities of an Authorized Trader and to be subject to, and comply with, the SEF Rules and Obligations. Among other duties and responsibilities that the SEF may impose, an Authorized Trader must:

- (1) have the authority, at the SEF's request, to adjust or withdraw any Order or Transaction submitted under any User ID assigned to him or her;
 - (2) conduct activity under any User ID assigned to him or her in compliance with all SEF Rules and Obligations; and
 - (3) ensure he or she has been assigned his or her own User ID.
- (c) To designate an Authorized Trader, a Participant must follow the procedures established by the SEF. The SEF may establish criteria that individuals must fulfill to become an Authorized Trader.
 - (d) The SEF will maintain a list of all designated Authorized Traders for each Participant.
 - (e) The SEF may, in its sole discretion, refuse to approve an Authorized Trader or revoke or suspend the designation of an individual as Authorized Trader to protect other Participants and the integrity of the SEF or for any other reason and shall promptly notify the related Participant of such action.
 - (f) To request the termination of the designation of an individual as Authorized Trader, the Participant must follow the procedures established by the SEF.
 - (g) Each Authorized Trader shall be identified to the SEF in the manner prescribed by the SEF and shall be subject to the SEF Rules. It is the duty of the Participant to ensure that each Authorized Trader registration is current and accurate at all times.
 - (h) Without limiting the foregoing, prior to accessing the SEF each Authorized Trader consents to abide by the SEF Rules and Applicable Law and each Participant will ensure on an ongoing basis that: (i) none of its Authorized Traders is subject to a disqualification pursuant to any Applicable Law (unless an appropriate exemption has been obtained with respect thereto); (ii) each of its Authorized Traders will be technically proficient; (iii) each of its Authorized Traders will conduct its business in a fair and equitable manner; and (iv) each of its Authorized Traders will comply with the SEF Rules and Obligations and conduct its business in accordance with Applicable Law.

Rule 3110 Sponsored Access

- (a) A Sponsoring Participant may extend Trading Privileges to one or more Sponsored Participants. If the Sponsoring Participant is not the Sponsored Participant's Clearing Firm, the Sponsoring Participant will provide all relevant clearing information to the SEF on behalf of the Sponsored Participant. Each Sponsored Participant shall designate one or more Authorized Traders to transact on the SEF.
- (b) The Sponsoring Participant is responsible for all RFQs, Orders, and Transactions placed by any Person acting on behalf of or in the name of the Sponsored Participant on the SEF as if such Orders or Transactions were placed by the Sponsoring Participant (whether or not the Sponsoring Participant was aware of and/or had approved the placing of such Orders or Transactions). Any execution occurring as a result of an Order or Transaction

entered by a Sponsored Participant shall be binding in all respects on the Sponsoring Participant.

- (c) The Sponsoring Participant must monitor the Sponsored Participant's access to the SEF and activity on the SEF, including, but not limited to, the entry, cancellation or other processing of Orders, risk management, trade reporting, clearing and settlement of Transactions.
- (d) The Sponsored Participant is not a Participant of the SEF. The SEF has no liability to, and the SEF owes no duties or obligations to, nor has any responsibility for, the Sponsored Participant. Notwithstanding anything herein to the contrary, the Sponsored Participant and any other Person using a User ID or login credentials linked to a Participant will be subject to, and must comply with, the SEF Rules, and may be subject to Disciplinary Action by the SEF for any violation or attempted violation of the SEF Rules or provisions of Applicable Law for which the SEF has disciplinary jurisdiction. The Sponsored Participant will be deemed to have represented and warranted that it is an ECP and that it has all registrations, licenses and consents required under Applicable Law. The Sponsoring Participant further agrees to cooperate with the SEF, or any other regulator, in connection with any inquiry regarding the Sponsored Participant's access and activities relating to the SEF and, in connection with such inquiry, the Sponsoring Participant shall ensure the cooperation of the Sponsored Participant and procure that the Sponsored Participant is contractually bound to cooperate with the SEF or any other regulator.
- (e) The Sponsoring Participant shall ensure that:
 - (1) the Sponsored Participant, its directors, members, officers, employees and agents comply with Applicable Law and the policies and procedures issued or approved by the SEF and with all of the duties and/or obligations imposed on Participants under the SEF Rules as if the Sponsored Participant were a Participant for such purposes, except with respect to any such duties and/or obligations which manifestly only relate to the Sponsoring Participant;
 - (2) the Sponsored Participant takes reasonable security precautions to prevent unauthorized access to and use of the SEF, including unauthorized entry of information on the SEF and unauthorized use of information and data made available by the SEF; and
 - (3) the Sponsored Participant uses any market data for its own internal purposes only and only in accordance with the SEF Rules.
- (f) The SEF shall obtain from each Sponsoring Participant a representation that each of its Sponsored Participants will be an ECP at the time each such Sponsored Participant transacts on the SEF.
- (g) The SEF will promptly notify a Sponsoring Participant in writing of its approval, or refusal to approve, the designation of a Sponsored Participant. The SEF may, in its sole discretion, revoke, limit, restrict or suspend the designation of a Sponsored Participant, and shall notify the Participant of such action in accordance with SEF procedures.

- (h) A Sponsoring Participant that seeks to terminate the designation of a Sponsored Participant shall notify the SEF in writing, providing such information as the SEF may require. The SEF shall terminate the Sponsored Participant's access to the SEF in accordance with procedures established by the SEF.

Rule 3111 [Reserved]

Rule 3112 Introducing Brokers

- (a) An Introducing Broker will be permitted to introduce Orders and execute Transactions on the SEF on behalf of a Customer (which may include another Participant or an Account Manager acting on behalf of a Client) where such Customer has so authorized the Introducing Broker. Any time an Introducing Broker introduces an Order or Transaction on the SEF on behalf of a Customer, such Introducing Broker shall be deemed to represent that the Customer on whose behalf it is acting has granted the Introducing Broker such authorization. An Introducing Broker shall provide the SEF with such notice and/or proof of such Customer authorization as the SEF may request from time to time.
- (b) If authorized, an Introducing Broker may enter any Order, submit a Block Trade, or introduce to the SEF for execution any Transaction, permissible under the SEF Rules on behalf of such Customer.
- (c) Each Customer shall be the principal to all executed Transactions resulting from Orders submitted by an Introducing Broker to the SEF on such Customer's behalf (other than where the Customer is a Prime Broker Client executing a Prime Broker Transaction in the name of and on behalf of a Prime Broker, in which case the relevant Prime Broker shall be principal to such Transaction).

Rule 3113 Authorized Representatives

- (a) Each Participant shall designate an Authorized Representative(s) who will represent the Participant before the SEF and its committees and receive notices on behalf of the Participant.
- (b) An Authorized Representative shall be empowered by the Participant to act on its behalf and the SEF shall be entitled to rely on the actions of the Authorized Representative as binding on the Participant and each of its Authorized Traders.
- (c) Each Participant must provide the SEF with current contact and other requested information for each of its Authorized Representatives so that the SEF is able to immediately contact the Authorized Representatives.

Rule 3114 Communications between the SEF and Participants

- (a) Each Participant must provide the SEF with its current electronic mail address and telephone number and the electronic mail address and telephone number of each of its Authorized Traders and immediately (and in any event within 24 hours) update this information whenever it changes.

- (b) All communications between the SEF and the Participant will be transmitted by electronic mail and/or posted on the SEF's website, except as otherwise specified by the SEF.
- (c) Each Participant shall be responsible for conveying such communications to all of its Supervised Persons, Clients, Customers and Sponsored Participants (and Authorized Traders thereof).
- (d) Each Participant will be responsible for promptly reviewing and, if necessary, responding to all electronic communications from the SEF to the Participant or any of its Supervised Persons.
- (e) All communications made to Participants shall also be deemed to have been made to all of its Supervised Persons, Clients, Customers and Sponsored Participants (and Authorized Traders thereof).

Rule 3115 Recording of Communications

The Market Regulation Department and/or Regulatory Services Provider(s) may record conversations and retain copies of electronic communications between the SEF, on one hand, and Participants, Sponsored Participants, Clients or Customers or any of their Supervised Persons or other agents, on the other hand. Any such recordings may be retained by the SEF or the Regulatory Services Provider in such manner and for such periods of time as the SEF may deem necessary or appropriate and in accordance with Applicable Law. The SEF or Regulatory Services Provider will retain such recording in compliance with CFTC Regulations.

MATERIAL CHANGES

Rule 3200 Change of Control; Non-Assignment

- (a) A Participant must provide written notice to the SEF of any of the following changes to its ownership, control or business operations prior to any such change taking effect to the extent practicable and in any event no later than 48 hours after any such change takes effect:
 - (1) a merger of the Participant with another Person, or
 - (2) a transfer, issuance or other transaction that results in one Person owning 50% or more of the voting equity of the Participant or a transaction that results in the transfer of all or substantially all of the assets of the Participant.
- (b) A Participant may not assign its rights as a Participant without the written consent of the SEF, which consent shall not be unreasonably withheld.

FEES

Rule 3300 Fees

- (a) The SEF shall set the times and amounts of any assessments or fees (including access and utilization fees), costs and charges to be paid by Participants. By accessing the SEF,

Participants agree to be bound by the fee schedule in effect at the time the applicable SEF services are rendered.

- (b) A Participant will be responsible for the payment of all fees charged to it with respect to any Transaction, including, without limitation, any Transaction that is (i) for any or no reason, not fully performed by the parties thereto or (ii) subsequently voided or rescinded.
- (c) Assessments, fees, costs and charges and other amounts owed to the SEF are payable upon receipt of the invoice. If a Participant fails to pay when due any assessments, fees, costs and charges owed, and such payment obligation remains unsatisfied thirty (30) days after its due date, the SEF may suspend, revoke, limit, condition, restrict or qualify the Trading Privileges of such Participant as it deems necessary or appropriate.

Rule 3301 Volume Discounts

The SEF may from time to time establish financial incentives for meeting trading volume, liquidity thresholds and/or other standards as may be established by the SEF.

INDEPENDENT SOFTWARE VENDORS

Rule 3400 ISVs

- (a) Consistent with Applicable Law, the SEF will provide access to its trading platform, services and data on a fair and nondiscriminatory basis to any ISV that complies with the SEF's documentation and eligibility requirements for ISVs as set forth in the SEF Rules.
- (b) An ISV that wishes to access the SEF must:
 - (1) consent to the jurisdiction of the SEF and agree to be bound by, and comply with, the SEF Rules and all Obligations, the DCO Rules and Applicable Law, in each case to the extent applicable to it;
 - (2) execute an ISV participation agreement in the form supplied by the SEF;
 - (3) pay the monthly access fees that may be established by the SEF from time to time, which fees will be comparable for ISVs receiving comparable access to, or services from, the SEF;
 - (4) comply with the applicable technical access standards, system compatibility requirements, security protocols and technical specifications for connection to the SEF as may be specified by the SEF from time to time;
 - (5) ensure that each Person that uses the ISV to access the SEF is either a Participant or a Client or Customer of a Participant;

- (6) in the case of any Order or Transaction submitted to the SEF through the ISV, provide sufficient detail to identify the Participant (and, if applicable, the Participant's Client or Customer) as required by the SEF; and
 - (7) satisfy any other criteria that the SEF may require to perform its responsibilities as a Self-Regulatory Organization, comply with Applicable Law or provide services, provided such criteria are impartial, transparent and applied in a fair and nondiscriminatory manner.
- (c) An ISV may provide data obtained from the SEF solely to Participants and/or Clients or Customers of a Participant in connection with such Participants' and/or Clients' or Customers' actual and proposed trading activity on the SEF, and will not provide such data to any other swap execution facility, security-based swap execution facility, DCM, national securities exchange or other trading facility or system without the prior written consent of the SEF.

BUSINESS CONDUCT REQUIREMENTS

Rule 3500 Customers and Clients

No Participant shall enter an Order or enter into a Transaction in the name of a Customer or Client, unless the Customer or Client has so authorized the Participant. Any time an Introducing Broker or Account Manager introduces an Order or Transaction on the SEF on behalf of a Customer or Client (as applicable), such Introducing Broker or Account Manager shall be deemed to represent that the Customer or Client on whose behalf it is acting has granted the Introducing Broker or Account Manager such authorization.

Rule 3501 Disclosure Requirements; Know Your Counterparty Requirements

- (a) With respect to Uncleared Swaps, Participants that are Swap Dealers or Major Swap Participants shall verify through representations or otherwise the status of each Swap counterparty as an ECP as provided in CFTC Regulations applicable to business conduct standards for Swap Dealers and Major Swap Participants in their dealing with counterparties.
- (b) Participants that are Introducing Brokers must verify the status of each of their Customers as an ECP.
- (c) Participants that are Account Managers must verify the status of each of their Clients as an ECP.
- (d) Participants that are Sponsoring Participants must verify the status of each of their Sponsored Participants as an ECP.
- (e) Each Participant and Supervised Person, Client, Customer or Sponsored Participant of a Participant must comply with all disclosure requirements set forth in under Applicable Law including any additional disclosure requirements imposed by the SEF Rules.

SECTION 4 TRANSACTION EXECUTION

This Section 4 prescribes Rules concerning trade practices and business conduct on the SEF and applies to all RFQs, Orders and Transactions.

Rule 4000.A. Trading Hours

Except with respect to Emergencies, the SEF shall determine and publish the Business Days of the SEF and the Trading Hours for each Swap. Participants are prohibited from sending any Order or entering into any Transaction or using any other facility of the SEF outside of the designated Trading Hours for the relevant Swap. The Trading Hours for each Swap in the Order Book shall be twenty-three (23) hours per Business Day other than between 5:30 p.m. and 6:30 p.m. (Eastern Time), in each case, subject to any variation as may be published by the SEF in a Notice to Participants or included in the relevant Swap Specification. The Trading Hours for each Swap via RFQ shall be twenty-four (24) hours per Business Day, subject to any variation as may be published by the SEF in a Notice to Participants or included in the relevant Swap Specification.

Rule 4000.B. Swap Specifications

- (a) Notwithstanding any provision of the SEF Rules to the contrary, the terms and conditions set forth in the Swap Specification with respect to a particular Swap shall govern the trading in such Swap on the SEF and, in the event of any conflict between the general terms of the SEF Rules excluding the Swap Specifications and the particular terms of the SEF Rules set forth in the Swap Specification, the particular terms of the SEF Rules set forth in the Swap Specification shall govern with respect to trading in the relevant Swap on the SEF.
- (b) The Swap Specification for each individual Swap may specify:
 - (1) different classes of Participants eligible to trade such Swaps. Each such class of Participants shall have the rights and obligations specified by the Swap Specification for each such Swap;
 - (2) whether such Swap may be settled via cash settlement, physical delivery of the underlying commodity, or by any other means, as applicable; and
 - (3) the method for determining settlement prices.
- (c) The SEF shall permit trading only in Swaps that are not readily susceptible to manipulation.

Rule 4001 Procedures

- (a) With respect to trading on or through the SEF or subject to the SEF Rules, the SEF may adopt, without limitation, procedures relating to Transactions in Swaps and trading on the SEF or subject to the SEF Rules, including procedures to:
 - (1) disseminate the prices of bids and offers on, and Transactions in, Swaps;

- (2) record, and account for, Swaps and SEF activity and regulate administrative matters affecting Swaps and SEF activity;
 - (3) establish daily limits (or such other frequency as may be determined from time to time by the SEF) on the notional amount and/or risk of Orders or Transactions that may be submitted by a Participant through the SEF or subject to the SEF Rules;
 - (4) establish limits on Swaps that may be held by a Participant, Customer, Client or Sponsored Participant;
 - (5) establish a limit on the maximum daily price fluctuations for any Swap and provide for any related restriction or suspension of trading in the Swap; and
 - (6) establish minimum price quoting increments for each Swap.
- (b) The SEF may, in its discretion and at any time, amend any procedures adopted pursuant to Rule 4001(a), and will publish the amendments in a Notice to Participants or in any other manner determined appropriate by the SEF.

Rule 4002 Required Identifications

- (a) Each Participant and all related Authorized Traders (including those of its Sponsored Participants) must have a User ID assigned in accordance with the procedure adopted by the SEF from time to time in order to access the SEF. The User ID assigned to an Authorized Trader may not be reassigned to another Authorized Trader.
- (b) Orders entered on the SEF must include the User ID assigned to the Authorized Trader. An Authorized Trader is prohibited from allowing any other Person to use such unique identification to enter Orders on the SEF. No Person may enter Orders on the SEF using a User ID that has not been assigned to such Person.
- (c) Each Participant shall be responsible for all RFQs, Orders placed, or Transactions executed using any of the User IDs assigned to its Authorized Traders or those of any of its Sponsored Participants. Prime Brokers shall be responsible for all Prime Brokerage Orders placed or Prime Broker Transactions executed by a Prime Broker Client acting in its capacity as such subject to and in accordance with the relevant Prime Broker Acknowledgement Letter and Rules 4105 and 5103.E.
- (d) Participants must terminate an Authorized Trader's access to the SEF upon termination of the Authorized Trader's employment at, or authorization or appointment by, the Participant or Sponsored Participant (as applicable).

Rule 4003.A. Execution of Transactions

- (a) No Person shall execute a Required Transaction subject to the SEF's jurisdiction other than via the Order Book or RFQ unless such Transaction is a Block Trade, Package Transaction (Order Book Exempt) or a Clearing Exempt Transaction. All Required Cross Transactions

will be subject to the time delay requirement set forth in Rule 4011, including TAS Cross Transactions that are Required Cross Transactions.

- (b) No Person shall enter into a Clearing Exempt Transaction subject to the SEF's jurisdiction unless it (or, if applicable, its Customer, Client or Sponsored Participant) or the counterparty to the Swap is eligible for and elects to rely on a Clearing Exception. Upon request of the SEF, a Participant, Sponsored Participant, Customer or Client shall submit to the SEF all documentation supporting eligibility for the applicable Clearing Exception.
- (c) Permitted Transactions (including Permitted Cross Transactions) may be executed through the SEF's Order Book as described in Rule 4003.B or RFQ as described in Rule 4003.D. In addition, Permitted Cross Transactions may be executed away from the SEF's Order Book or RFQ as described in Rule 4004. Certain Permitted Transactions may also be executed via Risk Mitigation Sessions as specified in Rule 4018 and the tpSEF Risk Mitigation Procedures.
- (d) Any swap component of a Package Transaction (Order Book Exempt) may be executed in the same manner as any Permitted Cross Transaction as described in Rule 4004 or, if available for execution on the SEF's Order Book, through the SEF's Order Book.
- (e) Block Trades are required to be executed in accordance with the requirements of Rule 4016.
- (f) No executed Transactions may be submitted to the SEF other than Block Trades that occur away from the SEF and that are executed in accordance with the requirements of Rule 4016.
- (g) TAS Cross Transactions must be submitted to the SEF and executed in accordance with the requirements of Rule 4003.C.
- (h) Any Order or Cross Transaction that is submitted to the SEF may be cancelled prior to execution.

Rule 4003.B. Order Book

- (a) All Orders posted to the Order Book are firm (*i.e.*, there are no indications of interest or indicative quotes allowed).
- (b) An acceptable Order must include a specific price and size, as well information meeting the requirements of Rule 8001.
- (c) Order Types.
 - (1) An acceptable Order must indicate the time in force, which may include the following:
 - (i) “Day” (or “Fill-and-Store”) Orders are only good for the Business Day and applicable Trading Hours in which they are entered.

- (ii) “*Fill-or-Kill*” (“*FOK*”) Orders must be immediately executed for the entire size of the Order or are cancelled automatically.
 - (iii) “*All-or-None*” (“*AON*”) Orders must be executed for the entire size of the Order or are cancelled automatically. AON Orders enter the Order Book as passive Orders.
 - (iv) “*Immediate or Cancel*” (“*IOC*”) Orders must be executed fully or partially and, if partially, the remaining quantity is cancelled automatically.
 - (v) “*Good ‘til Time*” (“*GTT*”) Orders are cancelled after a specified time if no matching Order is placed.
 - (vi) “*Good ‘til Price*” (“*GTP*”) Orders will be cancelled if the reference price of the specified instrument is moved up or down (depending upon whether the Order is a bid or offer).
 - (vii) “*One Cancels Other*” (“*OCO*”) Orders are paired Orders stipulating that if one of the Orders is executed, the other is automatically cancelled.
- (2) Good ‘til Time, Good ‘til Price and One Cancels Other Orders are all also Day Orders, in that they are only good for the Business Day and applicable Trading Hours in which they are entered, even if the time, price or execution conditions are not otherwise met.
- (3) Not all Orders types are available for all Swaps. The table below shows the Order types available for each asset class:

Asset Class	Day	FOK	AON	IOC	GTT	GTP	OCO
Credit	✓	✓	x	✓	✓	✓	✓
Commodities	✓	✓	x	x	✓	x	x
Rates	✓	✓	US\$ only	✓	✓	x	EUR/GBP only
Non-Deliverable Forwards	✓	✓	x	✓	✓	✓	✓
Equities	✓	✓	x	✓	✓	x	x
FX Options	✓	x	x	✓	✓	✓	✓

(d) Pre-Trade Controls.

- (1) Order Limits. The SEF may, within its sole discretion, set Order limits by product and by instrument within a particular asset class. The following types of Order limits may be imposed:

- (i) *Order Size Limit (OSL)*: This is the maximum size allowed for any single Order. Any Order submitted will be checked against the product/asset class's Order Size Limit, and if the Order exceeds this limit, such Order will be rejected and the Participant will be notified.
- (ii) *Order Price Limit (OPL)*: This is the maximum price differential allowed for any Order. Any Order submitted will be checked against the product/asset class's Order Price Limit and if the Order exceeds this limit, it will be rejected and the Participant will be notified. The price differential will be calculated as follows:

$$(\text{Order price entered}) - (\text{Instrument Reference Price}) = |\text{Price Differential}|$$

The "Instrument Reference Price" is an estimated current price for the relevant Swap, based on either current trading data for that instrument on the SEF and elsewhere, or, in the absence of current trading data for the relevant Swap, implied from current trading data for other instruments.

- (2) *Price Tick Deviation*. If the price for any Order entered into the Order Book is greater than (i) the top contra-Order price or, if no contra-Orders exist in the Order Book, the Instrument Reference Price, plus (ii) the specified number of tick increments in the Maximum Price Tick Deviation parameter for the Swap, the Order will be rejected. The Maximum Price Tick Deviation parameter for each Swap is determined by the SEF from time to time in its sole discretion.
- (3) *Restriction Against Self-Trading*. The Order Book system is configured to prohibit the matching of Orders placed by Authorized Traders of the same Participant.
- (e) *Implied Orders*. The SEF offers limited implied order functionality. Under this functionality, individual separate Orders, which in aggregate would form the legs of a liquid spread trade, are displayed in the Order Book both as individual outright trades and in aggregate as a spread trade. This functionality is only made available for tenors at which spread trades are customarily transacted as determined by the SEF from time to time and displayed on the Order Book.
- (f) *Order Entry*.
 - (1) Orders, including Orders for Required Cross Transactions and Permitted Cross Transactions, may be entered into the Order Book for execution either (i) directly by any Participant that has established direct connectivity to the SEF's Order Management System, or (ii) by an Execution Specialist acting on the instruction of a Participant. Order information may be communicated by Participants to Execution Specialists via telephone and/or via electronic modes of communication such as email and instant message.
 - (2) Certain Participants that have elected not to establish direct connectivity to the OMS have executed a "tpSEF Inc. Terms of Use and SEF Order Book Waiver" (the

“Order Book Waiver”) in lieu of the “tpSEF Inc. Terms of Use.” During the effectiveness of its “Order Book Waiver,” a Participant must access the Order Book via an Execution Specialist both for Transactions that must be executed on Order Book pursuant to Rule 4003.A. and for Transactions voluntarily executed on the Order Book. Any such Participant may elect to establish direct connectivity to the OMS at any time by executing the “tpSEF Inc. Terms of Use” and terminating its “Order Book Waiver.” For the avoidance of doubt, all Participants, including those that have signed the “Order Book Waiver,” are required to comply with the requirements of Rule 4003.A. relating to the execution of Required Transactions.

- (3) An Order placed on the Order Book may be cancelled provided such Order has not been executed. The price or size of an Order placed on the SEF that has not fully traded may be revised. If the size is reduced, the time priority originally assigned to the Order does not change. Revising the price or increasing the size will reset the Order’s time priority in the queue to the time the SEF receives the revision. Order cancellations or revisions may be communicated by Participants to Execution Specialists via telephone and/or via electronic modes of communication such as email and instant message.
 - (4) When an Authorized Trader logs off and any relevant time-out has expired, (i) all Orders on the Order Book submitted by that Authorized Trader may be terminated or may remain live, depending on the manner in which the Authorized Trader has configured his or her account and (ii) where the Authorized Trader has entered the Order on behalf of a Customer, all such Customer Orders will be terminated. If for any reason the connection to the SEF is lost and not-re-established within any relevant time-out period, all Orders entered from that location on the SEF are deactivated.
- (g) Order Book Display and Interaction.
- (1) Once an Order is entered into the Order Book, the Order is displayed simultaneously to all Participants that have established direct connectivity to the OMS and may be transacted on as described in Rule 4003.B.(h) below.
 - (2) All Orders will be displayed on an anonymous basis and each Order Book platform will show, in real-time, the best price and the depth per product.
 - (3) For Participants that have direct connectivity to the OMS, each Order Book platform displays all executions to all Participants, and for each individual Participant, its Order and execution history for the trading day.
 - (4) The SEF’s Order Book supports the following Order interactions on any active Order, which may be taken only by the Participant who submitted the Order or by an Execution Specialist acting on the Participant’s instructions:
 - (i) Amend, and

- (ii) Cancel. (If a partially executed Order is cancelled, only the balance of the Order is cancelled.)
- (5) Information regarding Orders on the Order Book will be provided upon request to any Participant by an Execution Specialist via telephone and/or via electronic modes of communication such as email and instant message.
- (h) Matching of Orders on the Order Book.

Orders may be either matched automatically or manually hit or lifted as described in this Rule 4003.B.(h). In each case, Orders will be executed using price and time priority.

- (1) Ability to Trade. In the case of either Manual Matching or Automatic Matching as described in this Rule 4003.B.(h):
 - (i) An Order for a Cleared Swap may only be hit or lifted by, or matched with a contra-Order for, a Participant (or a Participant's Customer or Client) that is, or whose Clearing Firm is, a Clearing Member at the DCO at which the Swap is to be cleared, and
 - (ii) An Order for an Uncleared Swap may only be hit or lifted by, or matched with a contra-Order for, a Participant (or a Client or Customer of a Participant) that has swap trading relationship documentation in place with the relevant counterparty and only to the extent that each counterparty has available credit line, both as described in Rule 4013.B.
- (2) Manual Matching. Subject to the requirements of Rule 4003.B.(h)(1) above, a Participant may manually hit or lift, in whole or in part, any resting Order within the Order Book that is (i) at the best price(s) within the market for the relevant product, and (ii) if there are multiple Orders at the same price(s), entered first in the Order Book.
- (3) Automatic Matching. Subject to the requirements of Rule 4003.B.(h)(1) above and depending on Order type (as described in Rule 4003.B.(c)) and the Orders resting on the Order Book, Orders entered into the Order Book will be automatically (i) matched (fully or partially) to one or more Orders within the Order Book based on price and time priority or (ii) cancelled. Certain Order Book platforms do not support Automatic Matching.

Rule 4003.C. Trade at Settlement Cross Transactions

- (a) A Participant may submit to the SEF for execution a Cross Transaction for which the fixed rate will be the ICE Swap Rate for the "USD Rates 1100" benchmark run and for the relevant tenor published by ICE Benchmark Administration Limited at 11:15 a.m. New York time on the date of the Participant's submission (each such Cross Transaction, a "TAS Cross Transaction"). TAS Cross Transactions may be submitted to the SEF between 7 a.m. New York time and 10:59 a.m. New York time on each day the SEF is open for business.

- (b) Each TAS Cross Transaction submitted to the SEF will be held in abeyance by the SEF, and will not be deemed executed, until the relevant ICE Swap Rate has been announced and, in the case of any TAS Cross Transaction that is a Required Cross Transaction, the time delay requirement set forth in Rule 4011 has been applied as described in Rule 4003.C.(c) below.
- (c) For any TAS Cross Transaction that is a Required Cross Transaction, the time delay requirement described in Rule 4011 will be applied immediately following the announcement of the relevant ICE Swap Rate.
- (d) Once a TAS Cross Transaction has been executed: (i) the SEF will generate and send a Confirmation to each counterparty in accordance with Rule 4012; (ii) the Transaction will be reported by the SEF to an Approved SDR in accordance with Rule 8005; and (iii) if it is a Cleared Swap, the Transaction will be routed by the SEF to the relevant DCO in accordance with Rule 4013.A.

Rule 4003.D. Voice Request for Quote Systems

- (a) Any Request for Quote transmitted pursuant to this Rule 4003.D is not an Order.
- (b) Participants may initiate either a Non-Directed Voice RFQ or a Directed Voice RFQ by contacting an Execution Specialist. If the Participant does not specify that it wishes the RFQ to go to less than all Participants, the Execution Specialist shall direct the RFQ to all Participants.
 - (1) Non-Directed Voice RFQ.
 - (i) The Execution Specialist will transmit the RFQ to all other Participants, and all other Participants may respond.
 - (ii) The identity of a Non-Directed Voice RFQ requester shall be disclosed to the Recipients upon transmittal of any Non-Directed Voice RFQ and the identities of the Recipients that provide responses shall be disclosed to the RFQ requestor at the time of such responses.
 - (2) Directed Voice RFQ.
 - (i) The Execution Specialist will transmit the RFQ to no less than three (3) Recipients, to which all such Recipients may respond.
 - (ii) A Participant that requests an Execution Specialist to send an RFQ to fewer than all Participants may not request that an Execution Specialist send any RFQ to another Participant that is affiliated with or controlled by the RFQ requester or to two more Participants that are affiliated with or controlled by each other. An Execution Specialist that sends an RFQ to fewer than all Participants, after consideration of reasonably available information, may not knowingly send an RFQ on behalf of the requesting Participant to another Participant that is affiliated with or controlled by the RFQ requester,

or to two or more Participants that are affiliated with or controlled by each other. For purposes of this Rule 4003.D(b), “control” includes but is not limited to the grant of trading discretion by one Participant to another.

- (iii) The identity of a Directed Voice RFQ requester shall be disclosed to the Recipients upon transmittal of any Directed Voice RFQ and the identities of the Recipients that provide responses shall be disclosed to the RFQ requestor at the time of such responses.
 - (iv) A Participant may elect to not receive Directed Voice RFQs upon written notice to the SEF.
- (3) With respect to both Non-Directed Voice RFQs and Directed Voice RFQs:
- (i) A RFQ transmitted to Participants must not be in the form of an Order.
 - (ii) Together with the first response from any Recipient, the Execution Specialist will communicate to the requesting Participant any firm resting Order for the Swap indicated in the RFQ that is posted in the Order Book together with any responses to the RFQ from the Recipients. Execution of trades through the Order Book will be in accordance with Rule 4003.B.
 - (iii) Responses to RFQs must be in the form of an Order. The RFQ requestor may accept such RFQ response by submitting a corresponding Order.
 - (iv) An Execution Specialist will act in accordance with a Participant’s instructions, the Rules and Applicable Law.
- (4) Managed Orders. With respect to Non-Directed Voice RFQs only:
- (i) Unless otherwise instructed by a Recipient, an unfilled Order provided in response to an RFQ shall be entered into the Order Book by an Execution Specialist on behalf of a Participant (“Managed Orders”).
 - (ii) Execution Specialists shall cancel a Managed Order if:
 - A. The Participant instructs the Execution Specialist to cancel the Managed Order;
 - B. The Participant is filled in the same instrument in an RFQ and the Managed Order is filled prior to the Execution Specialist cancelling the order; or
 - C. Time has passed and market conditions have changed sufficiently since the entry of the Managed Order such that the Managed Order should be cancelled. The following conditions must be met before a Managed Order is cancelled in the Order Book:

1. The Managed Order must be exposed to the Order Book for at least 15 seconds; and
 2. A material change in the equilibrium price of the particular instrument has occurred as identified by any of the following:
 - i. New Orders, initiations of Non-Directed Voice RFQs, or responses to Non-Directed Voice RFQs indicating one or more Participants are willing to trade at a worse price; or
 - ii. The instrument's mid-rate has moved through the Managed Order's price; or
 - iii. A material economic market event has occurred, including, but not limited to, U.S. Department of Labor's Bureau of Labor Statistics Economic News Releases, Federal Reserve announcements, or natural or man-made disasters.
- (iii) Failure of an Execution Specialist to cancel a Managed Order pursuant to Rule 4003.D(b)(4)(ii) prior to it being filled in whole or in part shall be considered an error of the SEF that may be cancelled pursuant to Rule 5103.A.

Rule 4004 Permitted Cross Transactions

- (a) Permitted Cross Transactions may either be:
- (1) Executed through the SEF's Order Book as described in Rule 4003.B., or
 - (2) Submitted to the SEF for execution away from the SEF's Order Book either (i) to an Execution Specialist, or (ii) for FX options, non-deliverable forwards and Transactions in the Rates asset class, directly by Participants that have established direct connectivity to the SEF.
- (b) Permitted Cross Transactions that are submitted to an Execution Specialist for execution away from the Order Book may be executed through either (1) the SEF's Deal Management System, or (2) if available, the OMS using Off-Book Ticket Functionality. A Participant submitting a Permitted Cross Transaction to an Execution Specialist must provide the information required by Rule 8001. Permitted Cross Transactions may be communicated to an Execution Specialist via telephone and/or via electronic modes of communication such as email and instant message.
- (c) Permitted Cross Transactions submitted directly to the SEF for execution away from the Order Book by Participants that have established direct SEF connectivity will be executed as follows:

- (1) Through the OMS using Off-Book Ticket Functionality for Permitted Cross Transactions in the Rates asset class and non-deliverable forwards, and
- (2) Through the SEF's Deal Management System for FX options.

Rule 4005 Mishandling of Customer Orders

Any Participant that mishandles any Customer Order is responsible for all remedial actions with respect to such Order.

Rule 4006 Trading Halts

The SEF, in its sole discretion, may declare a trading halt at any time.

Rule 4007 Termination of the SEF Connection

The SEF shall have the right to summarily terminate the direct, electronic connection of any Participant to the SEF. Additionally, the SEF shall have the right to direct a Participant to immediately terminate the direct, electronic access to the SEF of any Sponsored Participant. Any such termination shall be impartially enforced and shall be invoked only for technical reasons. Any affected Participant or Sponsored Participant shall continue to have access to the SEF by means of an Execution Specialist, unless such access is denied in accordance with the procedures set forth in Rule 3103 or elsewhere in the SEF Rules.

Rule 4008 Risk Controls

- (a) The SEF may, in its sole discretion, to protect other Participants and the integrity of the SEF, reject any Order or Transaction placed or reported on the SEF.
- (b) The SEF shall have the right to take any action to prevent or reduce the potential of market disruption, including, but not limited to, market restrictions that pause or halt trading, if such action is in the best interest of the swap markets and/or the SEF.

Rule 4009 Priority of Customers' Orders

No Participant that is an Introducing Broker shall enter an Order into the SEF for its own account, an account in which it has a direct or indirect financial interest or an account over which it has discretionary trading authority, including, without limitation, an Order allowing discretion as to time and price, when such Introducing Broker is in possession of any Order in the same Swap for its Customer that the SEF is capable of accepting.

Rule 4010 Trading Against Customers' Orders Prohibited; Withholding Orders Prohibited

- (a) No Participant in possession of a Customer's Order shall knowingly take, directly or indirectly, the opposite side of such Order for its own account, an account in which it has a direct or indirect financial interest or an account over which it has discretionary trading authority.

- (b) The foregoing restriction shall not apply to the following:
 - (1) Block Trades, and
 - (2) Transactions where the Customer has granted prior consent and such consent is permitted under Applicable Law.
- (c) Except as otherwise explicitly permitted under this Rule 4010(c) and Rule 5203(b), no Person shall (i) disclose another Person's Order to buy or sell except to a designated SEF Official or the CFTC, (ii) solicit or induce another Person to disclose Order information or (iii) take action or direct another to take action based on non-public Order information, however acquired. The mere statement of opinions or indications of the price at which a market may open or resume trading does not constitute a violation of this Rule. Nothing contained in this Rule 4010(c) shall prevent a Person from disclosing information as may be required by legal process (including subpoena or demand for productions) or to such Person's agents or advisors (including, but not limited to, accountants and auditors and legal counsel).
- (d) Any Participant entering Orders on the SEF for its Customer or Client shall not withhold or withdraw from the market any Order, or any part of an Order, for the benefit of any Person other than such Customer or Client.
- (e) A Participant must immediately enter into the SEF all Orders received from its Customers that are executable immediately. If a Participant cannot immediately enter into the SEF an Order received from its Customer, the Participant must enter the Order into the SEF as soon as practicable, and must immediately create an electronic record as provided in Rule 8002.

Rule 4011 Time Delay Requirement for Required Cross Transactions

- (a) With respect to Required Cross Transactions, the following conditions must be satisfied:
 - (1) in the case of an execution by a Participant as principal/dealer against a customer Order, the Customer Order shall be entered into the Order Book as a firm quote and exposed to the market for at least 15 seconds before the Participant's Order may be entered, and
 - (2) in the case of an execution by a Participant acting as broker of two customers' Orders against each other, one side of the potential Transaction (the "Displayed Order") shall be entered into the Order Book as a firm quote and exposed to the market for at least 15 seconds before the second side of the potential Transaction (the "Waiting Order") may be entered.
- (b) With respect to a Required Cross Transaction subject to Rule 4011(a)(2) above, any Participant, Sponsored Participant, Customer or Client whose Order is the Waiting Order shall not, directly or indirectly, execute against the Displayed Order prior to the time that entry of the Waiting Order is permitted under Rule 4011(a)(2) above.

Rule 4012 Confirmations and USIs

- (a) The SEF will generate and send a Confirmation to each counterparty to a Transaction (which, in the case of a Prime Broker Transaction, will be the relevant Prime Broker) at the time of execution of such Transaction; provided that where a counterparty to a Transaction is a Customer, the Confirmation may be provided to the Customer's Introducing Broker in accordance with Rule 4012(f); and provided further that where a Prime Broker Client executes a Prime Broker Transaction, a copy of the Confirmation shall be sent to the Prime Broker Client. Upon receipt of a Confirmation, such counterparty, Introducing Broker or Prime Broker Client (as applicable) shall, as soon as practicable, review the contents of such Confirmation and promptly report any errors or omissions to the SEF.
- (b) The Confirmation (including, with respect to Uncleared Swaps, the Terms Incorporated by Reference as defined in Rule 4012(d)(1)) shall legally supersede any previous agreement and shall constitute a confirmation as defined in CFTC Regulation 45.1. The Confirmation shall contain, among other things:
 - (1) the USI for the Transaction; and
 - (2) the identity of the Swap Data Repository to which the Transaction is being reported.
- (c) With respect to certain products, Transactions and counterparties, a Confirmation may be provided on the SEF's behalf by MarkitSERV's Organized Trading Venue (OTV) Confirmation Service or other similar confirmation service. Subject to Rule 4012(d), regardless of the means of delivery, pursuant to these rules, each Participant, Sponsored Participant, Customer and Client agrees that the Confirmation represents legally binding documentation memorializing the agreement of the parties to all the terms of the Transaction.
- (d) Confirmations for Uncleared Swaps.
 - (1) With respect to any Uncleared Swap, the economic terms specific to the Transaction shall be reflected in a written communication (the "Trade Communication") sent by the SEF to each counterparty, Introducing Broker or Prime Broker Client in accordance with Rule 4012(a). The Trade Communication, together with the documents and agreements (including, without limitation, ISDA master agreements, other master agreements, terms supplements, master confirmation agreements and incorporated industry definitions) governing such Transaction (the "Terms Incorporated by Reference") shall, taken together, for purposes of CFTC Regulation 37.6(b) comprise all of the terms of such Transaction and serve as a Confirmation of such Transaction. The provisions of this Rule 4012(d) relating to Terms Incorporated by Reference rely on relief granted by the CFTC's Division of Market Oversight in No-Action Letter 17-17, which expires on the effective date of any changes to the relevant CFTC Regulations.
 - (2) In satisfaction of the obligations imposed on the SEF under CFTC Regulation 37.6(b), each Trade Communication (and thus each Confirmation) is

deemed to incorporate the Terms Incorporated by Reference. All Confirmations for Uncleared Swaps that are generated and issued directly by the SEF shall state that they incorporate by reference any previously-negotiated freestanding agreement of the counterparties governing such Transaction.

- (3) In the event of any conflict or inconsistency between (i) the Trade Communication and (ii) the Terms Incorporated by Reference, the Trade Communication shall prevail to the extent of any such conflict or inconsistency, and each Trade Communication will state the same.
- (4) For each Uncleared Swap executed on or pursuant to the SEF Rules, each previously-negotiated freestanding agreement of the counterparties included in the Terms Incorporated by Reference must be available to the SEF and/or the CFTC staff upon request within a reasonable period of time. Any such agreements provided to the SEF in connection with a CFTC request will be furnished to the CFTC as soon as they are available.
- (e) The USI referred to in 4012(a) above shall be created by the SEF and transmitted to each counterparty as soon as technologically practicable in accordance with CFTC Rule 45.5(a)(2).
- (f) By executing a Transaction on the SEF through an Introducing Broker, each Customer is deemed to authorize the SEF to send Confirmations of such Transactions to the applicable Introducing Broker and to authorize such Introducing Broker to accept such Confirmations on behalf of such Customer.
- (g) By providing a Prime Broker Acknowledgement Letter to the SEF, each Prime Broker is deemed to authorize the SEF to send Confirmations of Prime Broker Transactions to the applicable Prime Broker Client and, in the case of a Prime Broker Transaction transacted through an Introducing Broker, to the applicable Introducing Broker, subject to Rule 4105(b).

Rule 4013.A. Cleared Swaps

- (a) Each Cleared Swap shall be cleared through the DCO indicated in the Swap Specification or agreed by the parties in accordance with the Applicable Law, provided that the DCO must be one of those recognized by the SEF. The DCOs currently recognized by the SEF are:
 - (1) ASX Clear (Futures) Pty Limited
 - (2) Chicago Mercantile Exchange, Inc.
 - (3) Eurex Clearing AG
 - (4) ICE Clear Credit LLC
 - (5) Japan Securities Clearing Corporation

- (6) LCH.Clearnet LLC
- (7) LCH.Clearnet Limited

The SEF may recognize additional DCOs either through amendment of this Rule 4013.A. or by issuance of a Notice to Participants.

- (b) For each Cleared Swap a Participant expects to enter into via the SEF or subject to the SEF Rules (whether for itself or for a Client, Customer or Sponsored Participant), the Participant or a Participant's Client, Customer or Sponsored Participant, as applicable, must establish a clearing account with the relevant DCO or with a Clearing Firm that is a Clearing Member of such DCO.
- (c) The SEF shall route each Cleared Swap executed on the SEF (and accepted for clearing by a Clearing Firm if the relevant party to the Transaction is Non-Self-Clearing) to the relevant DCO as soon as technologically practicable after execution, and in no event later than ten (10) minutes after execution. The SEF may do so either by submitting the Cleared Swap directly to the DCO or by routing the Cleared Swap through an Affirmation Hub or other middleware provider. A Transaction will be deemed to have been accepted for, or rejected from, clearing upon receipt of appropriate notice, in accordance with Applicable Law, from the DCO or from a third party acting on behalf of the DCO as authorized by the DCO for such purpose. The acceptance of a Transaction for clearing shall not relieve any Participant, Client or Customer of the duty to act in good faith and with reasonable care and diligence.
- (d) If a Transaction in a Cleared Swap (including a Transaction that is a component leg of a Package Transaction) is rejected by the DCO or a third party acting on behalf of the DCO, such Transaction is void ab initio and shall be cancelled by the SEF. Trades that are rejected from clearing may not be held in a suspended state and then re-submitted.
- (e) Rejected Transactions in Cleared Swaps.
 - (1) If the SEF determines pursuant to the procedures set forth in Rule 5103.C. that a Transaction in a Cleared Swap (including a Transaction that is a component leg of a Package Transaction) is rejected from clearing (i) because of a clerical or operational error or omission made by the SEF or by one of the counterparties to the Transaction or its agent, or (ii) in the case of a component leg of a Package Transaction, due to the sequencing of the submission of the component legs of the Package Transaction, a new trade, with terms and conditions that match the terms and conditions of the original trade, other than any such error or omission and time of execution, may be executed on the SEF and submitted for clearing without having been executed pursuant to the methods set forth in CFTC Regulations 37.9(a)(2) or 38.500.
 - (2) If the SEF identifies and determines how to correct the error or omission, it may execute the new trade without obtaining the consent of the counterparties.
 - (3) If the SEF is unable to determine how to correct the error or omission, the SEF, at its election, may either (x) seek guidance from the counterparties (and, if applicable,

their agents and/or Clearing Firms) with respect to how to correct the error after which the SEF may then correct the error with the consent of both counterparties, or (y) elect not to fix the Transaction, in which case the Transaction will be treated as void *ab initio* and shall be cancelled by the SEF.

- (4) Execution of a new trade pursuant to this Rule 4013.A.(e) must comply with the requirements specified in Rule 4017 and must occur as quickly as technologically practicable after receipt of notice of the rejection by the DCO, but, in any event, no later than sixty (60) minutes from issuance of such notice. If the resubmitted Transaction is rejected, such Transaction will be void *ab initio* and shall be cancelled by the SEF. The counterparties may not resubmit a new Transaction a second time.
 - (5) The procedure set forth in this Rule 4013.A.(e) is not available with respect to Transactions that are rejected from clearing for credit reasons.
 - (6) This Rule 4013.A.(e) relies on relief granted by the CFTC's Divisions of Market Oversight and Clearing and Risk in No-Action Letter 17-27, which expires on the effective date of revised CFTC Regulations that address clerical or operational errors.
- (f) Erroneously Cleared Transactions.
- (1) If it is determined pursuant to the procedures set forth in Rule 5103.C. that a Transaction in a Cleared Swap (including a Transaction that is a component leg of a Package Transaction) was incorrectly executed or cleared as the result of a clerical or operational error or omission, the SEF may permit the original counterparties to the Transaction to enter into a prearranged Transaction on the SEF that offsets the Transaction carried on the DCO's books (an "Offsetting Transaction"), without the Offsetting Transaction having to be executed pursuant to the methods required in CFTC Regulations 37.9(a)(2) and 38.500. The SEF may also permit the original counterparties (or, if the wrong legal entity was assigned as a counterparty to the original Transaction, the intended counterparties) to enter into a prearranged Transaction on the SEF that corrects the errors in the original Transaction ("Correcting Transaction"), without the Correcting Transaction having to be executed pursuant to the methods required in CFTC Regulations 37.9(a)(2) and 38.500.
 - (2) If the SEF identifies and determines how to correct the error or omission, it may execute the Offsetting Transaction and the corresponding Correcting Transaction without obtaining the consent of the counterparties.
 - (3) If the SEF is unable to determine how to correct the error or omission, the SEF may either (x) seek guidance from the counterparties to the Transaction and, if applicable, their agents and/or Clearing Firms, after which the SEF may then correct the error by executing an Offsetting Transaction and corresponding

Correcting Transaction with the consent of both counterparties, or (y) elect not to correct the error, in which case the original Transaction shall stand as executed.

- (4) Offsetting Transactions and Correcting Transactions executed pursuant to this Rule 4013.A.(f) must comply with the requirements specified in Rule 4017 and must be executed and cleared no later than three (3) days after the original, erroneous Transaction was executed.
- (5) The procedure set forth in this Rule 4013.A.(f) is available only with respect to clerical or operational errors or omissions made by the SEF, a counterparty to a Transaction or an agent of a counterparty to a Transaction.
- (6) This Rule 4013.A.(f) relies on relief granted by the CFTC's Divisions of Market Oversight and Clearing and Risk in No-Action Letter 17-27, which expires on the effective date of revised CFTC Regulations that address clerical or operational errors.
- (g) The SEF shall have the right to (i) suspend Trading Privileges of the Participant(s) or Sponsored Participant(s) that executed one or more rejected Transactions or prohibit further trading on behalf of the Client(s) or Customer(s) on whose behalf any rejected Transaction(s) were executed, or (ii) take any other action permitted by the SEF Rules. The liability for any losses arising out of or in connection with a rejected Transaction will be determined by the parties to the Transaction. For the avoidance of doubt, the SEF will have no liability for any such losses.
- (h) It shall not be a condition for access to the SEF that any Participant be subject to a breakage agreement. This includes breakage agreements in respect of Package Transactions.
- (i) Each Person that is registered, or required to be registered, with the CFTC as a Swap Dealer or Major Swap Participant is responsible for compliance with the mandatory trading requirement under Section 2(h)(8) of the CEA when such Person enters into, or facilitates entry into, a Swap that is subject to the Clearing Requirement.
- (j) The clearing services provided by a DCO in respect of a Cleared Swap will be governed by the rules, policies and procedures of that DCO. In addition, with respect to any DCO that has been granted an exemption from registration as such, the clearing services provided by such DCO must comply with any terms and conditions imposed on that DCO by the CFTC in connection with the DCO's exemption from registration.
- (k) Procedures for Cleared Swaps Routed Through an Affirmation Hub.
 - (1) Each Cleared Swap that is routed to the relevant DCO through an Affirmation Hub shall be routed in accordance with the following procedures:
 - (i) (x) All Cleared Swaps resulting from Risk Mitigation Sessions, and (y) all Cleared Swaps that (A) are executed directly on the Order Book without the assistance of an Execution Specialist and (B) do not involve intermediation by an Introducing Broker, shall be automatically submitted by the

Affirmation Hub to the relevant DCO as soon as technologically practicable after receipt from the SEF, without Participants or Customers being provided the opportunity to Affirm; and

- (ii) All other Cleared Swaps must be Affirmed by Participants or Customers, as applicable, as soon as technologically practicable after execution so that each such Cleared Swap is routed to and received by the applicable DCO no later than ten (10) minutes after execution.
- (2) Failure by a Participant or Customer to Affirm a Cleared Swap routed through an Affirmation Hub within the time frame required by Rule 4013.A.(k)(1)(ii) shall be considered a violation of the SEF Rules; *provided that*:
- (i) Such failure shall be a violation of the SEF Rules only by the Participant(s) or Customer(s), as applicable, that failed to Affirm the Cleared Swap in accordance with Rule 4013.A.(k)(1)(ii); and
 - (ii) No such failure shall be a violation of the SEF Rules where the failure, as determined in the SEF's discretion, was substantially the result of any errors or delays caused by the SEF, any Execution Specialist, the Affirmation Hub or any event (such as loss of internet connectivity, power or other force majeure) beyond the reasonable control of the Participant or Customer.
- (3) The Market Regulation Department shall, on a monthly basis, review the previous month's Affirmations by Participants and Customers for compliance with this Rule 4013.A.(k). Notwithstanding such regular monthly reviews, the SEF may at any time conduct investigations of possible violations of Rule 4013.A.(k)(1)(ii) in accordance with the procedures set forth in Rule 6001. The SEF, through its Market Regulation Department, shall review each possible violation of Rule 4013.A.(k)(1)(ii) in light of all the facts and circumstances, including whether any errors or delays were caused by the SEF, any Execution Specialist, the Affirmation Hub or any event (such as loss of internet connectivity, power or other force majeure) beyond the reasonable control of the Participant or Customer.
- (4) Unless the Market Regulation Department, the Regulatory Oversight Committee or the Chief Compliance Officer determines otherwise in accordance with the provisions of Chapter 6 of the SEF Rules, upon the first violation of Rule 4013.A.(k)(1)(ii) in any rolling 12-month period a warning letter will be issued in accordance with Rule 6017, upon the second or third violation a summary fine will be imposed in accordance with Rule 6016 and upon the fourth (or higher) violation, the matter will be referred to a Disciplinary Panel for formal disciplinary proceedings.

Rule 4013.B. Uncleared Swaps

A Participant may enter into an Uncleared Swap for its own account only with a counterparty with which such Participant has swap trading relationship documentation that meets the requirements of Applicable Law. A Participant may enter into an Uncleared Swap on behalf of a Customer or

Client only if such Customer (or, where the Customer is a Prime Broker Client, the related Prime Broker) or Client has swap trading relationship documentation with the relevant counterparty that meets the requirements of Applicable Law. A Participant acting as a Prime Broker Client may enter into an Uncleared Swap in the name of and on behalf of a Prime Broker only with a counterparty with which such Prime Broker has swap trading relationship documentation that meets the requirements of Applicable Law. The Participant and/or Customer or Client or Participant's Prime Broker shall provide any information requested by the SEF in the processing and settlement of such Uncleared Swaps. In addition, a Participant, for itself or on behalf of its Customer or Client may, from time to time, input onto the SEF's systems, either itself, or by instructing an Execution Specialist, the credit line for any or all parties with which it, or such Customer or Client, has such swap trading relationship documentation.

Rule 4014 Information Regarding Orders and Dissemination of Trade Data

The SEF may make information regarding Orders (including prices and amounts), Transactions and any other matters it may deem appropriate available to Participants and other Persons at such times and in such manner (whether through the SEF, a ticker, financial information services or otherwise) as it may consider necessary from time to time. In accordance with Rule 5702, each Participant or other Person receiving any such information through the SEF may redistribute such information only to such extent and in such manner as may be permitted by the SEF from time to time.

Participants are hereby notified that the SEF discloses swap transaction and pricing data for publicly reportable swap transactions executed on the Order Book prior to the public dissemination of such data by the relevant Swap Data Repository. This data is available to all Participants that have elected to obtain a connection to the Order Book and is disclosed to such Participants contemporaneously with the transmission of the data to the applicable Swap Data Repository for public dissemination.

Rule 4015 Enforceability

- (a) A Transaction entered into on or pursuant to the SEF Rules shall not be void, voidable, subject to rescission or otherwise invalidated or rendered unenforceable as a result of:
 - (1) a violation by the SEF of the provisions of Section 5h of the CEA or Part 37 of the CFTC Regulations;
 - (2) any CFTC proceeding to alter or supplement a rule, term or condition under Section 8a(7) of the CEA or to declare an emergency under Section 8a(9) of the CEA; or
 - (3) any other proceeding the effect of which is to alter, supplement or otherwise require the SEF to adopt a specific term or condition, trading rule or procedure or to take or refrain from taking a specific action.
- (b) Without limiting the generality of the foregoing, failure of the SEF to broadcast any message in respect of a Transaction made on the SEF shall not invalidate any Transaction recorded by the SEF.

Rule 4016 Block Trades

The following shall govern all Block Trades in Swaps:

- (a) All Block Trades, unless otherwise exempted by a SEF Rule, must comply with the recordkeeping requirements set forth in Rule 8003.
- (b) Block Trades that occur away from a trading system or platform of the SEF must be submitted to the SEF in a manner prescribed from time to time by the SEF. Each such submission must include all of the data required by Parts 43 and 45 of the CFTC Regulations, including without limitation (i) a notification to the SEF of the parties' election to have the Transaction treated as a Block Trade, and (ii) the actual notional or principal amount of the Transaction. The parties entering into a Block Trade must agree upon which party shall be responsible for reporting all terms of the Transaction to the SEF (which party may be an Introducing Broker), and such designated party must report the Block Trade to the SEF as soon as technologically practicable after execution, but no later than ten (10) minutes after execution. Only Block Trades that are not Cleared Swaps are permitted to occur away from a trading system or platform of the SEF.
- (c) Upon receipt of the submission of a Block Trade as required by Rule 4016(b), the SEF will review the submission, and will report the Transaction as required by Parts 43 and 45 of the CFTC Regulations as soon as technologically practicable after execution. Such report to the SDR will include among other things the actual notional or principal amount of the Transaction and a notification to the Swap Data Repository of the parties' election to have the Transaction treated as a block trade.
- (d) Swap components of Package Transactions may be executed as Block Trades, provided that each such swap component is for a quantity that is equal to or in excess the Appropriate Minimum Block Size.
- (e) A Participant transacting a Block Trade on behalf of a Client or Customer must receive prior written instruction or consent from the Client or Customer to do so.
- (f) Except as may be permitted by CFTC Regulation 43.6(h)(6), the aggregation of Orders across multiple Customers or Clients in order to meet the Appropriate Minimum Block Size is prohibited.
- (g) Each party to a Block Trade shall comply with all applicable SEF Rules and, without limiting the generality of the foregoing, each such party shall be an ECP.
- (h) Any Block Trade in violation of these requirements may constitute conduct which is inconsistent with just and equitable principles of trade.
- (i) Upon request by the SEF, each party to a Block Trade shall produce satisfactory evidence that the Block Trade meets the requirements set forth in the SEF Rules.
- (j) Cleared Block Trades must be executed on a non-Order Book trading system or platform of the SEF. Each Order underlying such a Cleared Block Trade must comply with the

requirements for Order information set forth in Rule 8001 and shall include a notification to the SEF of the party's election to have the resultant publicly reportable swap transaction treated as a Block Trade. In addition, all such Cleared Block Trades must comply with the pre-execution credit check requirements set forth in Rule 4017 and all other applicable SEF Rules and CFTC Regulations. For the avoidance of doubt, all Block Trades in Cleared Swaps must be executed on a non-Order Book trading system or platform of the SEF in accordance with this Rule 4016(j) in order to facilitate compliance with Rule 4017. This Rule 4016(j) relies on relief granted by the CFTC's Division of Market Oversight in No-Action Letter 17-60, which expires at the earlier of (i) 11:59 p.m. (Eastern Time) on November 15, 2020, and (ii) the effective date of any CFTC action with respect to the issues discussed therein. If such no-action relief is extended, upon and to the extent of such extension, the provisions of this Rule 4016(j) will continue apply.

Rule 4017 Pre-Execution Credit Checks

- (a) At the time of submitting an Order for any Cleared Swap (including any Cleared Swap that is a leg of a Package Transaction) or any Cleared Block Trade, a Participant (whether for itself or for a Customer or Client) must designate a Clearing Member with regard to the Transaction, which may be either the relevant party to the Transaction if such party is Self-Clearing or a designated Clearing Firm if the relevant party to the Transaction is Non-Self-Clearing.
- (b) Prior to the execution of any Order for a Cleared Swap (including any Cleared Swap that is a leg of a Package Transaction) or any Cleared Block Trade for which the relevant party is Non-Self-Clearing, the SEF will facilitate pre-execution credit screening by or on behalf of the designated Clearing Firm. Upon receiving confirmation that the Order or Cleared Block Trade satisfies the Clearing Firm's pre-execution limits with respect to such party, the SEF will accept the Order or Cleared Block Trade for execution. If the SEF does not promptly receive confirmation or receives confirmation that the Order or Cleared Block Trade does not satisfy the Clearing Firm's pre-execution limits with respect to such party, the SEF will cancel the Order or Cleared Block Trade.
- (c) Any party that is Self-Clearing with respect to a Transaction is deemed to represent, by submitting an Order for its proprietary account or, in the case of a Customer, causing its Introducing Broker to do so, that it has completed pre-execution screening of its internal clearing risk limits for proprietary accounts.

Rule 4018 Risk Mitigation Sessions

The SEF may conduct periodic anonymous risk mitigation sessions ("Risk Mitigation Sessions") in accordance with the tpSEF Risk Mitigation Procedures. Information on upcoming Risk Mitigation Sessions are made available by the SEF on its website. The tpSEF Risk Mitigation Procedures are attached hereto as Appendix C.

Rule 4019 Post-Trade Name Give-Up

- (a) For all Required Transactions, no person shall directly or indirectly, including through a third-party service provider, disclose the identity of a counterparty to a Swap that is Executed Anonymously and intended to be cleared.
- (b) For a CFTC Package Transaction that includes a component transaction that is not a Swap intended to be cleared, disclosing the identity of a counterparty shall not violate paragraph (a) of this Rule 4019.

POSITION LIMITS AND POSITION ACCOUNTABILITY LEVELS

Rule 4100 SEF Rules Do Not Limit Emergency Powers

Nothing contained in the SEF Rules relating to position limits shall in any way be construed to limit the ability of the SEF to take an Emergency Action as enumerated in the SEF Rules, and, unless the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available) in taking an Emergency Action shall state otherwise, any such Emergency Action shall be effective with respect to all Participants, Sponsored Participants, Clients and Customers regardless of whether an exemption from the position limits has previously been granted pursuant to these SEF Rules.

Rule 4101 Position Limits

- (a) To reduce the potential threat of market manipulation or congestion, the SEF shall adopt for each of the contracts of the SEF as is necessary and appropriate, position limits for speculators.
- (b) Except as otherwise provided by the SEF Rules, no Person, including a Participant, Sponsored Participant, Client or Customer, may hold or control a position in excess of such position limits, and no Person may maintain a position in excess of such position limits for a Client or Customer if such Person knows, or with reasonable care should know, that such position will cause such Client or Customer to exceed the applicable position limits.
- (c) Position limits shall apply to (i) all positions in accounts for which any Person, by power of attorney or otherwise, directly or indirectly holds positions or controls trading, and (ii) positions held by two or more Persons acting pursuant to an expressed or implied agreement or understanding, as if the positions were held by, or the trading of the positions were done by, a single Person.
- (d) Each Participant required to file any report, statement, form or other information with the CFTC pursuant to CFTC Regulations concerning a position limit on any Transaction or commodity underlying a Transaction must simultaneously file a copy of such report, statement, form or other information with the SEF. Such information shall include, for Participants who are Introducing Brokers, information concerning the Customers for which Transactions are entered into on the SEF.

Rule 4102 Exemptions from Position Limits

Any Person seeking an exemption from the position limits referred to in Rule 4101 must file an application with the SEF in the manner and within the time limits prescribed by the SEF. The SEF shall notify the applicant whether the exemption has been approved and whether the SEF has imposed any limitations or conditions on the exemption. The decision of the SEF shall be final.

Rule 4103 Position Accountability

- (a) To reduce the potential threat of market manipulation or congestion, the SEF shall adopt, as is necessary and appropriate, position accountability levels for speculators for each of the contracts of the SEF. Any Person, including a Participant, Sponsored Participant, Client or Customer, who owns or controls Swaps in excess of the applicable position accountability level shall provide the SEF, at its request, any information regarding the nature of the position, trading strategy or hedging activities, if applicable, and if ordered by the SEF, shall not increase the size of any such position.
- (b) For purposes of this Rule 4103, all positions in accounts for which a Person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such Person. The provisions of this Rule 4103 shall apply to positions held by two or more Persons acting pursuant to an expressed or implied agreement or understanding, as if the positions were held by a single Person.

Rule 4104 Enforcement of Position Limits and Position Accountability Levels

- (a) No Person may for itself or any Customer or Client maintain a combination of Swaps which is, or which when aggregated in accordance with this Rule is, in excess of the limits established pursuant to Rule 4101 (or, to the extent ordered not to increase such positions pursuant to Rule 4103, a position in excess of the relevant level).
- (b) In the event the SEF learns that a Person maintains positions in accounts with more than one (1) Person such that the aggregate position in all such accounts exceeds (i) the position limits established pursuant to Rule 4101 or (ii) to the extent such Person is ordered not to increase such positions pursuant to Rule 4103, the relevant level, the SEF may notify all Persons maintaining or carrying such accounts of the total positions of such accounts. Such notice may also instruct each such Person to reduce the positions in such accounts immediately after receipt of the notice, proportionately or otherwise so that the aggregate positions of such accounts does not exceed the position limits and position accountability levels established pursuant to Rules 4101 and 4103, unless as provided by Rule 4104(c) below, a request for an exemption is made and granted by the SEF pursuant to this Rule 4104. Any Person receiving such notice shall immediately take such steps as may be necessary to liquidate such number of contracts as shall be determined by the SEF in order to cause the aggregate positions of such accounts to comply with the position limits and position accountability levels established pursuant to Rules 4101 and 4103. Notwithstanding the foregoing, the Persons may reduce the positions of such accounts by a different amounts so long as after all reductions have been accomplished, the positions

comply with the position limits and position accountability levels established pursuant to Rules 4101 and 4103.

- (c) In the event a Person exceeds its position limit due to sudden unforeseen increases in its bona fide hedging needs, such Person shall not be considered in violation of the SEF Rules provided that such Person requests a hedge exemption to carry such increased position within five (5) Business Days following the day on which the Person's position limit was exceeded and provided that such exemption is granted by the SEF.
- (d) Subject to the foregoing provisions of this Rule 4104, in the event that a Person's position exceeds the position limits established pursuant to Rule 4101 or ordered by the SEF such Person shall liquidate such amount of Swaps as the SEF shall direct in order to eliminate the excess within such time as the SEF may prescribe and shall report to the SEF when such liquidations have been completed. If a Person fails so to liquidate contracts within the time prescribed by the SEF, then, in addition to any other actions the SEF may take, the SEF may take such steps as it may deem necessary or appropriate to liquidate such contracts on behalf and at the expense of such Person to the extent necessary to eliminate such excess. Without limiting the generality of the foregoing, to the extent applicable, the SEF may request the DCO to effect such liquidation in accordance with rules of the DCO. In addition, the SEF in its discretion may require any Person carrying an account for itself or a Customer or Client to obtain and hold additional original margin in such amount and form and by such time as the SEF shall specify until such excess has been eliminated.

Rule 4105 Prime Broker Transactions

- (a) General.
 - (1) All Prime Broker Transactions shall be executed pursuant to this Rule 4105, in addition to other applicable provisions of the SEF Rules.
 - (2) A Prime Broker and each of its Prime Broker Clients must be a Participant approved by the SEF.
 - (3) Each Prime Broker Client may transmit or respond to RFQs, enter Prime Brokerage Orders, and execute Permitted Cross Transactions on the SEF in the name of and on behalf of the relevant Prime Broker.
- (b) Prime Broker Obligations.
 - (1) *Prime Broker Acknowledgment Letter.* Each Participant that desires to transact Prime Broker Transactions on the SEF as a Prime Broker Client shall cause its Prime Broker to provide to the SEF an acknowledgement letter, in a form and substance satisfactory to, and approved by, the SEF (a "Prime Broker Acknowledgement Letter") that the Prime Broker will, subject to the terms of its Prime Broker Acknowledgement Letter, the Prime Broker's right to cancel a Prime Broker Transaction in accordance with the provisions of Rule 5103.E and other applicable provisions of the SEF Rules, accept and be financially responsible for all Prime Broker Transactions executed in its name by such Participant.

- (2) *Cancellation of Designation of Prime Broker Client.* The designation of a Participant as a Prime Broker Client by a Prime Broker and the Prime Broker's obligations in respect of that Prime Broker Client shall continue in full force and effect until cancelled or terminated by written notice (a "Cancellation Notice") to the SEF in accordance with the terms of the relevant Prime Broker's Prime Broker Acknowledgement Letter. Any such Cancellation Notice shall become effective upon receipt by the SEF. No such termination or cancellation shall in any manner affect the Prime Broker's obligations and liabilities incurred by the Prime Broker in respect of the relevant Prime Broker Client prior to the effective date and time of the relevant Cancellation Notice.
 - (3) *No Supervisory Responsibilities.* A Prime Broker has no responsibility to supervise any Prime Broker Client or any of such Prime Broker Client's Supervised Persons.
 - (4) *Prime Broker Cancellation of Prime Broker Transactions.* A Prime Broker shall have the right to cancel a Prime Broker Transaction in accordance with the provisions of Rule 5103.E within two (2) hours of the time that the SEF provides the Prime Broker with a Confirmation of such Transaction in accordance with Rule 4012.
- (c) Prime Broker Client Obligations.
- (1) In advance of transmitting or responding to RFQs or submitting each Prime Brokerage Order and Permitted Cross Transaction to the SEF pursuant to this Rule 4105, each Prime Broker Client shall ensure the Prime Brokerage Order or Permitted Cross Transaction complies with any relevant Prime Broker Limit then in effect.
 - (2) Upon receiving notice (whether from the SEF, its Prime Broker or otherwise) that a Prime Broker has cancelled a Participant's designation as a Prime Broker Client, such Participant shall cancel any unfilled Prime Brokerage Orders and Permitted Cross Transactions submitted in the name of and on behalf of the relevant Prime Broker and shall not submit any additional Prime Brokerage Orders or Permitted Cross Transactions in the name of and on behalf of that Prime Broker.
- (d) Fees. Fees for Prime Broker Transactions will be charged to the relevant Prime Broker Client, except for Prime Broker Transactions in which the relevant Prime Broker Client transacts through an Introducing Broker, in which case fees for such Transaction will be charged to the Prime Broker Client's Introducing Broker.

Section 5
CONDUCT OF PARTICIPANTS AND OTHER PERSONS

DUTIES AND OBLIGATIONS

Rule 5000 Duties and Responsibilities of Participants, Sponsored Participants, Customers and Clients

Each Participant and Sponsored Participant shall (and shall cause all of its respective Supervised Persons to) and each Customer and Client shall:

- (a) use the SEF and effect Transactions in a responsible manner and not for any improper purpose;
- (b) use the SEF only to conduct permitted activity as determined by the SEF;
- (c) comply with the SEF Rules and conduct all such activity in a manner consistent with the SEF Rules and Obligations;
- (d) comply with Applicable Law;
- (e) settle all Transactions entered into on or pursuant to the SEF Rules;
- (f) observe high standards of integrity, market conduct, commercial honor, fair dealing and just and equitable principles of trade while conducting or attempting to conduct any activity on or through the SEF or any aspect of any business connected with or concerning the SEF;
- (g) not knowingly mislead or conceal any material fact or matter in any dealings or filings with the SEF or in response to any SEF Proceeding;
- (h) keep any User IDs, account numbers and passwords related to the SEF confidential;
- (i) employ practices to monitor and enforce compliance with risk limits established in conformance with Applicable Law; and
- (j) keep, or cause to be kept, complete and accurate books and records in accordance with Rule 8002.

Rule 5001 Required Disclosures to the SEF

- (a) Each Participant, Sponsored Participant, Customer and Client shall immediately notify the Market Regulation Department in writing at such time as it becomes aware of the occurrence of any of the following events:
 - (1) any damage to, or failure or inadequacy of, the systems, facilities or equipment of such Person to effect Transactions pursuant to the SEF Rules;

- (2) any failure to timely perform such Person's financial obligations under or in connection with Swaps of such Person (or Swaps of any Customer, Client or Sponsored Participant of such Person, as applicable);
- (3) any violation of Applicable Law in connection with such Person's access to, or activities on the SEF, including the requirements of the CFTC and, if applicable, NFA;
- (4) a Material Adverse Change in such Person's financial condition or in the financial condition of an Affiliate of such Person if such change materially impacts such Person's ability to satisfy its obligations under the SEF Rules;
- (5) any refusal of admission of such Person to any other swap execution facility, commodity or securities exchange, DCM, DCO, Self-Regulatory Organization or other business or professional association, or withdrawal by such Person of any application for participation or membership in any swap execution facility, commodity or securities exchange, DCM, DCO, Self-Regulatory Organization or other business or professional association;
- (6) the indictment or conviction of, or any confession of guilt or plea of guilty or *nolo contendere* by such Person (or, if applicable, any of its respective Supervised Persons with access to the SEF) for any felony of any nature or misdemeanor involving, arising from, or related to, the purchase or sale of any Swap or other financial instrument, or involving or arising from moral turpitude, misrepresentation, fraud, deceit, theft, embezzlement, gambling, conversion or abuse of a fiduciary relationship;
- (7) the issuance of a formal order of investigation (or its equivalent), or the commencement, by the issuance or service of a written complaint (or its equivalent), of any judicial, administrative or self-regulatory proceeding, as the case may be, against such Person (or, if applicable, any of its respective Supervised Persons) by the CFTC, the SEC, the securities commission or equivalent authority of any state, territory, the District of Columbia or foreign country, or any swap execution facility, commodity or securities exchange or related clearing organization, DCM, DCO, any Self-Regulatory Organization or other business or professional association;
- (8) the bankruptcy or insolvency of such Person or any of its Affiliates; or
- (9) any suspension, expulsion, bar, fine, censure, cease and desist order, temporary or permanent injunction, denial of Trading Privileges or any other sanction or discipline imposed on such Person (or, if applicable, any of its respective Supervised Persons), whether through an adverse determination, voluntary settlement or otherwise, by:
 - (i) a swap execution facility, commodity or securities exchange, DCM, DCO, Self-Regulatory Organization or other business or professional association;

- (ii) the SEC, the CFTC or the securities commission or equivalent authority of any state, territory, the District of Columbia or foreign country; or
 - (iii) any federal court, state court, Government Agency not mentioned above or quasi-governmental body.
- (b) Each Participant, Sponsored Participant, Customer and Client shall notify the Market Regulation Department in writing within ten (10) days of becoming aware of the occurrence of any of the following events:
 - (1) any denial or withdrawal of any application for any registration or license with respect to such Person (or, if applicable, any of its respective Supervised Persons) by or from the SEC, the CFTC or the securities commission or equivalent authority of any state, territory, the District of Columbia or foreign country, or
 - (2) the issuance of a bar by any agency of the United States from contracting with the United States.

TRADING CONDUCT

Rule 5100 Abusive Trading Practices Prohibited

- (a) No Participant or Sponsored Participant or any of its respective Supervised Persons, nor any Customer or Client, shall engage in, or attempt to engage in, any fraudulent act or engage in, or attempt to engage in, any manipulative device, scheme or artifice to defraud, deceive, trick or mislead in connection with or related to any SEF activity including, without limitation, any of the following trading practices except as otherwise authorized under the SEF Rules:
 - (1) parking;
 - (2) pre-arranged trading (it being understood that pre-arranged trading does not include Transactions resulting from pre-execution communications to the extent permitted by Rule 5203(b));
 - (3) adjusted trading or overtrading;
 - (4) front-running;
 - (5) wash trading;
 - (6) cross transactions;
 - (7) fictitious transactions;
 - (8) money passes;
 - (9) non-competitive transactions (unless otherwise exempt or excluded pursuant to the SEF Rules);

- (10) accommodation trading;
- (11) fraudulent trading; or
- (12) any other trading practices that the SEF or the CFTC deems to be abusive.

Additionally, no Participant or Sponsored Participant or any of its respective Supervised Persons, nor any Customer or Client, shall knowingly execute or accommodate the execution of any such activity by direct or indirect means.

- (b) No Participant, Sponsored Participant, Customer or Client shall trade any Swap that is not authorized to trade on the SEF.

Rule 5101 Good Faith Bids and Offers and RFQs

A Participant or Sponsored Participant shall not knowingly enter, nor shall any Participant, Sponsored Participant, Customer or Client, cause to be entered, bids or offers or RFQs into the SEF other than in good faith for the purpose of executing *bona fide* Transactions.

Rule 5102 Invalid Transactions

- (a) A Transaction made or purported to be made on or pursuant to the SEF Rules may be declared invalid by the SEF in the following circumstances:
 - (1) *Unrepresentative Price*. If, taking into consideration current market conditions, the SEF determines that a Transaction has taken place at an unrepresentative price, the SEF, at its absolute discretion, may declare such Transaction invalid. The SEF may take into account such information as it deems appropriate when determining whether to invalidate a Transaction, including, without limitation, the following:
 - (i) price movement of other swap contracts with similar terms;
 - (ii) current market conditions, including levels of activity and volatility;
 - (iii) time period between different quotes and between quoted and traded prices;
 - (iv) market or other information regarding price movement in related swap contracts; or
 - (v) manifest error.
 - (2) *Breach of Applicable Law*. If the SEF determines that a Transaction has been made in breach of Applicable Law, the SEF may declare the Transaction invalid.
- (b) When a Transaction is declared invalid by the SEF, the parties to the Transaction will be notified by the SEF of that fact and a message will be broadcast through the SEF announcing the Swap contract and price level of the invalid Transaction, and the invalid Transaction may be displayed on the SEF as a cancelled Transaction.

Rule 5103 Trade Cancellation, Correction, Offset and Adjustment

Rule 5103.A. SEF Authority Regarding Trade Cancellation, Correction, Offset and Adjustment

The SEF has authority to cancel, or adjust the price of, any Transaction executed on or pursuant to the SEF Rules, or to execute or require the execution of a new or offsetting Transaction:

- (a) when the SEF determines in its sole discretion such action is necessary to mitigate market disrupting events caused by the improper or erroneous use of the SEF or by system defects;
- (b) at any time the SEF determines in its sole discretion that allowing a Transaction to stand as executed may have a material adverse effect on the integrity of the market;
- (c) in accordance with Rule 4013.A. and this Rule 5103;
- (d) where the Transaction was intended to be cleared and was submitted to a DCO via an Affirmation Hub or other middleware provider but was not presented to the DCO for clearing due to a post-execution processing issue;
- (e) where the SEF determines in its sole discretion that a mistake occurred as a result of an error by an Execution Specialist; or
- (f) to comply with Applicable Law.

Rule 5103.B. Transaction Price Review

- (a) Determination to Review a Transaction's Price.
 - (1) The SEF may determine to review a Transaction's price based on its independent analysis of market activity or upon a Participant's request (including a Participant that is a Prime Broker Client).
 - (2) A Participant's request for review must be made within ten (10) minutes of execution the relevant Transaction and must include the USI for the Transaction and a statement of the grounds for the review. In the absence of a timely request for review, the SEF may determine whether or not a Transaction will be subject to review in its sole discretion. Notwithstanding the foregoing, subject to Applicable Law, the SEF shall amend the terms of, or cancel, any Transaction that the parties, together with the DCO, as applicable, mutually agree to amend or cancel, even in the event that such amendment or cancellation is not submitted to the SEF within the applicable review period specified above.
- (b) Review of a Transaction's Price.
 - (1) In reviewing a Transaction's price, the SEF shall use good faith efforts to determine the fair mid-market price for the Swap at the time the Transaction was executed. The SEF may consider any relevant information, including, but not limited to, the

last transaction price of the Swap or a better bid/offer, a more recent price for a different maturity date, the price of the same or related Swap established in another venue or another market, the market conditions at the time of the Transaction and the theoretical value of an option based on the most recent implied volatility.

- (2) Following the SEF's determination of a Transaction's fair mid-market price in accordance with Rule 5103.B.(b)(1) above, the SEF shall have the right, in its sole discretion, to cancel or adjust the price of such Transaction or to require the entry into an offsetting Transaction; *provided, however*, that the SEF shall not make any such cancellation or price adjustment or require the entry of an offsetting Transaction if such action would, in the SEF's sole discretion, (i) adversely impact market integrity, (ii) facilitate market manipulation or other illegitimate activity or (iii) otherwise violate the CEA, CFTC Regulations or the SEF Rules.
- (3) The method of adjustment or cancellation of any Cleared Swap that is adjusted or cancelled shall be the method provided for by the rules and procedures of the relevant DCO.

Rule 5103.C. Review of Transactions for Errors

- (a) If a Participant, Sponsored Participant, Client or Customer believes that any Transaction was incorrectly executed, cleared or rejected from clearing as a result of an Error (as defined in Rule 5103.C.(f) below), such Person may, within ten (10) minutes thereafter, request a review of the Transaction by providing the USI for the Transaction and stating the grounds for the disagreement.
- (b) Upon timely receipt by the SEF of a request for a Transaction review in accordance with Rule 5103.C.(a) above, or if the SEF determines on its own initiative to conduct such a review, the SEF will review its electronic audit trail and other relevant records to determine if an Error occurred. If the request for review is not timely, the SEF may, in its sole discretion, perform a review of the Transaction.
- (c) If the review described in this Rule 5103.C. reveals that the Transaction was incorrectly executed, cleared or rejected from clearing as a result of an Error, the SEF may cancel or adjust the Transaction, or execute or require the execution of a new or offsetting Transaction (in accordance with the procedures specified in Rule 4013.A. for Cleared Swaps), as appropriate; *provided, however*, that the SEF shall not take any action pursuant to this Rule 5103.C.(c) if such action would, in the SEF's sole discretion, (i) adversely impact market integrity, (ii) facilitate market manipulation or other illegitimate activity or (iii) otherwise violate the CEA, CFTC Regulations or the SEF Rules.
- (d) If the review described in this Rule 5103.C. reveals that the Transaction was not incorrectly executed, nor cleared or rejected from clearing as a result of an Error, then no adjustment shall be made.
- (e) If a Transaction is reviewable for price under Rule 5103.B., the procedures of this Rule 5103.C. shall not apply. For the avoidance of doubt, if a Transaction was correctly executed

but the reporting to the SDR was in error, Rule 8005 shall apply and this Rule 5103.C. shall not apply.

- (f) For purposes of this Rule 5103.C., an “Error” shall mean the occurrence of any of the following:
- (1) A mistake made as the result of a malfunction of the SEF or human error, including a mistake made by an Execution Specialist;
 - (2) An Order or RFQ was incorrectly displayed and/or executed;
 - (3) A clerical or operational error or omission made by the SEF or a Participant (including a Prime Broker Client), Sponsored Participant, Client or Customer (or any agent of any of the foregoing) that caused a transaction to be rejected from clearing and void *ab initio*;
 - (4) A Clearing Firm or DCO rejected a leg of a Package Transaction for clearing because of the sequencing of submission for clearing of the legs of the applicable Package Transaction; or
 - (5) Where a Transaction was intended to be cleared and was submitted to a DCO via an Affirmation Hub or other middleware provider but was not presented to the DCO for clearing due to a post-execution processing issue.

Rule 5103.D. Records and Reporting of Cancellations and Price Adjustments

- (a) Cancelled Transactions and any prices that have been adjusted shall be cancelled in the SEF’s official records.
- (b) Transactions that have had their price adjusted shall be reflected in the SEF’s official records at the adjusted price.
- (c) If a Transaction is either cancelled or adjusted pursuant to Rule 5103, the SEF shall submit a cancellation or correction of the Transaction to the same SDR to which the Transaction was previously reported.

Rule 5103.E. Cancellation of Prime Brokerage Transactions

- (a) Subject to Rule 4105(b)(4), a Prime Broker shall have the right to cancel any Prime Broker Transaction within two (2) hours of the time that the SEF provides the Prime Broker with a Confirmation of such Transaction in accordance with Rule 4012 (i) that is executed in breach of a Prime Broker Limit; (ii) that was executed by a Person that was not authorized by the Prime Broker; or (iii) that was executed for an unauthorized product. The Prime Broker shall communicate the cancellation directly to the SEF and indicate the reason for the cancellation. The SEF shall be entitled to rely on the Prime Broker’s statement that any such grounds exist without inquiry and shall have no liability to the Prime Broker, the Prime Broker Client, or the counterparty to the cancelled Transaction or any other party in so doing.

- (b) If any Prime Broker Transaction is cancelled by the SEF pursuant to the provisions of this Rule 5103.E., the Prime Broker, the Prime Broker Client and the counterparty shall be liable for payments in respect of such cancellation in accordance with the terms of their agreements or as they may otherwise agree. The SEF shall have no involvement in determination of any such payments.
- (c) Notwithstanding anything to the contrary in the SEF Rules, the SEF shall have the right, in its sole discretion, to suspend, revoke, limit, condition, restrict or qualify the ability of any Participant to transact on the SEF as a Prime Broker or Prime Broker Client following the use of the cancellation right in 5103.E.(a).
- (d) Nothing in this Rule 5103.E shall restrict the rights of a Prime Broker Client to request a review of a Prime Broker Transaction pursuant to the other provisions of Rule 5103.

Rule 5104 Misuse of the SEF

Misuse of the SEF is strictly prohibited. It shall be a violation of the SEF Rules for any Person to willfully or negligently engage in unauthorized access to the SEF, to assist any Person in obtaining unauthorized access to the SEF, to trade on the SEF without the authorization of a Participant, to alter the equipment associated with the SEF, to interfere with the operation of the SEF, to use or configure a component of the SEF in a manner that does not conform to the SEF Rules, to intercept or interfere with information provided on or through the SEF, or in any way to use the SEF in a manner contrary to the SEF Rules.

VIOLATIONS

Rule 5200 Rule Violations

- (a) It shall be a violation for a Participant, Sponsored Participant, Customer or Client or any Supervised Person to violate any SEF Rule, to breach any agreement made with the SEF, to violate Applicable Law, or to engage in fraud, dishonorable conduct, or in conduct which is inconsistent with just and equitable principles of trade.
- (b) Participants, Sponsored Participants, Customers and Clients and Supervised Persons shall assist the SEF in any investigation into potential violations of Applicable Law. Such assistance must be timely and may include, but not be limited to, requiring any Participant, Sponsored Participant, Client, Customer or Supervised Person to produce documents, to answer questions from the SEF or its designee, and/or to appear in connection with an investigation.
- (c) If a Participant, Sponsored Participant, Customers or Client has actual or constructive notice of a violation in connection with the use of the SEF by a Participant, Sponsored Participant, Client, Customer or Supervised Person and such Person fails to notify the Market Regulation Department within a reasonable time, such Person may be found to have committed an act detrimental to the interest or welfare of the SEF.

Rule 5201 Fraudulent Acts Prohibited

No Participant, Sponsored Participant, Customer or Client (or any Supervised Persons) shall engage in, or attempt to engage in, any fraudulent act or engage in, or attempt to engage in, any scheme to defraud, deceive, trick or mislead in connection with or related to any SEF activity.

Rule 5202 [Reserved]

Rule 5203 Fictitious or Wash Transactions; Permitted Pre-Execution Communications

- (a) No Participant, Sponsored Participant, Customer or Client (or any Supervised Persons) shall create fictitious transactions or wash transactions. No Person shall place or accept Orders in the same Swap where the Person knows or reasonably should know that the purpose of the Orders is to avoid taking a bona fide market position exposed to market risk (transactions commonly known or referred to as wash sales). Orders for different accounts with common beneficial ownership that are entered with the intent to negate market risk or price competition shall also be deemed to violate the prohibition on wash trades. Additionally, no Person shall knowingly execute or accommodate the execution of such Orders by direct or indirect means.
- (b) Participants, Sponsored Participants, Customers and Clients (and any of their Supervised Persons) may engage in pre-execution communications (including communications with respect to Orders) relating to:
 - (1) Permitted Cross Transactions;
 - (2) Block Trades executed pursuant to Rule 4016;
 - (3) Transactions executed pursuant to the procedures specified in Rule 4013.A.(e) and (f);
 - (4) Package Transactions (Order Book Exempt); and
 - (5) Required Cross Transactions;

provided that with respect to any pre-execution communications permitted by (1) through (5) above:

- (i) the parties to the pre-execution communications do not disclose to a non-party the details of such communications or use the information obtained in a manner contrary to Applicable Law, and
- (ii) the requirements of Rule 4011 are satisfied to the extent applicable.

Nothing contained in this Rule 5203(b) shall prevent a Person from disclosing information as may be required by legal process (including subpoena or demand for productions) or to such Person's agents or advisors (including, but not limited to, accountants and auditors and legal counsel).

Rule 5204 Market Disruptions Prohibited

Orders entered into the SEF for the purpose of upsetting the equilibrium of the market in any Swap or creating a condition in which prices do not or will not reflect fair market values are prohibited, and any Participant, Sponsored Participant, Customers or Client (or any of their respective Supervised Persons) who makes or assists in entering any such Order with knowledge of the purpose thereof or who, with such knowledge, in any way assists in carrying out any plan or scheme for the entering of any such Order, will be deemed to have engaged in an act detrimental to the SEF in violation of this Rule 5204.

Rule 5205 Market Manipulation Prohibited

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall attempt to manipulate or manipulate the price of any Swap including, without limitation, cornering, “front-running”, “money passes”, trading ahead or against Customer Orders, combination or improper cross trading involving, for example and without limitation, a short term riskless transaction taking advantage of an incoming Order or the offset of a prior position to avoid an adverse market move.

Rule 5206 Disruptive Trading Practices Prohibited

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall engage in any trading, practice or conduct that constitutes a “disruptive trading practice,” as such term is defined by the Section 4c(a)(5) of the CEA (7 U.S.C. § 6c(a)(5)) or the related CFTC Regulations.

Rule 5207 Prohibition of Misstatements

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall make any knowing misstatement of a material fact to the SEF, any SEF Official, any Board committee or SEF Panel, any agent of the SEF (including the Regulatory Services Provider) or any Participant, Sponsored Participant, Customer, Client or Supervised Person. All swap data or other information submitted from time to time by any Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) to the SEF, or by the SEF on behalf of any such Person, to any Clearing Firm, Affirmation Hub, DCO or SDR, shall be accurate and complete in all material respects as of the time submitted.

Rule 5208 Acts Detrimental to the SEF Prohibited

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall engage in any act that is detrimental to the SEF.

Rule 5209 Adherence to Law

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall engage in conduct that is a violation of the Applicable Law.

Rule 5210 Communications with the Public and Promotional Material

Promotional material and similar information issued by Participants shall comply with Applicable Law.

SUPERVISION

Rule 5300 Duty to Supervise

Each Participant shall establish, maintain and administer reasonable supervisory procedures to monitor the compliance of its Supervised Persons with the SEF's Rules and any applicable provisions of the CEA or CFTC Regulations and such Participant may be held accountable for the actions of such Supervised Persons. As set forth in Rule 4105(b)(3), a Prime Broker shall have no responsibility to supervise any Prime Broker Client or any of such Prime Broker Client's Supervised Persons.

INSPECTIONS

Rule 5400 Inspections by the SEF

- (a) The SEF and the Regulatory Services Provider (and their respective authorized representatives), shall have the right, in connection with determining whether all Obligations are being, will be, or have been complied with by a Participant, Sponsored Participant, Customer or Client, in accordance with Applicable Law:
 - (1) inspect books and records, systems, equipment and software operated by such Person in connection with any SEF activity, wherever located;
 - (2) access the systems, equipment, software and the premises on which the systems, equipment and software are located and any data stored in any of the systems or equipment, during the regular business hours and the Trading Hours of the SEF without prior notice to such Person; and/or
 - (3) remove, copy or reproduce any data to which the SEF has access under the SEF Rules.
- (b) Each such Person shall provide the Regulatory Services Provider with the same access to its books and records and offices as it is required to provide the SEF under the SEF Rules and Applicable Law.
- (c) The Market Regulation Department may require a Participant to furnish (periodically or on a particular occasion) information concerning the Participant's activity on the SEF. For a Participant, such information includes but is not limited to, the Participant's open trading positions or Swaps to which the Participant is a party.
- (d) The SEF shall provide prior notice to a Person in the event of an inspection that has been prescheduled by the SEF.

INFORMATION SHARING

Rule 5500 Information-Sharing

- (a) The SEF may enter into information-sharing agreements or other arrangements or procedures to establish and enforce rules that will allow the SEF to obtain any necessary information to perform any monitoring of trading and trade processing, provide information to the CFTC upon request and that allow the SEF to carry out such international information-sharing agreements as the CFTC may require. As part of any information-sharing agreements or other arrangements or procedures adopted pursuant to this Rule 5500, the SEF may:
 - (1) provide market surveillance reports to other markets;
 - (2) share information and documents concerning current and former Participants with other markets;
 - (3) share information and documents concerning ongoing and completed investigations with other markets; and/or
 - (4) require its current or former Participants, or their Sponsored Participants, Customers or Clients, to provide information and documents to the SEF at the request of other markets with which the SEF has an information-sharing agreement or other arrangements or procedures.
- (b) The SEF may enter into any arrangement with any Person or body (including, without limitation, the CFTC, the NFA, any Self-Regulatory Organization, any exchange, market, Swap Data Repository, reporting services or clearing organization or foreign regulatory authority) if the SEF considers such arrangement to be in furtherance of the SEF's purpose or duties under Applicable Law.
- (c) The SEF may disclose to any Person or entity information concerning or associated with a Participant or other Person where the SEF believes such disclosure is reasonably necessary and appropriate in exercising a legal or regulatory function.
- (d) Participants, Sponsored Participants, Customers and Clients shall provide the SEF any requested information pursuant to the SEF Rules or Applicable Law as necessary for the SEF to perform any of the functions described in these SEF Rules.

FINANCIAL REQUIREMENTS

Rule 5600 Minimum Financial and Related Reporting Requirements

- (a) Each Participant that is registered with any Government Agency, including the CFTC and the SEC, or a Self-Regulatory Organization shall comply with the provisions of Applicable Law, including, but not limited to, the rules and regulations such Government Agency or

Self-Regulatory Organization imposes on a Participant relating to minimum financial and related reporting and recordkeeping requirements.

- (b) Each Participant shall qualify as an ECP and undertake to timely update any change to the Participant's status as an ECP.
- (c) A copy of any notice or written report that a Participant is required to file with the CFTC pursuant to CFTC Regulation 1.12 shall be concurrently provided to the SEF.
- (d) A Participant who is subject to and violates CFTC Regulations 1.10, 1.12, 1.17 or 1.18 shall be deemed to have violated this Rule 5600.

Rule 5601 Confidentiality of Financial and Other Information

All information and data obtained or received by the Market Regulation Department from inspections of accounting and other records, quarterly balance sheets and declarations or reports on financial condition will be treated as confidential by the SEF; however, this Rule 5601 does not supplant Rule 5500 and the SEF Rules in Section 7, Applicable Law, or any other requirement of legal process or law.

Rule 5602 Authority to Impose Restrictions

Whenever a Participant is subject to the early warning requirements set forth in CFTC Regulation 1.12, the SEF may impose such conditions or restrictions on the business and operations of such Participant as the SEF may deem necessary or appropriate for the protection of customers, other Participants, or the SEF.

Rule 5603 Additional Disclosure Requirements

Each Participant must comply with all disclosure requirements set forth in applicable CFTC and Self-Regulatory Organization rules and regulations. Any such disclosure may be combined with a disclosure regarding the existence of financial interests held by the Participant in the SEF or any other exchange.

MISCELLANEOUS

Rule 5700 Gifts and Gratuities

Participants shall maintain and enforce gifts policies and procedures to prevent gifts in excess of one hundred dollars (\$100) to Directors, Officers and SEF employees.

Rule 5701 Anti-Money Laundering and Anti-Terrorism

It is SEF policy: (1) not to engage in or knowingly assist any money laundering or other illicit business, and (2) not to engage in or knowingly assist, or be a conduit for, terrorist financing. Participants will be required to provide sufficient information for Participants and their Customers or Clients, if applicable, for SEF to conduct restricted list searches, including, but not limited to,

searches against the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

Rule 5702 Market Data

- (a) All Participants, Sponsored Participants, Customers and Clients and all Supervised Persons, agents, vendors, and other Persons affiliated with the foregoing understand and acknowledge that the SEF has a proprietary interest in:
 - (1) the price and quantity data from each and every Transaction executed on the SEF or subject to the SEF Rules, including the time at which the Transaction was executed on, or submitted to, the SEF;
 - (2) the price and quantity data for each and every Order, RFQ, or Block Trade submitted to the SEF, including the time at which the Order or RFQ was entered;
 - (3) the yield curves and reference prices prepared by the SEF;
 - (4) any data and information derived from (1), (2) and (3) and the format and presentation thereof (except a Participant's confidential information or data); and
 - (5) the transmissions and dissemination of the data and information to Participants, any publisher of the data or information with whom the SEF has a written agreement, and any other Persons.
- (b) Except with respect to such Person's confidential information or data, Participants, Sponsored Participants, Customers and Clients and Supervised Persons may not distribute, sell or retransmit any other information displayed on the SEF to any third party without the express written consent of the SEF.
- (c) The SEF may at any time restrict or establish utilization fees in respect of data described in Rule 5702(a) with respect to all or any Participants, Sponsored Participants, Customers or Clients in order to safeguard the security or operations of the SEF or to preserve market integrity, fair and orderly trading, or if otherwise in the public interest, *provided, however*, that view-only access is provided free-of-charge.

Rule 5703 Extension or Waiver of SEF Rules

If necessary and expedient, the SEF may, in its sole discretion, waive, or extend the time period for performing, any act or acts designated by the SEF Rules, but only to the extent such waiver or extension is not inconsistent with the CEA or the CFTC Regulations.

SECTION 6
ENFORCEMENT OF RULES AND
DISCIPLINARY PROCEEDINGS

Rule 6000 General

- (a) All Participants, Sponsored Participants, Account Managers, Authorized Traders, Clients, Customers, Supervised Persons and any other Person using a User ID of a Participant or login credentials linked to a Participant or User ID shall be subject to the SEF's jurisdiction. Any Participant, Sponsored Participant, Account Manager, Authorized Trader, Client, Customer, Supervised Person or other Person using a User ID of a Participant or login credentials linked to a Participant or User ID is subject to this Section 6 if such Person is alleged to have violated, to have aided and abetted a violation, to be violating, or to be about to violate, any SEF Rule or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction.
- (b) The SEF, through its Market Regulation Department, Review Panels, Disciplinary Panels and Appeals Panels will conduct inquiries, investigations, disciplinary proceedings and appeals from disciplinary proceedings, summary impositions of fines, summary suspensions or other summary actions in accordance with this Section 6.
- (c) The SEF and its Regulatory Services Provider are parties to a Regulatory Service Agreement as referenced in Rule 2600, pursuant to which the Regulatory Services Provider has agreed to perform certain regulatory services described in this Section 6 on behalf of SEF. The SEF Rules that refer to the SEF, SEF staff, the Market Regulation Department and other SEF departments should be understood as also referring to the Regulatory Services Provider, the Regulatory Services Provider staff and the Regulatory Services Provider departments acting on behalf of SEF pursuant to the Regulatory Services Agreement. Notwithstanding the fact that the SEF has entered into the Regulatory Services Agreement with its Regulatory Services Provider to perform some of the SEF's functions, the SEF shall retain ultimate legal responsibility for, and control of, such functions.
- (d) No SEF Official will interfere with or attempt to influence the process or resolution of a Disciplinary Action except to the extent provided under the SEF Rules with respect to a proceeding in which the SEF Official is a member of the relevant panel.
- (e) Any Participant, Sponsored Participant, Account Manager, Authorized Trader, Client, Customer or Supervised Person may be represented by counsel during any Disciplinary Action pursuant to this Section 6.
- (f) The SEF may hold a Participant or any Customer or Client liable for, and impose sanctions against such Participant, Customer or Client, for such Participant's, Customer's or Client's own acts and omissions that constitute a violation as well as for, in the case of a Participant, the acts and omissions of each (A) Authorized Trader of such Participant, (B) other Supervised Person of such Participant, (C) other Person using a User ID of such Participant or login credentials linked to the Participant or User ID, (D) agent or representative of such

Participant, in each case, that constitute a violation as if such violation were that of the Participant, or (E) Sponsored Participant, Client or Customer of such Participant.

- (g) The SEF may hold an Authorized Trader liable for, and impose sanctions against such Authorized Trader for, such Authorized Trader's own acts and omissions that constitute a violation as well as or for the acts and omissions of any agent or representative of such Authorized Trader that constitute a violation as if such violation were that of the Authorized Trader.

Rule 6001 Inquiries and Investigations

- (a) The Market Regulation Department shall investigate potential or alleged violations of the SEF Rules. The Market Regulation Department will commence an investigation (i) upon the receipt of a request from CFTC staff or (ii) upon the discovery or receipt of information that, in the judgment of the Market Regulation Department, indicates a reasonable basis for finding that a violation may have occurred or will occur. The Market Regulation Department will determine the nature and scope of its inquiries and investigations and will function independently of any commercial interests of the SEF.
- (b) The Market Regulation Department may:
 - (1) initiate and conduct inquiries and investigations, and engage such third-party advisors, include legal counsel, as it deems appropriate;
 - (2) prepare Investigation Reports and make recommendations concerning initiating disciplinary proceedings;
 - (3) prosecute alleged violations within the SEF's disciplinary jurisdiction; and
 - (4) represent the SEF on summary imposition of fines, summary suspension or other summary action.
- (c) Each Clearing Firm, Participant, Sponsored Participant, Account Manager, Authorized Trader, Customer, Client and Supervised Person and any other Person that is subject to the SEF's jurisdiction:
 - (1) is obligated to appear and testify and respond in writing to interrogatories within the time period required by the SEF in connection with:
 - (i) any SEF Rule or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction;
 - (ii) any Disciplinary Action; or
 - (iii) any preparation for and presentation during a Disciplinary Action;

- (2) is obligated to produce books, records, papers, documents or other tangible evidence in its, his or her possession, custody or control within the time period required by the SEF in connection with:
 - (i) any SEF Rule or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction;
 - (ii) any situation in which such books, records, papers, documents or other tangible evidence would be useful to the SEF in determining if a violation of a SEF Rule has occurred;
 - (iii) any Disciplinary Action; or
 - (iv) any preparation for and presentation during a Disciplinary Action; and
- (3) may not impede or delay any Disciplinary Action.
- (d) Each investigation must be completed in a timely manner. Absent mitigating factors, a timely manner is no later than twelve (12) months after the date that an investigation is opened. Mitigating factors that may reasonably justify an investigation taking longer than twelve (12) months to complete include the complexity of the investigation, the number of firms or individuals involved as potential wrongdoers, the number of potential violations to be investigated, and the volume of documents and data to be examined and analyzed by the Market Regulation Department.

Rule 6002 Reports of Investigations

- (a) The Market Regulation Department will maintain a log of all investigations and the disposition of each. The Market Regulation Department will prepare an Investigation Report, regardless of whether the evidence gathered during any inquiry or investigation forms a reasonable basis to believe that a violation within the SEF's jurisdiction has occurred or is about to occur or whether the evidence gathered results in closing the matter without further action or through summary action.
- (b) The Investigation Report will include the reasons for initiating the investigation (including a summary of the complaint, if any), all relevant facts and evidence gathered, Market Regulation Department's analysis and conclusions, the potential respondent's disciplinary history at the SEF, and the recommendation of the Market Regulation Department. For each potential respondent, the Market Regulation Department will recommend:
 - (1) closing the investigation without further action;
 - (2) settlement;
 - (3) summary action;
 - (4) the preparation and service of a Notice of Charges for initiating a disciplinary proceeding;

- (5) resolving the investigation through an informal disposition, including the issuance of a warning letter (an informal disposition (including the issuance of a warning letter) will not constitute a finding of a violation or a sanction);
 - (6) forwarding the Investigation Report to a Review Panel as discussed in Rule 6004; or
 - (7) in the case of one of the violations described in Rule 6016(a)(1) through (4), forwarding the Investigation Report to the Regulatory Oversight Committee for determination regarding whether to impose a summary fine under Rule 6016.
- (c) After reviewing the Investigation Report, the Chief Compliance Officer will:
- (1) proceed with the Market Regulation Department's recommendation;
 - (2) forward the Investigation Report to a Review Panel as discussed in Rule 6004; or
 - (3) in the case of one of the violations described in Rule 6016(a)(1) through (4), forward the Investigation Report to the Regulatory Oversight Committee for determination regarding whether to impose a summary fine under Rule 6016.

Rule 6003 Opportunity to Respond

- (a) If the Review Panel authorizes disciplinary proceedings or the Chief Compliance Officer determines to proceed with the Market Regulation Department's recommendation to initiate disciplinary proceedings, the Market Regulation Department will notify each potential respondent that the Market Regulation Department or Review Panel has recommended formal disciplinary charges against the potential respondent.
- (b) The SEF may allow a potential respondent to propose a settlement of the matter or to submit a written statement explaining why a disciplinary proceeding should not be instituted or one or more of the potential charges should not be brought. The potential respondent shall submit such written statement within the time limit established by the Market Regulation Department.

Rule 6004 Review of Investigation Reports

- (a) The Chief Compliance Officer may, in his/her discretion, convene a Review Panel to review the Investigation Report.
- (b) The Review Panel shall be appointed by the Chief Compliance Officer or the SEF's Regulatory Services Provider and shall be comprised of three individuals, at least two of whom would not be disqualified from serving as Public Directors. Each Review Panel must include members who have had relevant experience in some capacity (whether as a current or former employee, officer, director, principal, consultant, advisor, service provider or otherwise) working with or for sufficient different Membership Interests so as to ensure fairness and to prevent special treatment or preference for any Person in the conduct of the Review Panel's responsibilities, and no member of the Review Panel may be involved in

the adjudication of any other stage of the same proceeding. If a vacancy occurs on a Review Panel after it has begun a proceeding, the remaining members of the panel shall complete consideration and disposition of the matter. Once the Review Panel has provided its decision, it shall be dissolved automatically.

- (c) The Review Panel will review the Investigation Report and any reports of additional investigation or evidence provided by the Market Regulation Department pursuant to Rule 6004(c)(1) below and, within thirty (30) days of receiving the Investigation Report or report of additional investigation or evidence, as applicable, will take one of the following actions:
- (1) If the Review Panel determines that additional investigation or evidence is needed, it will promptly direct the Market Regulation Department to conduct further investigation or obtain additional evidence.
 - (2) If the Review Panel determines that no reasonable basis exists for finding a violation of the SEF Rules or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction has occurred or is about to occur or that adjudication is otherwise unwarranted, it may direct that no further action be taken. Such determination will be in writing, and will include the reason the investigation was initiated, a summary of the complaint, a written statement setting forth the facts and analysis supporting the decision and, if applicable, any recommendations. The Review Panel shall also provide the written statement to any applicable Regulatory Services Provider.
 - (3) If the Review Panel determines that a reasonable basis exists for finding a violation of the SEF Rules or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction has occurred or is about to occur and adjudication is warranted, the Review Panel will determine for each potential respondent whether to authorize:
 - (i) the informal disposition of the investigation (by issuing a warning letter or otherwise) because disciplinary proceedings are unwarranted, in which case the Review Panel shall provide a written explanation to any Regulatory Services Provider;
 - (ii) the closing of the investigation without any action because no reasonable basis exists to believe that a violation within the SEF's jurisdiction has occurred or is about to occur in which case the Review Panel shall provide a written explanation to any Regulatory Services Provider; or
 - (iii) the commencement of disciplinary proceedings because a reasonable basis exists to believe that a violation within the SEF's jurisdiction has occurred or is about to occur.
- (d) A failure of the Review Panel to act within the time prescribed above shall not prevent the appointment of a Disciplinary Panel. The Chief Compliance Officer shall inform the ROC of any such failure of the Review Panel to act. The ROC shall, within thirty (30) days of

the date by which the Review Panel was required to act review the failure and take appropriate action and may itself take any of the actions which the Review Panel could have taken under Rule 6004(c), including appointment of a Disciplinary Panel.

Rule 6005 Notice of Charges

- (a) If the Review Panel (or the ROC in the event of a failure of the Review Panel to act within the requisite time period) authorizes disciplinary proceedings or the Chief Compliance Officer elects to follow the recommendation of the Market Regulation Department to commence a disciplinary proceeding, the Chief Compliance Officer will appoint a Disciplinary Panel as provided in Rule 6009. In addition, the Market Regulation Department will prepare, and serve in accordance with Rule 6007, a notice of charges (a “Notice of Charges”).
- (b) A Notice of Charges will:
 - (1) state the acts, practices or conduct that the respondent is alleged to have engaged in;
 - (2) state the SEF Rule or other provision of Applicable Law alleged to have been violated or about to be violated;
 - (3) state the proposed sanctions;
 - (4) advise the respondent of its right to a hearing;
 - (5) advise the respondent of its right to be represented by legal counsel of its choosing in all succeeding stages of the disciplinary process;
 - (6) state the period of time within which the respondent can request a hearing on the Notice of Charges, which will not be less than twenty (20) days after service of the Notice of Charges;
 - (7) advise the respondent that any failure to request a hearing within the period stated, except for good cause, will be deemed to constitute a waiver of the right to a hearing; and
 - (8) advise the respondent that any allegation in the Notice of Charges that is not expressly denied or answered will be deemed to be admitted.

Rule 6006 Answer to Notice of Charges

- (a) If the respondent determines to answer a Notice of Charges, the respondent must file answers within twenty (20) days after being served with such notice, or within such longer time period determined by the Disciplinary Panel in accordance with Rule 6012.

- (b) To answer a Notice of Charges, the respondent must in writing:
 - (1) specify the allegations that the respondent denies or admits;
 - (2) specify the allegations that the respondent does not have sufficient information to either deny or admit;
 - (3) specify any specific facts that contradict the Notice of Charges;
 - (4) specify any affirmative defenses to the Notice of Charges; and
 - (5) sign and serve the answer on the Disciplinary Panel.
- (c) Any failure by the respondent to timely serve an answer to a Notice of Charges will be deemed to be an admission to the allegations in such notice. Any failure by the respondent to answer one or more allegations in a Notice of Charges will be deemed to be an admission of that allegation or those allegations. Any allegation in a Notice of Charges that the respondent fails to expressly deny will be deemed to be admitted. A general denial by the respondent, without more, will not satisfy the foregoing requirements.

Rule 6007 Service of Notice of Charges

- (a) Any Notice of Charges or other documents to be served pursuant to this Section 6 may be served on the respondent personally or may be served (and service shall be deemed complete) by leaving the same at his or her place of business, by entrusting the same to reputable overnight courier for tracked delivery, or by depositing the same in the United States mail, postage prepaid, via registered or certified mail, in either case addressed to respondent at the address as it appears on the books and records of the SEF.
- (b) Any Notice of Charges or other documents contemplated to be served pursuant to this Section 6 may also be served upon the respondent and service shall be deemed complete via electronic mail to the electronic mail address as it appears on the books and records of the SEF.

Rule 6008 Settlement Offers

- (a) A respondent or potential respondent may, at any time after completion of an Investigation Report and before disciplinary proceedings have concluded, propose in writing an offer of settlement related to anticipated or instituted disciplinary proceedings.
- (b) Any offer of settlement should contain proposed findings and sanctions and be signed by the respondent or potential respondent and submitted to the Market Regulation Department.
- (c) A respondent or potential respondent may offer to settle disciplinary proceedings without admitting or denying the findings contained in the Notice of Charges but must accept the jurisdiction of the SEF over it and over the subject matter of the proceedings and consent to the entry of the findings and sanctions imposed.

- (d) If a respondent or potential respondent submits an offer of settlement in accordance with Rule 6008(a) above, the Market Regulation Department will forward the offer to the Chief Compliance Officer and the Chief Compliance Officer will in turn forward the offer to the Disciplinary Panel with a recommendation on whether to accept or reject the offer.
- (e) If an offer of settlement is forwarded to it pursuant to Rule 6008(d) above, the Disciplinary Panel must review the offer of settlement within ninety (90) Business Days after receipt of the offer of settlement by the Chief Compliance Officer unless an extension has been agreed by the respondent in writing. The Disciplinary Panel may accept the offer of settlement, but may not alter the terms of a settlement offer unless the respondent agrees. A Disciplinary Panel, in its discretion, may permit the respondent to accept a sanction without admitting or denying the rule violation on which the sanction is based.
- (f) If an offer of settlement is accepted by the Disciplinary Panel, it shall issue a written decision specifying:
 - (1) the rule violations it has reason to believe were committed, including the basis or reasons for the panel's conclusions;
 - (2) any sanction to be imposed, which must include full customer restitution where customer harm is demonstrated, except where the amount of restitution or to whom it should be provided cannot be reasonably determined; and
 - (3) if applicable, that the respondent has accepted the sanctions imposed without either admitting or denying the rule violations.
- (g) In the event that the Disciplinary Panel accepts an offer of settlement without the agreement of the Chief Compliance Officer, the Disciplinary Panel's written decision must adequately support such acceptance.
- (h) If an offer of settlement is accepted and the related decision becomes final, the respondent's submission of the offer will be deemed to constitute a waiver of the right to notice, opportunity for a hearing and review and appeal under the SEF Rules.
- (i) The respondent may withdraw his, her or its offer of settlement at any time before final acceptance by the Disciplinary Panel. If an offer is withdrawn after submission, or is rejected by the Disciplinary Panel, the respondent must not be deemed to have made any admissions by reason of the offer of settlement and must not be otherwise prejudiced by having submitted the offer of settlement.
- (j) If the offer of settlement of a respondent or potential respondent is not accepted by the Disciplinary Panel, fails to become final or is withdrawn by the respondent or potential respondent, the matter will proceed as if the offer had not been made and the offer and all documents relating to it will not become part of the record. Neither a respondent or potential respondent nor the Market Regulation Department may use an unaccepted offer of settlement as an admission or in any other manner at a hearing of disciplinary proceedings.

Rule 6009 Disciplinary Panel

- (a) The Chief Compliance Officer or the SEF's Regulatory Services Provider will appoint a Disciplinary Panel (a) to conduct hearings in connection with any disciplinary proceedings authorized by the Chief Compliance Officer or a Review Panel to make findings and impose sanctions and/or (b) to review any offer of settlement made by a respondent or potential respondent after completion of an Investigation Report. The Disciplinary Panel will be comprised of three individuals, at least two of whom would not be disqualified from serving as Public Directors. In addition, each Disciplinary Panel must include members who have had relevant experience in some capacity (whether as a current or former employee, officer, director, principal, consultant, advisor, service provider or otherwise) working with or for sufficient different Membership Interests so as to ensure fairness and to prevent special treatment or preference for any Person in the conduct of the Disciplinary Panel's responsibilities. A Disciplinary Panel may not include any members of the SEF's compliance staff or any Person involved in adjudicating any other stage of the same proceeding. If a vacancy shall occur on a Disciplinary Panel after it has begun its proceedings, the remaining members shall complete consideration and disposition of the matter. Once a Disciplinary Panel has made its decision and notified all relevant parties, it shall be dissolved automatically. The chair of the Disciplinary Panel shall be appointed by the Chief Compliance Officer.
- (b) Within ten (10) days of being notified of the appointment of the Disciplinary Panel, a respondent may seek to disqualify any individual named to the Disciplinary Panel for the reasons identified in the SEF Rules or for any other reasonable grounds by serving written notice on the Chief Compliance Officer. By not timely filing a request for disqualification, the respondent will be deemed to have waived any objection to the composition of a Disciplinary Panel. The Chief Compliance Officer, in consultation with the General Counsel, of the SEF will decide the merits of any request for disqualification within his or her sole discretion. Any such decision will be final and not subject to appeal.
- (c) No Person shall serve on a Disciplinary Panel unless that Person has agreed in writing that he or she will not publish, divulge, or make known in any manner, any facts or information regarding the business of any Person or any other information which may come to his attention in his official capacity as a member of the Disciplinary Panel, except when reporting to the Board or to a committee concerned with such information or to the Market Regulation Department, when requested by the CFTC or other Government Agency or when compelled to testify in any judicial or administrative proceeding.
- (d) All information, records, materials and documents provided to the Disciplinary Panel and all deliberations, testimony, information, records, materials and documents related thereto shall be treated as non-public and confidential and shall not be disclosed, except as necessary to further a SEF investigation or as required by law.

Rule 6010 Convening Hearings of Disciplinary Proceedings

- (a) A hearing will be conducted privately and confidentially. Notwithstanding the confidentiality of hearings, the Disciplinary Panel may appoint an expert to attend any

hearing and assist in deliberations if such expert agrees to be subject to an appropriate confidentiality agreement.

- (b) After reasonable notice to each respondent, the Disciplinary Panel will promptly convene a hearing to conduct the disciplinary proceedings with respect to such respondent. Parties to a disciplinary proceeding include each respondent and the Market Regulation Department.
- (c) The chair of the Disciplinary Panel may continue, adjourn or otherwise conduct the hearing, as he or she may deem appropriate. The chair of the Disciplinary Panel will determine all procedural and evidentiary matters, including the admissibility and relevance of any evidence proffered.
- (d) In determining procedural and evidentiary matters, the chair of the Disciplinary Panel will not be bound by any evidentiary or procedural rules or law. Once admitted during the hearing, the Disciplinary Panel may consider, and attach the weight it believes appropriate to, evidence or other materials. The General Counsel of the SEF, or his or her designee, may provide guidance to the chair of the Disciplinary Panel on the conduct of the hearing.
- (e) Except for procedural and evidentiary matters decided by the chair of the Disciplinary Panel pursuant to Rule 6010(c) above and Rule 6012, unless each respondent otherwise consents, the entire Disciplinary Panel must be present during the entire hearing and any related deliberations.

Rule 6011 Respondent Review of Evidence

- (a) Prior to the commencement of a hearing, each respondent will be given the opportunity to review all books, records, documents, papers, transcripts of testimony and other tangible evidence in the possession or under the control of the SEF that the Market Regulation Department will use to support the allegations and proposed sanctions in the Notice of Charges or which the chair of the Disciplinary Panel deems relevant to the disciplinary proceedings. Notwithstanding the foregoing, no respondent will have the right to review, and the SEF will have no obligation to disclose, any documents that:
 - (1) are privileged or constitute attorney work product;
 - (2) were prepared by an employee of the SEF but will not be offered in evidence in the disciplinary proceedings;
 - (3) may disclose a technique or guideline used in examinations, investigations or enforcement proceedings; or
 - (4) disclose the identity of a confidential source.
- (b) If any books, records, documents, papers, transcripts of testimony, or other tangible evidence contain information that could adversely affect the competitive position of the Person providing the information or if such information might compromise other investigations being conducted by the Market Regulation Department, the Market

Regulation Department may redact, edit or code such information before furnishing it to the respondent.

- (c) Notwithstanding anything in Rule 6011(b) above to the contrary, the Market Regulation Department:
 - (1) will not redact, edit or code competitive or investigative information contained in documents in a manner that would impair the respondent's ability to defend against the allegations or proposed sanctions in the notices of charges, and
 - (2) will provide the respondent with access to the information and portions of the documents that the Market Regulation Department intends to rely on to support the allegations or proposed sanctions in the Notice of Charges.
- (d) For purposes of this Rule 6011, information that could adversely affect competitive positions may include positions in Swaps or other positions currently held, trading strategies employed in establishing or liquidating positions, the identity of any Customer, Client, Sponsored Participant, Participant or Authorized Trader and the personal finances of the Person providing the information.

Rule 6012 Conducting Hearings of Disciplinary Proceedings

- (a) At a hearing conducted in connection with any disciplinary proceedings, the Market Regulation Department will present its case supporting the allegations and proposed sanctions in the Notice of Charges to the Disciplinary Panel. The respondent is entitled to attend and participate in the hearing.
- (b) At a hearing conducted in connection with any disciplinary proceedings, the Disciplinary Panel or the Market Regulation Department and each respondent may:
 - (1) present evidence and facts determined relevant and admissible by the chair of the Disciplinary Panel;
 - (2) call and examine witnesses; and
 - (3) cross-examine witnesses called by other parties.
- (c) If the respondent fails to file an answer, has filed a general denial, or if any or all of the allegations in the Notice of Charges are not expressly denied in the respondent's answer, the chair of the Disciplinary Panel may limit evidence concerning any allegations not expressly denied in determining the sanctions to impose. If a respondent fails to file an answer but appears at the hearing, the respondent may not participate in the hearing (by calling or cross-examining witnesses, testifying in defense, presenting evidence concerning the Notice of Charges, or otherwise) unless the Disciplinary Panel determines that the respondent had a compelling reason for failing to timely file an answer. If the Disciplinary Panel determines that the respondent had a compelling reason for failing to timely file an answer, the Disciplinary Panel will adjourn the hearing and direct the respondent to promptly file a written answer in accordance with Rule 6006.

- (d) If the respondent has requested a hearing on a charge that the respondent denies, or on a sanction set by the Disciplinary Panel under Rule 6014, the respondent will be given an opportunity for a hearing in accordance with the SEF Rules. Except for good cause, such hearing will be limited to addressing those charges denied by the respondent and/or sanctions set by the Disciplinary Panel under Rule 6014 for which a hearing has been requested.
- (e) Any Person entitled, or required or called upon, to attend a hearing before a Disciplinary Panel pursuant to Rule 6012(b)(2) will be given reasonable notice, confirmed in writing, specifying the date, time and place of the hearing, and the caption of the disciplinary proceedings. All Persons subject to the SEF's jurisdiction that are called as witnesses are required to appear at the hearing and, where applicable, produce evidence. The SEF will make reasonable efforts to secure the presence of all other Persons called as witnesses whose testimony would be relevant.
- (f) If during any disciplinary proceedings the Disciplinary Panel determines that a reasonable basis exists to believe that the respondent violated or is about to violate the SEF Rules or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction other than the violations alleged in the Notice of Charges, the Disciplinary Panel may consider those apparent violations after providing the respondent with an opportunity to answer the additional allegations in accordance with Rule 6006. In connection with considering apparent violations pursuant to this Rule 6012(f), the Disciplinary Panel may request that the Market Regulation Department provide the Disciplinary Panel with any additional information related to the violations at issue.
- (g) The Disciplinary Panel may provide that a sanction be summarily imposed upon any Person within its jurisdiction whose actions impede the progress of a hearing.
- (h) If the respondent has requested the hearing, a copy of the hearing must be made and must become a part of the record of the proceedings. The SEF will arrange for any hearing conducted in connection with disciplinary proceedings to be recorded verbatim, or substantially verbatim, in a manner capable of accurate transcription. If the respondent requests a copy of all or portions of the recording of a hearing, the chair of the Disciplinary Panel may within his or her sole discretion require the respondent to pay the costs for transcribing the recording of the hearing.
- (i) No interlocutory appeals of rulings of any Disciplinary Panel or chair of the Disciplinary Panel are permitted.

Rule 6013 Decision of Disciplinary Panel

- (a) Promptly following a hearing, the Disciplinary Panel will issue a written order rendering its final decision based on the weight of the evidence contained in the record of the disciplinary proceedings. A decision by a majority of the Disciplinary Panel will constitute the final decision of the Disciplinary Panel.

- (b) The Disciplinary Panel will serve a copy of the order of the disciplinary proceedings on the respondent and the Market Regulation Department. The order will include:
- (1) The name of the respondent;
 - (2) the Notice of Charges or summary of the charges;
 - (3) the answer, if any, or a summary of the answer;
 - (4) a summary of the evidence produced at the hearing or, where appropriate, incorporation by reference of the Investigation Report;
 - (5) a statement of findings of fact and conclusions with respect to each charge, including a complete explanation of the evidentiary and other basis for such findings and conclusions with respect to each charge;
 - (6) each specific SEF Rule and/or other provision of Applicable Law that the respondent was found to have violated;
 - (7) a declaration of all sanctions imposed against the respondent, if any, including the basis for such sanctions and the effective date of each sanction;
 - (8) notice of respondent's right to appeal; and
 - (9) a statement informing the respondent of the availability of CFTC review of the action pursuant to Part 9 of the CFTC Regulations.
- (c) The written decision of the Disciplinary Panel will become effective upon the expiration of fifteen (15) days after it is served on the respondent and provided to the Market Regulation Department; *provided, however*, that the SEF may cause the decision to become effective prior to that time to the extent permitted under Part 9 of the CFTC Regulations.

Rule 6014 Sanctions

- (a) After notice and opportunity for hearing in accordance with the SEF Rules, the SEF will impose sanctions on any Person subject to the SEF's jurisdiction, including any Clearing Firm, Customer, Client, Sponsored Participant, Participant, Account Manager, Authorized Trader or Supervised Person, or any Person using a Participant's User ID or login credentials linked to a Participant or User ID, if such Person is found to have violated or to have attempted to violate a SEF Rule or other provision of Applicable Law for which the SEF has disciplinary jurisdiction. All sanctions, including those imposed pursuant to an accepted settlement offer, must take into account the respondent's disciplinary history. In the event of demonstrated customer harm, any sanction must also include full customer restitution, except where the amount of restitution or to whom it should be provided cannot be reasonably determined. Any such sanction (including any fine) shall be commensurate with the violation committed and clearly sufficient to deter recidivism or similar violations by other market participants.

The SEF may impose one or more of the following sanctions or remedies:

- (1) censure;
 - (2) limitation on Trading Privileges, ability to otherwise access the SEF, and/or other activities, functions or operations;
 - (3) suspension of Trading Privileges and/or ability to otherwise access the SEF;
 - (4) fine (subject to Rule 6014(b) below);
 - (5) restitution and/or disgorgement;
 - (6) termination of Trading Privileges and/or ability to otherwise access the SEF;
 - (7) limitation, suspension or termination of rights as a Clearing Firm; or
 - (8) any other sanction or remedy deemed to be appropriate.
- (b) The SEF may impose a fine of up to \$100,000, unless aggravating or mitigating circumstances otherwise warrant as determined by the SEF, for each violation of the SEF Rules or other provision of Applicable Law for which the SEF has disciplinary jurisdiction. The minimum fine for any one violation is \$1,000. If a fine or other amount is not paid within thirty (30) days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the lesser of (i) the quoted prime rate plus three percent, and (ii) the maximum rate of interest permitted by Applicable Law. The SEF has sole discretion to select the bank on whose quotations it will base the prime rate. A Participant will be responsible for paying any fine or other amount imposed on, but not paid by, any of its Supervised Persons.

Rule 6015 Right to Appeal from Disciplinary Panel Decision, Summary Impositions of Fines and Other Summary Actions

- (a) Each respondent found by the Disciplinary Panel to have violated the SEF Rules or other provision of Applicable Law for which the SEF has disciplinary jurisdiction or who is subject to termination or limitation of Trading Privileges, any summary fine imposed pursuant to Rule 6016 or any other summary action may appeal the decision within twenty (20) days of receiving the order of the Disciplinary Panel or the notice of summary action, as the case may be, by filing a notice of appeal with the Chief Compliance Officer.
- (b) The SEF may appeal all or any part of a decision of the Disciplinary Panel, including any sanctions that may or may not have been imposed by the Disciplinary Panel, within twenty (20) days of receiving the order of the Disciplinary Panel, by filing a notice of appeal with the Chief Compliance Officer.
- (c) While an appeal is pending, the effect of the order of the Disciplinary Panel or the summary action (including any sanctions, remedies or costs imposed thereby) shall be suspended.

- (d) The notice of appeal must state in writing the grounds for appeal, including the findings of fact, conclusions or sanctions to which the appellant objects. An appellant may appeal the order of the Disciplinary Panel or any summary action on the grounds that:
- (1) the order or summary action was arbitrary, capricious, an abuse of discretion or not in accordance with the SEF Rules;
 - (2) the order or summary action exceeded the authority or jurisdiction of the Disciplinary Panel, the Chief Compliance Officer or the SEF;
 - (3) the order or summary action failed to observe required procedures;
 - (4) the order or summary action was unsupported by the facts or evidence; or
 - (5) the sanctions, remedies or costs imposed were inappropriate or unsupported by the record.
- (e) The Chief Compliance Officer will forward copies of any notice of appeal received by him or her to all parties to the disciplinary proceeding or summary action, as the case may be, except the appellant. On or before the twentieth (20th) day after filing a notice of appeal, the appellant must file with the Chief Compliance Officer and serve on the appellee a brief supporting the notice of appeal and documents supporting the brief. On or before the twentieth (20th) day after the date on which the appellant serves its supporting brief, the appellee must file and serve its brief in opposition on the Chief Compliance Officer and the appellant. On or before the tenth (10th) day after the date on which the appellee serves its brief in opposition, the appellant may file and serve on the SEF a brief in reply.
- (f) In connection with any appeal, the Market Regulation Department will furnish to the Chief Compliance Officer and to the appellant and appellee a transcript of the hearing and any exhibits introduced at the hearing.
- (g) No later than thirty (30) days after the last submission filed pursuant to paragraph (e) of this Rule 6015, the Chief Compliance Officer or the SEF's Regulatory Services Provider will appoint an Appeals Panel to consider and determine the appeal. An Appeals Panel shall be comprised of three individuals, none of whom shall be a member of the Market Regulation Department or have been a member of the Disciplinary Panel involved in the matters on appeal and at least two of whom would not be disqualified from serving as Public Directors. In addition, each Appeals Panel must include members who have had relevant experience in some capacity (whether as a current or former employee, officer, director, principal, consultant, advisor, service provider or otherwise) working with or for sufficient different Membership Interests so as to ensure fairness and to prevent special treatment or preference for any Person in the conduct of the Appeals Panel's responsibilities. The chair of the Appeals Panel shall be an individual who would not be disqualified from serving as a Public Director.
- (h) Within ten (10) days of being notified of the appointment of the Appeals Panel, an appellant or appellee may seek to disqualify any individual named to the Appeals Panel or any Person designated as chair thereof for the reasons identified in Rule 2500 or in the definition of

Public Director (as the case may be) or on other reasonable grounds, by serving written notice on the Chief Compliance Officer. By not timely filing a request for disqualification, the appellant or appellee will be deemed to have waived any objection to the composition of the Appeals Panel and appointment of its chair. The Chief Compliance Officer will decide the merits of any request for disqualification within his or her sole discretion. Any such decision will be final and not subject to appeal.

- (i) The Appeals Panel may hold a hearing to allow parties to present oral arguments. Any hearing will be conducted privately and confidentially. Notwithstanding the confidentiality of hearings, the Appeals Panel may appoint an expert to attend any hearing and assist in the deliberations if such individual(s) agree to be subject to appropriate confidentiality agreements. In determining procedural and evidentiary matters, the Appeals Panel will not be bound by evidentiary or procedural rules or law.
- (j) The Appeals Panel will only consider on appeal the record before the Disciplinary Panel or, in the case of a summary action, the record considered by the Chief Compliance Officer, the notice of appeal, the briefs filed in support and opposition of the appeal, and any oral arguments of the parties. The Appeals Panel may only consider new evidence when the Appeals Panel is satisfied that good cause exists for why the evidence was not introduced during the disciplinary proceeding or when imposing the summary action.
- (k) After completing its review, the Appeals Panel may affirm, modify or reverse any order of the Disciplinary Panel or summary action under appeal, in whole or in part, including increasing, decreasing or eliminating any sanction or remedy imposed, imposing any other sanction or remedy authorized by the SEF Rules, or remanding the matter to the same or a different Disciplinary Panel for further disciplinary proceedings or for reconsideration by the Chief Compliance Officer in the case of summary action. The Appeals Panel may order a new hearing for good cause or if the Appeals Panel deems it appropriate.
- (l) As promptly as reasonably possible following its review, the Appeals Panel will issue a written decision on appeal rendering its decision based on the preponderance of the evidence before the Appeals Panel and will provide a copy to the Chief Compliance Officer, the appellant and the appellee. The decision of the Appeals Panel will include a statement of findings of fact and conclusions for each finding, sanction, remedy and cost reviewed on appeal, including each specific SEF Rule and other provision of Applicable Law for which the SEF has disciplinary jurisdiction that the respondent is found to have violated, if any, and the imposition of sanctions, remedies and costs, if any, and the effective date of each sanction, remedy or cost.
- (m) The Appeals Panel's written order on appeal (including findings of fact and conclusions and the imposition of sanctions, remedies and costs, and the effective date of any sanction, remedy cost) will be the final action of the SEF and will not be subject to appeal within the SEF; *provided, however*, that any suspension, expulsion, disciplinary or access denial action or other adverse action by the SEF may (to the extent required thereby) be subject to review by the CFTC pursuant to Part 9 of the CFTC Regulations.

Rule 6016 Summary Imposition of Fines

- (a) Notwithstanding any other provision of this Chapter 6, the SEF may, based on a determination made by the Regulatory Oversight Committee and without the need for any formal disciplinary procedures, summarily impose a fine against a Participant, Sponsored Participant, Account Manager, Authorized Trader, Client, Customer, Supervised Person or any other Person using a User ID of a Participant or login credentials linked to a Participant or User ID for failure to:
- (1) comply with the requirements set forth in Rule 4013.A.(k)(1)(ii);
 - (2) make timely and accurate submissions to the SEF of notices, reports or other information required by the SEF Rules;
 - (3) make timely payments of assessments, fees, costs, charges or fines to the SEF; or
 - (4) keep any books and records required by the SEF Rules.

Investigations of possible violations of any of the foregoing shall be conducted by the Market Regulation Department in accordance with Rule 6001, but otherwise actions taken pursuant to this Rule 6016 shall be made in accordance with the procedures set forth herein rather than the procedures set forth in the remainder of this Chapter 6. The authority to impose a summary fine under this Rule 6016 does not prevent the Chief Compliance Officer from submitting any Investigation Report to a Review Panel in accordance with the formal disciplinary procedures of this Chapter 6 if the Regulatory Oversight Committee elects not to impose such a summary fine.

- (b) The Market Regulation Department will give notice of any fine determined to be imposed by the Regulatory Oversight Committee pursuant to this Rule 6016 to each Participant or other Person subject thereto. The notice will specify:
- (1) the violations of the SEF Rules for which the fine is being imposed;
 - (2) the date of the violation for which the fine is being imposed; and
 - (3) the amount of the fine.
- (c) Within twenty (20) days of serving the notice of fine, the Participant or other Person subject thereto, as the case may be, must either pay or cause the payment of the fine. If a fine or other amount is not paid within twenty (20) days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the lesser of (i) the quoted prime rate plus three percent, and (ii) the maximum rate of interest permitted by Applicable Law. The SEF has sole discretion to select the bank on whose quotations it will base the prime rate. A Participant will be responsible for paying any fine or other amount imposed on, but not paid by, any of its Supervised Persons.
- (d) The SEF will set the amount of any fines imposed pursuant to this Rule 6016 at no less than \$1,000 per violation, with the maximum fine for each violation not to exceed \$5,000.

Recurring violations will be subject to progressively larger fines. Summary imposition of fines pursuant to this Rule 6016 will not preclude the SEF from bringing any other action against the Participant or any other Person.

Rule 6017 Warning Letters

The SEF authorizes the Market Regulation Department to issue a warning letter to a Person or entity under investigation or to recommend that a Disciplinary Panel take such an action. A warning letter issued in accordance with this Rule 6017 is not a penalty or an indication that a finding of a violation has been made. A copy of a warning letter issued by the Market Regulation Department will be included in the Investigation Report. No more than one warning letter for the same potential violation may be issued to the same Person or entity during a rolling 12-month period.

Rule 6018 Summary Access Denial Actions

- (a) The Chief Compliance Officer, upon a good faith determination that there is a reasonable belief that such immediate action is necessary to protect the best interests of the SEF, may summarily suspend, revoke, limit, condition, restrict or qualify the Trading Privileges of a Participant, Sponsored Participant or any Supervised Person, including denial of access to the SEF.
- (b) Non-Participants, including Customers and Clients, may be denied access to the SEF by the Chief Compliance Officer upon a good faith determination that there are substantial reasons to believe that such immediate action is necessary to protect the best interests of the SEF.
- (c) If practicable, a respondent must be served with a notice before the action is taken or otherwise at the earliest possible opportunity. The notice must state the action taken, the reasons for the action, and the effective date, time and the duration of the action taken. The party shall be advised of his right to a hearing, as soon as reasonably practicable, before a Disciplinary Panel by filing notice of intent with the Market Regulation Department within ten (10) Business Days of the notice date.
- (d) Any suspension, revocation, limitation, condition, restriction or qualification imposed on any Participant, Supervised Person or non-Participant (including Sponsored Participants, Customers and Clients) pursuant to this Rule 6018 will be impartially enforced.
- (e) Any denial, conditioning or termination that represents a suspension, expulsion, disciplinary or access denial action or other adverse action within the meaning of Part 9 of the CFTC Regulations may (to the extent required thereby) be subject to review by the CFTC pursuant to Part 9 of the CFTC Regulations.

Rule 6019 Rights and Responsibilities after Suspension, Temporary Deactivation or Termination

- (a) When a Person's Trading Privileges and/or ability to otherwise access the SEF are suspended or temporarily deactivated in accordance with Rule 3105(c), none of its rights

(including the right to hold oneself out to the public as a Participant or Authorized Trader, enter Orders into the SEF, submit Block Trades to the SEF, and receive Participant rates for fees, costs, and charges) will apply during the period of the suspension or deactivation, except for the right of the Person in question to assert claims against others as provided in the SEF Rules. Any such suspension or deactivation will not affect the rights of creditors under the SEF Rules or relieve the Person in question of its, his or her obligations under the SEF Rules to perform any Swaps entered into before the suspension or deactivation, or for any SEF fees, costs, or charges incurred during the suspension or deactivation. The SEF may discipline a suspended or deactivated Person under this Section 6 for any violation of the SEF Rules or other provision of Applicable Law committed by such Person before, during or after the suspension or deactivation.

- (b) When a Person's Trading Privileges and/or ability to otherwise access the SEF are terminated, all of its related rights will terminate, except for the right of the Person in question to assert claims against others, as provided in the SEF Rules. Any such termination will not affect the rights of creditors under the SEF Rules.
- (c) When a Person's Trading Privileges and/or ability to otherwise access the SEF are terminated, such person will pay to the SEF all assessments, fees, costs, charges and fines due through the termination date (unless such Person shall have previously provided the SEF with written notice of a bona fide dispute in assessments, fees, costs and charges in which case such Person will pay all undisputed fees due through the termination date or unless any such fine is then the subject of an appeal, in which case such fine shall be due in accordance with the procedures applicable to such appeal).
- (d) The SEF will not consider the application of a terminated Participant or Authorized Trader if such Participant or Authorized Trader, as the case may be, continues to fail to appear at disciplinary proceedings without good cause or continues to impede the progress of disciplinary proceedings.
- (e) A suspended, deactivated or terminated Person remains bound by the SEF Rules and subject to the jurisdiction of the SEF with respect to any and all matters arising from, related to or in connection with, the status, actions or omissions of such Person prior to such suspension, deactivation or termination, and must cooperate in any inquiry, investigation, disciplinary proceeding, appeal of disciplinary proceedings, summary suspension or other summary action as if the suspended, deactivated or terminated Person still had Trading Privileges or ability to otherwise access the SEF.

Rule 6020 Notice to the Respondent, the Regulatory Services Provider and the Public; Effectiveness of Disciplinary and Access Denial Actions

- (a) The SEF will provide written notice of disciplinary proceedings and of any access denial actions pursuant to Rule 3103 or 6018 to the relevant parties and the Regulatory Services Provider consistent with applicable CFTC Regulations. Whenever the SEF suspends, expels, fines or otherwise disciplines or denies any Person access to the SEF, the SEF will make the disclosures and notifications required by Part 9 of the CFTC Regulations

(including by any of the alternative methods available thereunder) and any other applicable CFTC Regulations.

- (b) Without limiting the generality of the foregoing, the SEF shall, in accordance with the requirements of CFTC Regulation 9.11, provide written notice of its final decision regarding any disciplinary or access denial action to the Person against whom the action was taken within thirty (30) days of rendering such decision. Pursuant to CFTC Regulation 9.12, any disciplinary or access denial action taken will not become effective until at least fifteen (15) days after the written notice is delivered to the Person disciplined or denied access; *provided, however*, that the SEF may cause a Disciplinary Action to become effective prior to that time in accordance with CFTC Regulation 9.12.

Rule 6021 Costs

- (a) Regardless of the outcome of any disciplinary proceeding, the Disciplinary Panel may order a respondent to pay some or all of the costs associated with the disciplinary proceedings if the Disciplinary Panel concludes that the respondent has behaved in a manifestly unreasonable manner. Costs may include costs associated with the inquiry or investigation, the prosecution by the Market Regulation Department, legal and professional assistance, the hearing and administrative and other expenses incurred by the Disciplinary Panel.
- (b) The Disciplinary Panel may only award costs against the SEF if the panel concludes that the SEF has behaved in a manifestly unreasonable manner in the commencement or conduct of the disciplinary proceedings in question. The Disciplinary Panel must limit any award of costs against the SEF to an amount that the panel concludes is reasonable and appropriate, but does not exceed the respondent's costs for external legal or other external professional assistance.
- (c) The Disciplinary Panel may determine the amounts and allocation of costs in any manner it may deem appropriate. The SEF or the respondent will pay any costs ordered to be paid by it by the Disciplinary Panel within thirty (30) days of written notice of the amount imposed by the Disciplinary Panel. If costs are not paid within twenty (20) days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the lesser of (i) the quoted prime rate plus three percent and (ii) the maximum rate of interest permitted by applicable law. The SEF has sole discretion to select the bank on whose quotations it will base the prime rate. Participant will be responsible for paying any costs imposed on, but not paid by, any of its Supervised Persons.

Rule 6022 *Ex Parte* Communications

- (a) A Person subject to a disciplinary proceeding or an appeal from a disciplinary proceeding (and any counsel or representative of such Person) and the Market Regulation Department (and any counsel or representative of the Market Regulation Department) shall not knowingly make or cause to be made an *ex parte* communication relevant to the merits of a disciplinary proceeding or an appeal from a disciplinary proceeding to any member of the Disciplinary Panel or Appeals Panel hearing such proceeding.

- (b) Members of a Disciplinary Panel or an Appeals Panel shall not knowingly make or cause to be made an *ex parte* communication relevant to the merits of a disciplinary proceeding or an appeal from a disciplinary proceeding to any Person subject to such proceeding (and any counsel or representative of such Person) or the Market Regulation Department (and any counsel or representative of the Market Regulation Department).
- (c) Any Person who receives, makes or learns of any communication that is prohibited by this Rule 6022 shall promptly give notice of such communication and any response thereto to the Market Regulation Department and all parties to the proceeding to which the communication relates.
- (d) A Person shall not be deemed to have violated this Rule 6022 if the Person refuses an attempted communication concerning the merits of a proceeding as soon as it becomes apparent the communication concerns the merits.

Rule 6023 [Reserved]

Rule 6024 Extension or Waiver of the SEF Rules

If necessary and expedient, the Chief Compliance Officer may, in his or her sole discretion, waive, or extend the time period for performing, any act or acts designated by the SEF Rules, but only to the extent such waiver or extension is not inconsistent with the CEA, CFTC Regulations or other applicable regulations.

Rule 6025 Effect of Amendment, Repeal or New SEF Rule

- (a) If an amendment or repeal of a SEF Rule or adoption of a new SEF Rule does not materially change the terms or conditions of a Swap and does not affect the value of open Swaps, then the effective date of any amendment or repeal of a SEF Rule or adoption of a new SEF Rule relating to Swaps is binding on all Swaps entered into before and after the effective date of such amendment, repeal or adoption.
- (b) If an amendment or repeal of a SEF Rule or adoption of a new SEF Rule materially changes the terms or conditions of a Swap or affects the value of open Swaps, then the amendment, repeal or new SEF Rule is binding only on Swaps listed for trading after the effective date of such amendment, repeal or adoption, and Swaps listed as of the effective date of such amendment, repeal or adoption with no open positions then in existence, unless otherwise specifically provided by the Board.

Rule 6026 [Reserved]

Rule 6027 Governing Law, Jurisdiction and Dispute Resolution

- (a) The law of the State of New York governs the SEF Rules regardless of the laws that would otherwise apply under applicable choice-of-law principles.
- (b) Any dispute between the SEF and a Person arising from or in connection with the SEF Rules or use of the SEF must be brought to arbitration pursuant to subsection (c) of this

Rule 6027 within two (2) years from the occurrence of the event giving rise to the dispute. This Rule 6027 shall in no way create a cause of action nor authorize an action that would otherwise be prohibited by the SEF Rules.

- (c) Any dispute between the SEF and a Person arising from or in connection with the SEF Rules will be settled by arbitration administered in New York County, New York by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. The dispute will be submitted to one arbitrator who will be appointed by the AAA. Any arbitrator appointed for purposes of this Rule 6027 will have experience with and knowledge of commodities, derivatives and Swaps as listed on the National Roster of Arbitrators kept in the AAA’s records. Judgment on the award rendered by the arbitrator will be binding on the parties and may be entered in any state or federal court sitting in New York County, New York, and the SEF and each Person shall be deemed to have consented to the personal jurisdiction of any such court. Each party to the dispute will bear its own costs and expenses in connection with any arbitration hereunder, as well as an equal share of the administrative fees and the fees of the arbitrator; *provided, however*, that the arbitrator will be entitled to include in any award a full reimbursement for the prevailing party’s costs and expenses, such party’s share of the administrative fees and the fees of the arbitrator, or any combination of any or all of the above. In the event that this Rule 6027 is held to be unenforceable in connection with any dispute or a claim is deemed by a court of competent jurisdiction to be not arbitrable, (i) exclusive jurisdiction for any such dispute will reside in any state or federal court sitting in New York County, New York, (ii) the SEF and the Person involved in the dispute will be presumed to have submitted to the personal jurisdiction of any such court, and (iii) an action to enforce any judgment or decision of such court may be brought in the same court or in any other court with jurisdiction or venue. Finally, all Persons unconditionally and irrevocably waive any and all right to trial by jury in connection with any such dispute.

Rule 6028 Limitation of Liability, Indemnity

- (a) UNLESS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF THE SEF, THE SEF, ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (EACH A “RELATED PARTY” AND COLLECTIVELY “RELATED PARTIES”) HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, TO PARTICIPANTS OR TO THIRD PARTIES, FOR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF THE SEF SERVICES OR FOR DELAYS OR OMISSIONS OF THE SEF SERVICES, OR FOR THE FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN PARTICIPANT ACCESS TO THE SEF SERVICES, OR FOR ANY INTERRUPTION IN OR DISRUPTION OF A PARTICIPANT’S ACCESS OR ANY ERRONEOUS COMMUNICATIONS BETWEEN THE SEF AND A PARTICIPANT. THE SEF AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH A PARTICIPANT OR ANY THIRD PARTY MAY INCUR OR EXPERIENCE BECAUSE THE PARTICIPANT ENTERED INTO THESE TERMS OR RELIED ON THE SEF

SERVICES, EVEN IF THE SEF KNOWS OF THE POSSIBILITY OF THOSE DAMAGES. THE SEF AND ITS RELATED PARTIES ARE NOT RESPONSIBLE FOR INFORMING A PARTICIPANT OF ANY DIFFICULTIES THE SEF OR OTHER THIRD PARTIES EXPERIENCE CONCERNING USE OF THE SEF SERVICES OR TO TAKE ANY ACTION IN CONNECTION WITH THOSE DIFFICULTIES. THE SEF AND ITS RELATED PARTIES ALSO HAVE NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED IN THE SEF SERVICES. EACH PARTICIPANT IS SOLELY RESPONSIBLE FOR ANY LOSSES, DAMAGES OR COSTS RESULTING FROM THE PARTICIPANT'S RELIANCE ON ANY DATA OR INFORMATION THAT THE SEF MAY PROVIDE IN CONNECTION WITH A PARTICIPANT'S USE OF THE SEF SERVICES.

- (b) THE SEF DOES NOT MAKE ANY RECOMMENDATION AS TO THE SUITABILITY OF ANY INVESTMENT OR PROPOSED TRANSACTION. EACH PARTICIPANT ACKNOWLEDGES THAT THE SEF WILL NOT, AND ARE UNDER NO DUTY TO, PROVIDE ADVICE IN RELATION TO ANY SUCH TRANSACTION OR PROPOSED TRANSACTION THROUGH ANY SEF SERVICE. EACH PARTICIPANT AGREES THAT (i) THE SEF SERVICES ARE NOT AND WILL NOT BE THE BASIS FOR ANY OF INVESTMENT DECISIONS BY A PARTICIPANT AND (ii) PARTICIPANTS ARE SOLELY RESPONSIBLE FOR (A) ANY INVESTMENT OR TRADING DECISIONS THAT THE PARTICIPANT MAKES WITH RESPECT TO THE PRODUCTS AVAILABLE VIA ANY SEF SERVICE AND (B) DETERMINING WHETHER ANY TRANSACTION IS SUITABLE, APPROPRIATE OR ADVISABLE FOR THE PARTICIPANT OR SPONSORED PARTICIPANT OR CLIENTS OR CUSTOMERS. PROVISION OF THE SEF SERVICES DOES NOT MAKE THE SEF AN ADVISOR OR FIDUCIARY FOR A PARTICIPANT, SPONSORED PARTICIPANT, CLIENT OR CUSTOMER. THESE TERMS DO NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY SECURITIES OR OTHER INSTRUMENTS. IN ADDITION, THE SEF SERVICES DO NOT INCLUDE ANY INVESTMENT, FINANCIAL, LEGAL OR TAX ADVICE WHICH PARTICIPANT MAY DESIRE OR NEED IN CONNECTION WITH ANY TRANSACTION. PARTICIPANTS ARE RESPONSIBLE FOR OBTAINING ANY LEGAL OR TAX ADVICE.
- (c) IF A THIRD PARTY CLAIMS THAT THE SEF SERVICES INFRINGE UPON ITS PATENT COPYRIGHT, OR TRADE SECRET, OR ANY SIMILAR INTELLECTUAL PROPERTY RIGHT, THE SEF WILL DEFEND THE PARTICIPANT AGAINST THAT CLAIM AT THE SEF'S EXPENSE AND PAY ALL DAMAGES THAT A COURT FINALLY AWARDS, PROVIDED THAT THE PARTICIPANT PROMPTLY NOTIFY THE SEF IN WRITING OF THE CLAIM AND COOPERATE WITH THE SEF IN THE DEFENSE OR ANY RELATED SETTLEMENT NEGOTIATIONS. THE SEF SHALL HAVE SOLE CONTROL OVER THE DEFENSE AND ANY NEGOTIATION FOR ITS SETTLEMENT OR COMPROMISE. IF SUCH A CLAIM IS MADE OR IS LIKELY TO BE MADE, THE SEF SHALL, AT THE SEF'S SOLE OPTION, HAVE THE RIGHT TO TAKE ONE OR MORE OF THE FOLLOWING ACTIONS AT NO ADDITIONAL COST TO THE PARTICIPANT: (i) PROCURE THE RIGHT FOR THE PARTICIPANT TO CONTINUE THE USE OF THE SEF SERVICES; (ii) REPLACE THE SEF SERVICES WITH NON-INFRINGEMENT SOFTWARE; OR (iii) MODIFY THE SEF

SERVICES SO AS TO BE NON-INFRINGEMENT. IF THE SEF DETERMINE THAT NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE PARTICIPANT AGREES TO IMMEDIATELY TERMINATE ITS USE OF THE SEF SERVICES ON THE SEF'S WRITTEN REQUEST. HOWEVER, THE SEF HAS NO OBLIGATION FOR ANY CLAIM BASED ON THE SEF'S USE OF THE SEF SERVICES IN ANY MANNER INCONSISTENT WITH THESE TERMS, PARTICIPANT'S MODIFICATION OF THE SEF SERVICES OR PARTICIPANT'S COMBINATION, OPERATION, OR USE OF THE SEF SERVICES WITH ANY PRODUCT, DATA, OR APPARATUS NOT SPECIFIED OR PROVIDED BY THE SEF, PROVIDED THAT SUCH CLAIM SOLELY AND NECESSARILY IS BASED ON SUCH COMBINATION, OPERATION OR USE, OR FOR CONTINUED ALLEGEDLY INFRINGING ACTIVITY BY THE PARTICIPANT AFTER THE PARTICIPANT HAVE BEEN NOTIFIED OF POSSIBLE INFRINGEMENT, UNLESS APPROVED IN ADVANCE BY THE SEF. THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE REMEDY FOR PARTICIPANTS WITH REGARD TO ANY OF THE ABOVE INFRINGEMENTS OR ALLEGED INFRINGEMENTS.

- (d) WITH THE EXCEPTION OF THE PROVISIONS OF RULE 6028(c), THE SEF'S LIABILITY AND THE COLLECTIVE LIABILITY OF THE SEF'S RELATED PARTIES AND THE THIRD PARTY SERVICE PROVIDERS SELECTED BY THE SEF, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) OR IN ANY WAY CONNECTED TO A PARTICIPANT'S USE OF THE SEF SERVICES WILL NOT EXCEED \$500,000 UNLESS CAUSED DIRECTLY BY THE SEF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (e) NONE OF THE ABOVE WILL LIMIT PARTICIPANT'S RIGHTS AND REMEDIES OTHERWISE AVAILABLE UNDER THE STATE OR FEDERAL SECURITIES LAWS, CFTC REGULATIONS OR THE CEA.

Section 7 EMERGENCIES

Rule 7000 Emergency Rules

- (a) During an Emergency, the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available), in consultation with the CFTC and/or any relevant DCO, as necessary, may implement temporary emergency procedures and rules (“Emergency Rules”), subject to the applicable provisions of the CEA and CFTC Regulations. Emergency Rules may require or authorize the SEF, the Board, any committee of the Board, the CEO or any other Officer to take Emergency Action necessary or appropriate to respond to the Emergency. If applicable, the SEF may provide for the carrying out of Emergency Actions through its agreements with its Regulatory Services Provider.
- (b) Before any Emergency Rule may be adopted and enforced, a required vote of the Board must approve the enforcement of such Emergency Rule at a duly convened meeting. Directors may attend such a meeting by teleconference and such meeting may, if necessary, be conducted pursuant to Rule 2100(c). Notwithstanding, if the CEO (or, if the CEO is not available, the most senior Officer that is available) determines that Emergency Rules must be implemented with respect to an Emergency before a meeting of the Board can reasonably be convened, then the CEO (or such seniormost Officer) shall have the authority, without Board action, to implement any Emergency Rules with respect to such Emergency that he or she deems necessary or appropriate to respond to such Emergency. In such circumstances, the CEO (or such seniormost Officer) must convene a meeting of the Board (which may, if necessary, be conducted pursuant to Rule 2100(c)) as soon as practicable thereafter. Notwithstanding that the Board does not ratify or approve extending or making permanent any Emergency Rules implemented by the CEO or seniormost Officer pending convening of the Board meeting, all actions previously taken in accordance with such Emergency Rules shall remain binding and valid.
- (c) Whenever the SEF, the Board, any committee of the Board, the CEO or any other Officer takes actions necessary or appropriate to respond to an Emergency in accordance with any Emergency Rule, a duly authorized representative of the SEF, where possible, will post an announcement in a Notice to Participants. When the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available) determines that the Emergency has been reduced sufficiently to allow the SEF to resume normal functioning, any such actions responding to an Emergency will be terminated.
- (d) The SEF will use reasonable efforts to notify the CFTC prior to implementing, modifying or terminating an Emergency Rule. If such prior notification is not possible or practicable, the SEF will notify the CFTC as soon as possible or reasonably practicable but in all circumstances within twenty-four (24) hours of the implementation, modification or termination of such Emergency Rule.
- (e) Upon taking any action in response to an Emergency, the SEF will document the decision-making process related to such action. Such documentation will be kept for at least five (5)

years following the date on which the Emergency ceases to exist or to affect the SEF, and all such documentation will be provided to the CFTC upon request.

Section 8
RECORDKEEPING AND REPORTING

Rule 8000 Maintenance of Books and Records by the SEF

- (a) The SEF shall keep, or cause to be kept, all books and records required to be maintained by it pursuant to the CEA and the CFTC Regulations, including CFTC Regulations 37.1001 and 45.2. Such records shall include, without limitation, a complete audit trail for all Swaps executed on or subject to the SEF Rules, investigatory files and disciplinary files.
- (b) The SEF shall retain all books and records related to a Swap executed on or pursuant to the SEF Rules throughout the life of the Swap and for a period of at least five (5) years following the final termination of the Swap and shall retain all other books and records for a period of at least five (5) years, in each case, in the form and manner required under the CEA and CFTC Regulations, including CFTC Regulations 1.31, 45.2 and 37.1001.
- (c) All books and records required to be maintained by the SEF shall be open to inspection upon request by any representative of the CFTC, the United States Department of Justice or the SEC or by any representative of a prudential regulator as authorized by the CFTC. In addition, all audit trail data and reconstructions shall be made available to the CFTC or the United States Department of Justice in a form, manner and time that is acceptable to the CFTC or the United States Department of Justice, as applicable.
- (d) The SEF may disclose, to any Government Agency, Self-Regulatory Organization or other Person, information concerning or associated with a Participant or other Person if the SEF believes such disclosure is necessary and appropriate in exercising a legal or regulatory function, whether or not a formal arrangement governing the disclosure exists or a request for information was made.

Rule 8001 Order Information

- (a) Each Authorized Trader entering an Order with respect to any Swap traded on or subject to the SEF Rules must include with the Order, all data required to enable the SEF to meet its reporting obligations under Parts 43 and 45 of the CFTC Regulations, including without limitation:
 - (1) the User ID;
 - (2) the Participant ID;
 - (3) the Legal Entity Identifier of the Participant and, where the Participant is acting as agent, of the Customer or Client, with respect to the Swap for which the Order is placed;
 - (4) the price or yield, quantity and maturity or expiration date of the Swap;
 - (5) side of the Order;

- (6) the Customer Type Indicator Code (as specified below);
- (7) a yes/no indication of whether the Participant, Customer or Client is a Swap Dealer;
- (8) a yes/no indication of whether the Participant, Customer or Client is a Major Swap Participant;
- (9) a yes/no indication of whether the Participant, Customer or Client is a Financial Entity;
- (10) a yes/no indication of whether the Participant, Customer or Client is a U.S. person;
- (11) if the Swap will be allocated:
 - (i) an indication that the Swap will be allocated;
 - (ii) the Legal Entity Identifier of the Account Manager acting as agent;
 - (iii) a yes/no indication of whether the Account Manager acting as agent is a U.S. person;
 - (iv) an indication of whether the Swap is a post-allocation Swap;
 - (v) if the Swap is a post-allocation Swap, the account and Legal Entity Identifier for each Client that received allocations; and
 - (vi) if the Swap is a post-allocation Swap, the USI of the original Transaction between the Reporting Counterparty and the Account Manager acting as agent;
- (12) if applicable, an indication that the Participant, Customer or Client will elect to rely on a Clearing Exception for any Swap resulting from the Order and a description of the applicable Clearing Exception;
- (13) a yes/no indication of whether the Order is part of a Package Transaction;
- (14) if the Order is part of a Package Transaction, a description of the Transaction;
- (15) an indication of whether the Order is a Prime Brokerage Order; and
- (16) if a Prime Brokerage Order, the identity of the relevant Prime Broker.

For purposes of this Rule 8001(a), the “Customer Type Indicator Codes” are as follows:

- CTI 1 – Orders for the proprietary account of a Participant that is natural person.
- CTI 2 – Orders for the proprietary account of a Participant that is not a natural person.

- CTI 3 – Order entered by a Participant for the proprietary account of another Participant or for an account which the other Participant controls or has an ownership or financial interest in.
 - CTI 4 – Any order not meeting the definition of CTI 1, 2 or 3, including those entered by Introducing Brokers on behalf of a Customer.
- (b) Participants and ISVs that operate systems that route orders to the SEF are responsible for maintaining or causing to be maintained a routing/front-end audit trail for all Orders, which shall include Order entry, modification and cancellation and any SEF responses to such messages. For executed Orders, such audit trail must record the execution time of the Transaction, along with all fill information. Participants and ISVs shall maintain audit trail information as required by Applicable Law and must have the ability to produce audit trail data in a reasonably usable format upon request of the SEF. The SEF will enforce these audit trail and recordkeeping requirements by conducting an annual review of all Participants to verify their compliance with the SEF’s audit trail and recordkeeping requirements.

Rule 8002 Books and Records

- (a) Each Member, Customer, Client and Clearing Member must prepare and keep, or cause to be kept, all books, ledgers and other records relating to its activity on the SEF required to be kept by it pursuant to Applicable Law, and must prepare and keep such other books and records relating to its SEF activity as the SEF may from time to time prescribe. Such books and records must include, as applicable, records of such Person’s trading, including records of the Person’s activity in the index or instrument used as a reference price, the underlying commodity and related derivatives markets, and records of all non-swap components of Package Transactions. Each such Person shall retain all required books and records in accordance with Applicable Law, including the applicable provisions of CFTC Regulations 1.31 and 45.2, and shall make such books and records available, upon request, to the SEF, the SEF’s Regulatory Services Provider, the CFTC or the United States Department of Justice and as otherwise required by Applicable Law.
- (b) In addition to the information required by subsection (a) of this Rule 8002, each Member must comply with all applicable requirements of CFTC Regulation 1.35.
- (c) If a Participant cannot enter an Order received from its Customer into the SEF, either directly or indirectly through an Execution Specialist, the Participant must immediately create an electronic record that includes the account identifier that relates to the Customer, time of receipt and terms of the Order.
- (d) Each Person required to keep records in accordance with this Rule 8002 shall keep all books and records in accordance with the SEF Rules for a period of five (5) years from the date on which they are first prepared unless otherwise provided in the SEF Rules or other Applicable Law. Such books and records shall be readily accessible during the first two (2) years of such five-year period, unless otherwise provided in the SEF Rules or other Applicable Law. Each such Person that is a counterparty to a Swap on the SEF or pursuant

to the SEF Rules shall retain all books and records related to such Swap for the life of the Swap and for a period of at least five (5) years following the final termination of the Swap. Each such Person that is a counterparty to an Uncleared Swap on the SEF or pursuant to the SEF Rules shall notify the SEF of any extension of the final termination of the Swap beyond the original stated maturity in order to enable the SEF to comply with Rule 8000(b) and the SEF's obligations under Applicable Law.

- (e) The SEF may require a Member, Customer or Client to furnish any information in connection with such Person's activities on the SEF including (i) information relating to Swaps executed on the SEF or pursuant to the SEF Rules, on or pursuant to the rules of other swap execution facilities, DCMs or in related derivatives markets or to transactions or positions in the products underlying, related to or indexed to those Swaps or to which those Swaps are indexed (in whole or in part), and (ii) information requested by a Government Agency relating to the SEF and/or the SEF's compliance with Applicable Law that the SEF believes is maintained by, or otherwise in the possession or control of, such Person.
- (f) Each Authorized Trader shall prepare and keep, or cause to be kept, all books, ledgers and other records relating to its activity on the SEF as may be required to enable its related Member to comply with such Member's obligations under this Rule 8002. Each Authorized Trader shall not knowingly take any action that would cause its associated Member to fail to comply with Rule 8002(d), and each Authorized Trader shall cooperate as necessary to enable its associated Member to comply with such Member's obligations under Rule 8002(e).
- (g) Without limiting the generality of the foregoing, with respect to any Swap that has been allocated following execution on the SEF or pursuant to the SEF Rules, all Members, Customers and Clients must prepare and keep, or cause to be kept, all books, ledgers and other records as may be necessary to provide relevant information with respect to such post-trade allocation and will furnish such information to the SEF if the SEF, at the request of the CFTC or otherwise, requests such information. This Rule 8002(g) is intended to comply with the conditions of the no-action relief granted by the CFTC's Division of Market Oversight in No-Action Letter 17-54, expiring at 11:59 p.m. (Eastern Time) on November 15, 2020. If such no-action relief is extended, upon and to the extent of such extension, the provisions of this Rule 8002(g) will continue apply.

Rule 8003 Recordkeeping Requirements for Block Trades

Block Trades submitted to the SEF in accordance with Rule 4016(b) must comply with the following recordkeeping requirements:

- (a) Block Trades must be submitted in the form of a written or electronic record and must include information meeting the requirements of Rule 8001, including, without limiting the generality of the foregoing, Legal Entity Identifier information required by Rule 8001(8) with respect to parties and, where required, their agents, and a timestamp reflecting the date and time that the submission was received by the SEF.

- (b) The record shall also include a timestamp reflecting the date and time that the Transaction was executed or cancelled to the nearest millisecond.

Rule 8004 Access to Position Information

Without limiting any provision of these SEF Rules, the SEF and any Regulatory Services Provider, shall have the authority to obtain from any Participant, Sponsored Participant, Account Manager, Customer or Client, or Supervised Person information with respect to positions of such Person or any Sponsored Participant, Customer or Client, or Supervised Person. This authority shall include the authority to obtain information concerning positions maintained at other firms, and it shall be the obligation of a Participant receiving such an inquiry to obtain such information from its Account Manager, Sponsored Participant, Customer, Client, or any Supervised Person. In the event a Participant Sponsored Participant, Customer, Client, or any Supervised Person fails to provide the requested information the SEF, in addition to any other remedy provided in these SEF Rules, may order that the Participant, Account Managers, Sponsored Participant, Customer, Client, or any Supervised Person liquidate the positions that are related to the inquiry.

Rule 8005 Reporting to a Swap Data Repository

- (a) The SEF will report each Swap executed on the SEF or pursuant to the SEF Rules as soon as technologically practicable after execution to an Approved SDR in compliance with Parts 43 and 45 of the CFTC Regulations. For all Swaps executed on the SEF or pursuant to the SEF Rules, the SEF will report all swap transaction and pricing data required to be reported by Part 43 of the CFTC Regulations and all “primary economic terms data” (as defined in CFTC Regulation 45.1) required by Part 45 of the CFTC Regulations. In addition, for Uncleared Swaps, the SEF will report any “confirmation data” (as defined in CFTC Regulation 45.1) that is readily available and collected by the SEF.
- (b) All Swaps executed on the SEF or pursuant to the SEF Rules will be reported to DTCC Data Repository (U.S.) LLC (“DDR”), except that Swaps in the commodities asset class will be reported to the Approved SDR selected by the parties prior to executing the relevant Swap. The SDRs that are currently “Approved SDRs” are: (i) DDR; (ii) Chicago Mercantile Exchange Inc.; and (iii) ICE Trade Vault.
- (c) The Reporting Counterparty for each Swap shall be established pursuant to CFTC Regulation 45.8. If the identity of the Reporting Counterparty cannot be established under CFTC Regulation 45.8, the ISDA Reporting Counterparty Rules shall be applied as provided in Appendix A hereto.
- (d) If at any time the Reporting Counterparty for a Transaction that was executed on the SEF or pursuant to the SEF Rules becomes aware of an error or omission in the swap transaction or pricing data that was reported with respect to such Transaction, either through its own initiative or through notice by the other party to the Transaction, such party shall promptly notify the SEF of the error and/or correction. Upon receiving a notification from the Reporting Counterparty or otherwise becoming aware of an error or omission in the swap transaction or pricing data reported with respect to a Transaction executed on the SEF or pursuant to the SEF Rules, the SEF shall promptly submit corrected data to the same Swap

Data Repository to which the Transaction was previously reported. For the avoidance of doubt, if a Transaction was incorrectly executed, Rule 5103 shall apply.

- (e) No Person shall submit or agree to submit a cancellation or correction for the purpose of re-reporting swap transaction and pricing data in order to gain or extend a delay in public dissemination of accurate swap transaction or pricing data or to otherwise evade Applicable Law, including the reporting requirements set forth in Part 43 of the CFTC Regulations.

Rule 8006 Timely Publication of Trading Information

The SEF will publish trading information as required by Core Principle 9 of Part 37 and by Part 16 of the CFTC Regulations.

Section 9 SYSTEM PROTOCOLS

Rule 9000 Voice RFQ System Protocol

Definitions

“*Indication of Interest*” means a price provided by a Voice RFQ Participant that is not the initiation of an RFQ or an Order.

“*Initiator*” means a Participant that begins an RFQ by contacting an Execution Specialist.

“*Initiation*” means an RFQ that is submitted by a Participant to an Execution Specialist.

“*Interest Stack*” means the order of Indications of Interest received from Participants at the start of the trading day in price, time priority.

“*Responder*” means a Recipient of an Initiator’s RFQ who subsequently provides an Order to the Execution Specialist in response.

“*Response*” means an Order provided by a Responder to an Execution Specialist.

“*RFQ Stack*” means the order of RFQ Initiations and Responses that are received in price, time priority.

“*Outright Spreadover*” means a Package Transaction that has only two components: (i) a Swap component; and (ii) a U.S. Treasury Security component.

“*Voice RFQ*” or “*vRFQ*” means a RFQ that is submitted in accordance with the procedures in Rule 4003.D. All RFQs are considered Non-Directed unless otherwise instructed by the Participant (Participants may request Directed RFQs).

“*Voice RFQ Participant*” means a Participant that on a particular trading day is in the Interest Stack or the RFQ Stack.

All capitalized terms not otherwise defined in this Voice RFQ System Protocol shall have the meanings ascribed to them in the SEF Rulebook.

Trading Hours

RFQ market operates 24 hours a day, Monday through Friday.

Contracts Offered for Trading

All Required USD, GBP and EUR denominated Interest Rate Swap products.

Required Interest Rate Swap vRFQ System Protocol

- (a) General Provisions. In cases where an Initiator or Responder does not provide a notional size in the Initiation or Response, the Execution Specialist will assume the instrument's Voice RFQ market size for the specific tenor or for butterflies and strategies as listed in Appendix A to this Rule 9000 for butterflies and strategies. Voice RFQ market sizes may change from time to time at the discretion of the SEF and upon notice to Participants. All Initiations and Responses must be made via the SEF's recorded telephone lines or electronic instant messaging communications.
- (1) The identity of the Initiator and Responder will be disclosed by Execution Specialists for all Initiations and Responses, including Non-Directed Voice RFQs and Directed Voice RFQs pursuant to Rule 4003.D.
 - (2) Intermediaries initiating a Voice RFQ or responding to a Voice RFQ on behalf of a Customer must provide the Execution Specialist with the identity of the Customer.
 - (3) Except as provided in Rule 9000(b) below, increments for Voice RFQs are as follows:
 - (i) Instruments quoted as a rate rather than a spread to another rate are quoted in 1/8 basis point increments (i.e. 1.01%, 1.010625%, 1.011875%, 1.012500);
 - (ii) Instruments quoted as a spread to another rate (other than CME/LCH.Clearnet Spreads), including the rate of another leg to the transaction, are quoted in 1/8 basis point increments (i.e. 12.00, 12.125, 12.25, 12.375, 12.50); and
 - (iii) CME/LCH.Clearnet Spreads (outrights, curves and butterflies) are quoted in 1/400 basis point increments (i.e. 1.80, 1.8025, 1.805).
- (b) RFQs for Outright Spreadovers.
- (1) Initiations of Outright Spreadovers may be in increments of 1/8 of a basis point.
 - (2) Responses to an Initiation for an Outright Spreadover in a 1/8 of a basis point increment include any resting Order in the Order Book.
- (c) Interest Stack.
- (1) Upon the start of the trading day, Execution Specialists may canvass the market for Indications of Interest from Participants which may be used to identify potential Voice RFQ Initiators and Responders.
 - (i) Indications of Interest are announced to other Execution Specialists and maintained manually in an Interest Stack.
 - (ii) The order of the Interest Stack is based on price, time priority.

- (2) Upon request by a Participant, an Execution Specialist may provide current Indications of Interest by stating the best prices among the Indications of Interest on the bid and offer side of the market for that instrument.
- (d) RFQ Stack.
- (1) The RFQ Stack begins at the start of the first Voice RFQ of the trading day.
 - (2) Voice RFQ Initiations will be maintained in price, time priority per instrument.
 - (i) Initiators will be placed at the top of an RFQ Stack if:
 - A. the Initiator traded the last best price in the most recent RFQ and indicates to the Execution Specialist that it wants to remain in the RFQ Stack; or
 - B. the Initiator initiates a new Voice RFQ that is better than any other current RFQ and any current Order Book price and that new Voice RFQ is available to the market for a minimum of 30 seconds without trading (“Untraded Initiator”).
 - (ii) Responses to Voice RFQs may become new Initiations upon request of the Responder. Such new Initiations will be placed in the RFQ Stack.
- (e) Voice RFQ Initiation.
- (1) An Initiator may initiate a Voice RFQ by contacting an Execution Specialist.
 - (2) Initiation of a Voice RFQ begins when the Initiator identifies the desired instrument and can include the direction, price, and/or size. RFQs that are initiated by an Intermediary must also provide the Customer identity to the Execution Specialist.
 - (i) If requested by a Participant, an Execution Specialist may assist a Participant in arriving at an initiation price by referencing the last transaction rate, indicating the mid-price of the current RFQs, referencing the prices of correlated tenors, and referencing recent transactions from other swap execution facilities posted by the SDR.
 - (ii) A Execution Specialist shall not amend, enter or cancel any Initiation unless instructed by the Participant. Participants may instruct Execution Specialists to amend, enter or cancel any Initiation by contacting the Execution Specialist via the SEF’s recorded telephone lines or electronic instant messaging communications.
 - (3) Initiations are entered into the SEF’s internal Voice RFQ tool.

- (i) When required, pre-trade limit checks must be conducted prior to entry of the Initiation details into the Voice RFQ tool and prior to announcement of the details to other Execution Specialists.
- (4) The Execution Specialist must announce the details of the Voice RFQ to other Execution Specialists who in turn contact all Voice RFQ Participants in a Non-Directed Voice RFQ unless the Voice RFQ Participant has requested that initiations of a certain contract, size, or price be withheld.
- (5) Indications of Interest in the Interest Stack will be used as potential responses after the Initiation has been announced to the vRFQ Participants.
- (6) Initiations in the RFQ Stack on the opposite side of a new Voice RFQ will receive priority in Responding to all Initiations subsequent to the first Voice RFQ of the trading day. Such priority expires after approximately 5 seconds.
 - (i) Prices in the Order Book at or better than the Initiation price will be included in the RFQ Stack of potential Responders.
- (f) Voice RFQ Responses.
 - (1) Responders must provide the Execution Specialist the price and size of the Order if above or below the assumed market size as described in Rule 9000 within approximately 5 seconds of communication of the Initiation.
 - (i) Orders are provided by the Execution Specialist to the Initiator in price, time priority.
 - A. Along with the first response, any resting Orders in the Order Book must be communicated to the Initiator.
 - B. Only the price is communicated to the Initiator unless otherwise instructed by the Responder.
 - (ii) A SEF Execution Specialist shall not amend, enter or cancel any Response unless instructed by the Participant. Participants may instruct Execution Specialists to amend, enter or cancel any Response by contacting the Execution Specialist via the SEF's recorded telephone lines or electronic instant messaging communications.
 - (2) The Initiator has approximately 5 seconds to accept or reject each Response provided upon communication of such Response.
- (g) Acceptance of Order.
 - (1) If, prior to the expiration of the time period described in Rule 9000(f)(2), the Initiator accepts an Order, the details of the Order are entered into the internal Voice RFQ tool.

- (i) If required, a pre-trade limit check will be conducted on the Response prior to entry into the vRFQ Tool and Execution.
- (2) The trade will be immediately reported to the SDR. Execution Specialists may not disclose the details of a transaction until the trade is sent to the SDR. Execution Specialists shall not disclose the identities of the counterparties to a trade to any other Participant at any time.
- (3) If there is only one Initiator and one Responder at the chosen price, that Initiator and Responder may trade the entire amount provided by the Responder (see Rule 9000(f)(1)).
- (4) Stack Rules. If there are multiple Participants on either side of the market interested in trading at the chosen price, the initial transaction between Initiator and Responder may be for the double the Voice RFQ market size as listed in Appendix A to this Rule 9000. Each other Participant in the RFQ Stack will be eligible for a transaction at the Voice RFQ market size as listed in Appendix A in accordance with this Rule 9000(g)(4) and Rule 9000(d).
 - (i) If the Responder does not provide a size but post-execution of the market size indicates a desire to continue trading beyond the Tranche size (where the Initiator's interest has been exhausted), the Responder may initiate a new RFQ that is announced to the market. The announcement of the new Voice RFQ ends the initial Voice RFQ.
 - (ii) Unless the Responder indicates a desire to continue trading an additional amount beyond the initial Tranche as described in Rule 9000(g)(4)(i), the order of the RFQ Stack will be followed with the Execution Specialist confirming that each Participant remains interested in trading at that price. A Responder may indicate a desire to continue trading by communicating a desire to "pay on" or "sell on" to the Execution Specialist. The Execution Specialist will then announce to the market that the Participant has indicated a desire to continue trading at that level.
 - (iii) The Initiator of the Voice RFQ receives priority to trade one more Tranche(s) offered by the Responder at the top of the RFQ stack. Subsequent trades in the work-up will be in individual tranches through the voice RFQ stack until interest at that price level is exhausted.
 - (iv) Any Order Book Order incorporated in the RFQ Stack in time priority will be filled in its entirety before another Responder is offered a tranche.
 - (v) All trades are entered into the vRFQ tool, with the exception of those executed on the Order Book, and reported to the SDR.
 - (vi) If there is any remaining unfilled interest, that Participant can request that the Execution Specialist initiate a new Voice RFQ and enter the Initiation into the RFQ Stack.

(h) Rejection of an Order.

- (1) If after the expiration of the time period described in Rule 9000(f)(2), there is no acceptance from the Initiator or Responses are rejected, the Responses can, with the agreement of the Responder, become an Initiation of a Voice RFQ and be announced to the market.
- (2) If there are no remaining Initiations, then the Interest Stack is used as a guide to the potential market prices.
- (3) Counter requests by the Initiator are considered rejections of the Responses and new RFQ Initiations.

Appendix A to Rule 9000

tpSEF Inc.
Appendix A - Voice RFQ and Order Book Size

I. Voice RFQ			
Market Size			
All Contracts other than Butterflies		Butterflies Only	
Tenor	USD (m)	Tenor	USD (m)
1y	NA	1y	500
2y	200	2y	250
3y	150	3y	150
4y	100	4y	100
5y	100	5y	100
6y	85	6y	85
7y	75	7y	75
8y	75	8y	75
9y	50	9y	50
10y	50	10y	50
12y	50	12y	50
15y	50	15y	50
20y	35	20y	35
25y	25	25y	25
30y	25	30y	25
40y	20	40y	20
50y	15		
		Note: Tenor for a Butterfly is determined by subtracting the first leg from the second leg of the Butterfly (i.e. the first wing from the body).	
Minimum Sizes			
All Instruments			
Instruments are set to a minimum of \$5m including each leg of an instrument.			

II. Order Book	
Minimum Sizes	
Outrights and Spread-Overs	
USD instruments are set to the weighted value of \$200m 1 year equivalent notional.	
Strategies	
Spreads and Switches are set to the far leg's outright level.	
Butterflies are set the same as two times body's outright level.	
Certain Strategies with a leg that is below 5m have their minimum size adjusted to ensure no leg is below this amount.	

Mr. Christopher J. Kirkpatrick
October 29, 2020

EXHIBIT III

tpSEF Rulebook

(Marked Version)

tpSEF Inc.

Rulebook

Effective November 1, 2020

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SECTION 1 DEFINITIONS

Rule 1000 **Definitions**

Unless otherwise specifically provided in the SEF Rules or the context otherwise requires, the following terms have the meanings specified herein.

“*Account Manager*” means an investment manager or other Person acting in a similar capacity that (i) is not an individual, and (ii) acts as an agent and attorney-in-fact to transact Swaps via the SEF in the name and on behalf of a Client. An Account Manager may be a Participant, a Sponsored Participant or a Customer.

“*Affected Person*” has the meaning specified in Rule 3103.

“*Affiliate*” means with respect to any Person, any Person who, directly or indirectly, controls, is controlled by or is under common control with, such other Person.

“*Affirm*” means the process by which the counterparties to a Cleared Swap verify that they agree on the details of the transaction after execution on the SEF but prior to submission to the relevant DCO, which may be done by any means acceptable to the counterparties, including the use of an Affirmation Hub.

“*Affirmation Hub*” means a third-party service designated by the SEF to route Cleared Swaps to DCOs and which may provide Participants or Customers, as applicable, with the opportunity to Affirm the Cleared Swaps.

“*Appeals Panel*” means a panel appointed by the Chief Compliance Officer pursuant to Rule 6015.

“*Applicable Law*” means, with respect to any Person, any statute, law, regulation, rule or ordinance of any governmental or self-regulatory authority applicable to such Person, including (without limitation) these SEF Rules, any DCO Rule, the CEA and CFTC Regulations.

“*Appropriate Minimum Block Size*” means the minimum notional or principal amount established from time to time by the CFTC for a category of Swap that qualifies as a block trade pursuant to CFTC Regulation 43.6. The Appropriate Minimum Block Size is published by the CFTC or its designee from time to time in accordance with CFTC Regulations 43.6 and 43.7 and are included in Appendix D hereto.

“*Approved SDR*” has the meaning specified in Rule 8005(b).

“*Authorized Representative*” means any natural Person who is employed and authorized by a Participant to represent the Participant in SEF matters pursuant to Rule 3113.

“*Authorized Trader*” means a Person who is appointed, employed or authorized by a Participant (or by a Sponsored Participant) and who has been assigned a User ID by the SEF. Each Authorized Trader: (i) must be a natural Person; (ii) must have been granted Trading Privileges with respect to the trading activities of a Participant (or Sponsored Participant); and (iii) must satisfy any other

requirements as may be prescribed by the SEF from time to time. In the case of a Prime Broker Client, each Authorized Trader designated by such Prime Broker Client shall be considered an Authorized Trader of the Prime Broker Client and not of the relevant Prime Broker.

“*Block Trade*” means a Swap that: (i) has a notional or principal amount at or above the Appropriate Minimum Block Size applicable to such Swap; (ii) is executed pursuant to the SEF Rules and (x) in the case of an Uncleared Block Trade, occurs away from a SEF trading system or platform or (y) in the case of a Cleared Block Trade, is executed on a non-Order Book trading system or platform of the SEF in accordance with Rule 4016(j); and (iii) is a publicly reportable swap transaction that is reported subject to the SEF Rules and procedures of the SEF and Part 43 of the CFTC Regulations.

“*Board*” means the board of directors of the SEF.

“*Business Day*” means a day on which the SEF is open for trading as provided on the SEF website.

“*By-Laws*” means the by-laws of the SEF.

“*Cancellation Notice*” has the meaning specified in Rule 4105(b)(2).

“*CEA*” means the Commodity Exchange Act, as amended.

“*CFTC*” means the U.S. Commodity Futures Trading Commission.

“*CFTC Regulations*” means the rules and regulations promulgated by the CFTC, as amended.

“*Chief Compliance Officer*” means the chief compliance officer of the SEF appointed pursuant to Rule 2201.

“*Chief Executive Officer*” or “*CEO*” means the chief executive officer of the SEF appointed by the Board pursuant to Rule 2200.

“*Cleared Block Trade*” means a Block Trade in a Cleared Swap.

“*Cleared Swap*” means (i) a Swap that is subject to the Clearing Requirement, or (ii) any Swap of a type that is accepted by a DCO for clearing that the parties have elected to submit for clearing, whether or not the particular Swap is accepted or rejected.

“*Clearing Exception*” means an exception to, or an exemption from, the Clearing Requirement, which exception or exemption is set forth in Section 2(h)(7) of the CEA, CFTC Regulations or any CFTC No-Action Letter.

“*Clearing Exempt Transaction*” means a Transaction that is not subject to the Clearing Requirement due to an election by one or more counterparties to use an available Clearing Exception.

“*Clearing Firm*” means a Clearing Member that provides clearing services to one or more Participants, Sponsored Participants, Clients or Customers and has either executed a Clearing Firm

Agreement or in relation to which the relevant Participant, Sponsored Participant, Client, Customer and/or Clearing Member has provided the SEF with evidence or assurances satisfactory to the SEF of the existence and scope of the clearing services provided.

“*Clearing Firm Agreement*” means an agreement between the SEF and a Clearing Firm that includes (i) a list of the DCOs of which the Clearing Firm is a member, (ii) a list of the Persons for whom the Clearing Firm provides clearing services and (iii) if the Clearing Firm does not clear at all such DCOs for all such Persons, a per-Person list of the DCOs at which it does clear for such Person. The Clearing Firm shall be entitled to update this information in its sole discretion by written notice to the SEF and upon receipt of such notice, the SEF shall take such action necessary to effect the Clearing Firm’s modifications as promptly as practicable. For the avoidance of doubt, notwithstanding that such notice has not yet been provided or such modifications made, if the Clearing Firm has ceased to provide clearing services to a Person on any or all DCOs, the Clearing Firm may reject all such Person’s trades during the pre-execution credit check described in Rule 4017.

“*Clearing Member*” means a member of a DCO that is authorized to clear Swaps for itself and/or for other Persons.

“*Clearing Requirement*” means the mandatory clearing requirement set forth in Section 2(h)(1)(A) of the CEA.

“*Client*” means a Person that granted in writing to an Account Manager investment discretion on behalf and in the name of such Person.

“*Confirmation*” means a written record of all the terms of a Transaction as required by Applicable Law.

“*Contract*” means any Swap listed for trading on the SEF.

“*Correcting Transaction*” has the meaning specified in Rule 4013.A.(f).

“*Cross Transaction*” a Permitted Cross Transaction or a Required Cross Transaction.

“*Customer*” means a Person for whom an Introducing Broker, as agent, (i) enters Orders and/or engages in Transactions on the SEF, and/or (ii) submits Uncleared Block Trades pursuant to the SEF Rules. A Customer may be a Participant acting through an Introducing Broker as agent in accordance with the foregoing sentence, including a Participant that is a Prime Broker Client acting through an Introducing Broker.

“*Customer Type Indicator Code*” has the meaning specified in Rule 8001(a).

“*DCM*” means a designated contract market as defined in CFTC Regulation 1.3.

“*DCO*” means a derivatives clearing organization as defined in Section 1a(15) of the CEA that is registered with, or has been exempted from registration by, the CFTC and that provides clearing services with respect to any Swaps traded on the SEF or pursuant to the SEF Rules.

“*DCO Rules*” means the relevant organizational documents of a DCO and any relevant rule, interpretation, stated policy or instrument corresponding to any of the foregoing, in each case as adopted or amended from time to time by the DCO.

“*DDR*” has the meaning specified in Rule 8005(b).

“*Deal Management System*” means the SEF’s back-end systems that facilitate post-trade processing and that can be used to execute Permitted Cross Transactions as described in Rule 4004.

“*Directed Voice RFQ*” means a voice RFQ conducted in accordance with Rule 4003.D(b)(2).

“*Director*” means any member of the Board.

“*Disclosable Financial Interest*” means the position information contained in CFTC Regulation 1.69(b)(2)(iii)(A) – (E).

“*Disciplinary Action*” means any inquiry, investigation, disciplinary proceeding, appeal from a disciplinary proceeding, summary imposition of fines, summary suspension or other summary action.

“*Disciplinary Offense*” means any of the following violations, which, in each case, arises out of a proceeding or action that is brought by the SEF, a Self-Regulatory Organization, the CFTC or any federal or state agency or other governmental body:

- (1) Any violation of the SEF Rules or the rules of a Self-Regulatory Organization, except those violations related to (i) decorum or attire, (ii) financial requirements or (iii) reporting or recordkeeping unless resulting in fines aggregating more than \$5,000 within any calendar year;
- (2) Any violation described in paragraph (1)(i) – (iii) immediately above that involves fraud, deceit or conversion or results in a suspension or expulsion;
- (3) Any violation of the CEA or CFTC Regulations; or
- (4) Any failure to exercise supervisory responsibility with respect to acts described in paragraphs (1) – (3) immediately above when such failure is itself a violation of the SEF Rules, the rules of a Self-Regulatory Organization, the CEA or the CFTC Regulations.

“*Disciplinary Panel*” means the panel appointed by the Chief Compliance Officer to act in an adjudicative role and fulfill various adjudicative responsibilities and duties described in Section 6 of the SEF Rules.

“*Displayed Order*” has the meaning specified in Rule 4011(a)(2).

“*ECP*” means an “eligible contract participant” as defined in Section 1a(18) of the CEA and CFTC Regulations thereunder.

“*Emergency*” means any occurrence or circumstance that, in the opinion of the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available), requires immediate action and threatens or may threaten such things as the fair and orderly trading in, or the liquidation of or delivery pursuant to, any agreements, contracts, swaps or transactions or the timely collection and payment of funds in connection with clearing and settlement by a DCO, including, without limitation, the following:

- (1) any manipulative or attempted manipulative activity;
- (2) any actual, attempted or threatened corner, squeeze, congestion or undue concentration of positions in a Swap or any related asset;
- (3) any circumstance that may materially affect the performance of agreements, contracts, swaps or transactions, including failure of the payment system or the bankruptcy or insolvency of any Participant;
- (4) any action taken by any governmental body, or any other registered entity, board of trade, market or facility that may have a direct impact on trading or clearing and settlement of, or the legality or enforceability of, any Swap;
- (5) the imposition of any injunction or other restraint by any government agency, court or arbitrator upon a DCO which may affect the ability of a DCO to perform on a Swap;
- (6) any circumstance that may have a severe, adverse impact upon the functions and facilities of the SEF, including, but not limited to, acts of God, fire, flood or other natural disasters, bomb threats, acts of terrorism or war, severely inclement weather or failure or malfunction of all or a portion of the SEF, or other system breakdowns or interruptions such as power, computer, communication or transportation systems or the Internet;
- (7) any circumstance in which it appears to the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available) that a DCO or any other Person:
 - (i) has failed to perform on a Swap;
 - (ii) is insolvent; or
 - (iii) is in a financial or operational condition or is conducting business such that (A) the DCO cannot be permitted to continue to clear Swaps transacted on the SEF or pursuant to the SEF Rules without jeopardizing the safety of Participants, the SEF or any other Person or (B) the Person cannot be permitted to continue to transact business on the SEF without jeopardizing the safety of Participants, the SEF, any DCO or any other Person; or
- (8) any other circumstance that may have a severe, adverse effect upon the functioning of the SEF.

“*Emergency Action*” means any action taken in accordance with Rule 7000 by the SEF, the Board, any committee of the Board, the CEO or any other Officer in response to an Emergency, including, without limitation, any of the following actions:

- (1) suspending or curtailing trading or limiting trading (in whole or in part);
- (2) ordering the fixing of a settlement price, or the reduction of positions;
- (3) extending, limiting or changing the Trading Hours;
- (4) temporarily modifying or suspending any provision of the SEF Rules or Obligations;
- (5) imposing or modifying price limits;
- (6) altering any contract’s settlement terms or conditions;
- (7) imposing or modifying position limits; and/or
- (8) ordering any other action or undertaking to address or relieve the Emergency.

“*Emergency Rules*” has the meaning specified in Rule 7000.

“*Error*” has the meaning specified in Rule 5103.C.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Executed Anonymously*” means a Swap that is pre-arranged or pre-negotiated anonymously, including by a participant of the SEF.

“*Execution Specialist*” means a SEF employee responsible for assisting Participants and Sponsored Participants (and any of their Supervised Persons) in entering on the SEF Orders and Transactions, issuing and responding to RFQs, and receiving reports of Uncleared Block Trades.

“*Family Relationship*” means, with respect to any natural person, such natural person’s spouse, former spouse, parent, stepparent, child, stepchild, sibling, stepbrother, stepsister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law.

“*Financial Entity*” has the meaning set forth in Section 2(h)(7)(C) of the CEA.

“*FCM*” means futures commission merchant as defined under Section 1a(28) of the CEA and CFTC Regulation 1.3.

“*Government Agency*” means any governmental entity, body or agency of any government (including the United States, a state or foreign government).

“*Instrument Reference Price*” has the meaning specified in Rule 4003.B.(d)(1)(ii).

“*Interested Person*” has the meaning specified in Rule 2500(a).

“*Intermediary*” means any person that enters Orders, issues and responds to RFQs, submits Block Trades, accesses a Trading Platform or executes transactions in Contracts on behalf of one or more Customers, including without limitation, any FCM, Introducing Broker or commodity trading adviser registered with the Commission.

“*Introducing Broker*” is a Participant that (i) is a registered or exempt FCM or introducing broker (as defined in Section 1a(31) of the CEA and CFTC Regulation 1.3), and (ii) enters Orders or engages in Transactions on the SEF, and/or submits Uncleared Block Trades pursuant to the SEF Rules, on behalf of one or more Customers.

“*Investigation Report*” means any written report of investigation prepared by the Market Regulation Department.

“*ISDA*” means the International Swaps and Derivatives Association, Inc.

“*ISDA Reporting Counterparty Rules*” means the rules identified in Appendix A hereto, as may be amended from time to time, for establishing a Reporting Counterparty under the circumstances where CFTC Regulation 45.8 does not determine a Reporting Counterparty (for example, because both counterparties are Swap Dealers or both counterparties are Major Swap Participants) as published by ISDA under the title “Dodd Frank Act – Swap Transaction Reporting Party Requirements” as such rules may be amended, restated, supplemented or otherwise modified or replaced from time to time.

“*ISV*” means independent software vendor.

“*Legal Entity Identifier*” has the meaning set forth in Part 45 of the CFTC Regulations.

“*Major Swap Participant*” has the meaning set forth in Section 1a(33) of the CEA and CFTC Regulations thereunder.

“*Managed Order*” shall have the meaning set forth in Rule 4003.D(b)(4).

“*Market Regulation Department*” means the department within the SEF managed and overseen by the Chief Compliance Officer that regulates compliance with the SEF Rules. For purposes of the SEF Rules, Market Regulation Department may, as applicable, also include any Regulatory Services Provider pursuant to a Regulatory Services Agreement.

“*MAT/Agency MBS Package Transactions*” has the meaning set forth in CFTC No-Action Letter 14-137.

“*MAT/Futures Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31.

“*MAT/MAT Cleared Package Transaction*” means a Package Transaction, all components of which are made available to trade and which is not a Clearing Exempt Transaction.

“*MAT/New Issuance Bond Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31.

“*MAT/Non-CFTC Swap Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31.

“*MAT/Non-MAT Cleared Package Transactions*” has the meaning set forth in CFTC No-Action Letter 15-55.

“*MAT/Non-MAT Uncleared Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31.

“*MAT/Non-Swap Instruments Package Transactions*” has the meaning set forth in CFTC No-Action Letter 20-31, and shall, for the avoidance of doubt, exclude (1) U.S. Dollar Swap Spreads; (2) MAT/Futures Package Transactions; (3) MAT/Agency MBS Package Transactions; and (4) MAT/New Issuance Bond Package Transactions.

“*Material Adverse Change*” means a significant event that negatively affects the subject referenced.

“*Material Conflict of Interest*” has the meaning specified in Rule 2500(a).

“*Member*” has the meaning specified in Section 1a(34) of the CEA and CFTC Regulation 1.3, and shall include for purposes of the SEF Rules all Participants (including Sponsoring Participants) and all Sponsored Participants.

“*Membership Interests*” means financial institutions that vary as to their jurisdiction of organization, size, registration and regulatory status, primary business and business model.

“*Named Party in Interest*” means a Person that is identified by name as a subject of any matter being considered by the Board, any committee established by the Board (including the Regulatory Oversight Committee) or any SEF Panel.

“*NFA*” means the National Futures Association.

“*Non-Directed Voice RFQ*” means a voice RFQ conducted in accordance with Rule 4003.D(b)(1).

“*Non-Self-Clearing*” means, with respect to a DCO and any particular Swap, a Participant, Sponsored Participant, Client or Customer that is not a Clearing Member with respect to the related DCO and Swap.

“*Notice of Charges*” has the meaning specified in Rule 6005(a).

“*Notice to Participants*” has the meaning specified in Rule 3108.

“*Obligation*” means any and all duties and/or responsibilities arising under each SEF Rule, order or procedure issued by the SEF (including Notices to Participants) and other requirements implemented by the SEF under the SEF Rules, including the terms and conditions of each Swap, as well as any contractual obligations between a Participant and the SEF.

“*Off-Book Ticket Functionality*” means the functionality provided within the OMS that allows for the execution of Permitted Cross Transactions away from the Order Book. This functionality is available to market participants only for Transactions in the Rates asset class and for Transactions that are non-deliverable forwards.

“*Officer*” has the meaning specified in Rule 2200.

“*Offsetting Transaction*” has the meaning specified in Rule 4013.A.(f).

“*Order*” means a firm bid or offer for a Swap.

“*Order Book*” means the trading systems operated by the SEF in which any Participant or any market participant acting through a Participant has the ability to enter multiple bids and offers, observe or receive bids and offers entered by other Participants, and transact on such bids and offers. All bids and offers on the Order Book shall be Orders (*i.e.*, firm bids or offers and not indications of interest or indicative quotes), and all Orders shall be displayed on the Order Book on an anonymous basis. Any market participant who wishes to connect to and use the Order Book may choose to do so, as more fully described in Rule 4003.B. The Order Book is available for all Swaps listed for trading by the SEF.

“*Order Book Waiver*” has the meaning specified in Rule 4003.B.(f)(2).

“*Order Management System*” or “*OMS*” means the SEF’s front-end system that houses the Order Book, as well as the SEF’s Off-Book Ticket Functionality. Market participants may connect to the OMS via a graphical user interface (GUI) or an application program interface (API), which allows third-party trading systems to interact with the OMS.

“*Package Transaction*” means a transaction involving two or more instruments: (1) that is executed between two or more counterparties; (2) that is priced or quoted as one economic transaction with simultaneous or near simultaneous execution of all components; (3) that has at least one component that is a Swap that is a Required Transaction; and (4) where the execution of each component is contingent upon the execution of all other components. No Swap is prohibited from being executed on the SEF by virtue of its being part of a Package Transaction. The categories of Package Transactions currently executed on the SEF are: (i) MAT/MAT Cleared Package Transactions; (ii) MAT/Non-MAT Cleared Package Transactions; and (iii) MAT/Non-MAT Uncleared Package Transactions. The categories of Package Transactions currently facilitated by the SEF are: (i) MAT/Non-Swap Instruments Package Transactions (MAT/Bonds only); (ii) US Dollar Swap Spreads; and (iii) MAT/Futures Package Transactions (MAT/Eurodollar Futures only). Such facilitation is done by the SEF’s providing an execution venue for the Swap legs and reference price information regarding the non-Swap legs. The reference price is made available to Participants for informational purpose only. The SEF does not execute the non-Swap legs of Package Transactions; the counterparties to any Package Transaction involving a non-Swap component must execute such non-Swap component away from the SEF.

“*Package Transaction (Order Book Exempt)*” is a Package Transaction for which the CFTC has granted currently-effective no-action relief or an exception or exemption from the requirements of Section 2(h)(8) of the CEA and/or CFTC Regulation 37.9. Pursuant to CFTC No-Action Letter 20-31, the following are Package Transactions (Order Book Exempt) until 11:59 p.m. (Eastern

Time) on November 15, 2022: (a) MAT/New Issuance Bond Package Transactions; (b) MAT/Futures Package Transactions; (c) MAT/Non-MAT Uncleared Package Transactions; (d) MAT/Non-Swap Instruments Package Transactions; and (e) MAT/Non-CFTC Swap Package Transactions. If any such no-action relief is extended, upon and to the extent of such extension, the relevant Package Transaction will continue to be a Package Transaction (Order Book Exempt) for purposes of the SEF Rules.

“*Participant*” means any Person, other than an ISV, that has been admitted by the SEF as a “Participant” and that has been granted, and continues to have, Trading Privileges.

“*Participation Criteria*” means the criteria set forth in Rule 3000(a).

“*Permitted Cross Transaction*” means a Permitted Transaction submitted to the SEF for execution either directly or via an Execution Specialist following some form of permitted pre-arrangement or pre-negotiation between or among the parties.

“*Permitted Transaction*” shall have the meaning provided in CFTC Regulation 37.9(c)(1).

“*Person*” means a natural person or an entity.

“*Personal Information*” means personally identifiable information or data concerning or relating to a Person’s employees, customers or prospective customers.

“*Prime Broker*” means a Participant that has authorized a Prime Broker Client to place Prime Brokerage Orders and execute Prime Broker Transactions on the SEF in the name of and on behalf of such Participant and that has been accepted by the SEF to act in such capacity.

“*Prime Broker Acknowledgement Letter*” shall have the meaning set forth in Rule 4105(b)(1).

“*Prime Broker Client*” means a Participant that has been identified by a Prime Broker in a Prime Broker Acknowledgment Letter to place Prime Brokerage Orders on the SEF and to execute Prime Broker Transactions in the name of and on behalf of such Prime Broker.

“*Prime Broker Limit*” means any limit, term or trading parameter established by a Prime Broker in respect of a Prime Broker Client, including credit limits and any categories of permissible Uncleared Swaps.

“*Prime Broker Transaction*” means a Permitted Cross Transaction in an Uncleared Swap executed on the SEF pursuant to Rule 4105 where one counterparty is a Prime Broker and the other is a Person (which may also be a Prime Broker) with which the Prime Broker has swap trading relationship documentation in place in accordance with the requirements of Rule 4013.B.

“*Prime Brokerage Order*” means an Order for a Prime Broker Transaction.

“*Proprietary Data*” means, with respect to any Person, any information that separately discloses business transactions, market positions or trade secrets of such Person.

“*Public Director*” means any Director who qualifies as a “Public Director” within the meaning of the By-Laws.

“*Recipient*” means a Participant who is a recipient of an RFQ.

“*Regulatory Oversight Committee*” or “*ROC*” means the committee described in Rule 2401.

“*Regulatory Services Agreement*” means the agreement(s) between the SEF and Regulatory Services Provider(s), under which market surveillance and trade practice surveillance functions are delegated to the Regulatory Services Provider.

“*Regulatory Services Provider*” means the organization, if any, which provides regulatory services to the SEF pursuant to a Regulatory Services Agreement. The SEF’s Regulatory Services Provider is currently the NFA.

“*Related Party*” has the meaning given in Rule 6028.

“*Reporting Counterparty*” has the meaning set forth in Part 45 of the CFTC Regulations.

“*Request for Quote*” or “*RFQ*” means a request by one Participant to at least such minimum number of Participants as may be required by CFTC Regulations from time to time for a market quote that shall constitute an Order.

“*Required Cross Transaction*” means a Required Transaction (other than a Block Trade or Package Transaction (Order Book Exempt)) (x) in which a Participant acting as a broker or dealer seeks to either execute against its Customer’s Order or execute two of its customers’ Orders against each other, and (y) that is submitted for execution on the Order Book, either directly or via an Execution Specialist, following some form of permitted pre-arrangement or pre-negotiation.

“*Required Transaction*” shall have the meaning provided in CFTC Regulation 37.9(a)(1), as may be amended from time to time.

“*Resting Quote*” means any firm bid or offer displayed on the Order Book of the SEF.

“*Review Panel*” means a panel responsible for determining whether a reasonable basis exists for finding a violation of the SEF Rules or other provision of Applicable Law for which the SEF has disciplinary jurisdiction, and for authorizing the issuance of notices of charges against Persons alleged to have committed violations if the Review Panel believes that the matter should be adjudicated.

“*Risk Mitigation Sessions*” has the meaning specified in Rule 4018.

“*Rule*” or “*Rules*” means the rules, resolutions, interpretations, statements of policy, decisions, directives and orders of the SEF (including this Rulebook).

“*SEC*” means the U.S. Securities and Exchange Commission.

“*SEF*” means the swap execution facility operated by tpSEF Inc. or any successor thereto.

“*SEF Official*” means any Director or Officer of, or individual employed directly by, the SEF, the Regulatory Services Provider or any individual rendering similar services to the SEF under an administrative or similar agreement.

“*SEF Panel*” means any Review Panel, Disciplinary Panel, Appeals Panel or any other disciplinary or oversight panel of the SEF and any subcommittee thereof.

“*SEF Proceeding*” and “*SEF Proceedings*” means any inquiry, investigation, disciplinary proceeding or any appeal from a disciplinary proceeding, summary suspension or other summary actions.

“*SEF Rules*” means the rules of the SEF as set forth herein, as may be amended from time to time by the SEF.

“*Self-Clearing*” means, as to any DCO and Swap, a Participant, Sponsored Participant, Client or Customer that is a Clearing Member of the relevant DCO with respect to such Swap.

“*Self-Regulatory Action*” means an Emergency Action or a SEF Proceeding.

“*Self-Regulatory Organization*” means the Financial Industry Regulatory Authority, the NFA or any other self-regulatory organization under the CFTC Regulations or the rules and regulations of the SEC.

“*Significant Action*” has the meaning specified in CFTC Regulation 1.69(a)(8).

“*Sponsored Participant*” means a third-party ECP that is extended Trading Privileges by a Sponsoring Participant pursuant to Rule 3110.

“*Sponsoring Participant*” means a Participant that extends Trading Privileges to a Sponsored Participant pursuant to Rule 3110.

“*Supervised Persons*” means Authorized Traders, directors, officers, employees or agents of any Participant or Sponsored Participant.

“*Swap*” means any “swap” as defined in CEA Section 1a(47) and CFTC Regulation 1.3 that has been listed for trading on the SEF.

“*Swap Data Repository*” or “*SDR*” has the meaning set forth in Section 1a(48) of the CEA.

“*Swap Dealer*” has the meaning set forth in Section 1a(49) of the CEA.

“*Swap Specification*” means, with respect to any Swap, the specifications for such Swap as set forth in Appendix B hereto, including any materials incorporated by reference therein.

“*System Protocol*” means the terms from time to time in force upon which a Participant may access a specific Trading Platform, including any supplemental written guidelines provided by the SEF to the Participant, as amended from time to time. The System Protocols shall be posted on the

SEF's website. In the event of any inconsistency between the provisions of any System Protocol and the Rules, the terms of the System Protocol shall prevail.

“*TAS Cross Transaction*” has the meaning given in Rule 4003.C.(a).

“*Terms Incorporated by Reference*” has the meaning given in Rule 4012.

“*tpSEF Risk Mitigation Procedures*” means the SEF's procedures for Risk Mitigation Sessions, which are attached hereto as Appendix C.

“*Trade Communication*” has the meaning given in Rule 4012.

“*Trading Hours*” means, for any Business Day, the hours specified in Rule 4000.A. below.

“*Trading Platform*” means any of the separate electronic central limit order books and other systems administered by or on behalf of the SEF for the trading of Contracts pursuant to specific System Protocols for each such system.

“*Trading Privileges*” means the right granted to a Participant by the SEF, or extended to a Sponsored Participant by a Sponsoring Participant, to issue and respond to RFQs or use the SEF for execution of Swaps, in each case acting through one or more Authorized Traders.

“*Transaction*” means any Swap transacted on the SEF in accordance with the SEF Rules or, in the case of an Uncleared Block Trade, transacted away from a SEF trading system or platform in accordance with the SEF Rules.

“*Uncleared Block Trade*” means a Block Trade other than a Cleared Block Trade.

“*Uncleared Swap*” means a Swap other than a Cleared Swap.

“*Untraded Initiator*” shall have the meaning set forth in Rule 9000(d)(2)(i)(B).

“*User ID*” means a unique identifier issued to each Authorized Trader of a Participant that enables the SEF to identify the individual.

“*U.S. Dollar Swap Spreads*” has the meaning set forth in CFTC No-Action Letter 15-55.

“*U.S. Treasury Security*” means a bond, note, bill or other evidence of indebtedness issued by the United States Treasury.

“*USP*” means a unique swap identifier created by the SEF pursuant to Part 45 of the CFTC Regulations.

“*Waiting Order*” has the meaning specified in Rule 4011(a)(2).

SECTION 2 SEF GOVERNANCE

Rule 2000 The SEF

The SEF is a corporation organized under the laws of the state of Delaware. The By-Laws of the SEF govern the management and operation of the SEF.

BOARD

Rule 2100 Board

- (a) The Officers shall manage the day-to-day business operations of the SEF. The Board has the power and authority to oversee, and to affirm, modify, suspend or overrule, any and all decisions and actions of any committees of the Board or any panel of Officers related to the day-to-day business operations of the SEF.
- (b) The Board will determine which Swaps are available from time to time for trading subject to the SEF Rules, and will approve specifications for such Swaps; provided that the Board may delegate the authority to approve such rules to a SEF committee or to one or more Officers of the SEF; provided, further, that certifications or applications with respect to such rules will be submitted to the CFTC as required by the CEA and any regulations thereunder.
- (c) The Board may act only by the decision of an absolute majority in number of the Directors by vote at a meeting, by unanimous written consent without a meeting, or as otherwise set forth in the By-Laws. In the event of an Emergency, which in the judgment of the CEO (or, if the CEO is not available, the most senior Officer that is available) requires immediate action, a special meeting of the Board may be convened without notice, consisting of those Directors who are immediately available in person or by telephone and can be joined in the meeting in person or by conference telephone. The actions taken at such a meeting shall be effective if at least a quorum of the Directors participates either personally or by conference telephone.
- (d) At all times, at least 35% of the Directors shall be Public Directors. Each Director (including Public Directors) shall be appointed in accordance with the By-Laws and shall serve until his or her successor is duly appointed or until his or her earlier resignation or removal, with or without cause. The Directors shall include members who have had relevant experience in some capacity (whether as a current or former employee, officer, director, principal, consultant, advisor, service provider or otherwise) working with or for a diversity of Membership Interests.
- (e) Each Director is entitled to indemnification pursuant to the By-Laws with respect to matters relating to the SEF.
- (f) To qualify as a Director, an individual must meet the qualifications for directors set forth in the By-Laws, and to qualify as a Public Director, an individual must meet the qualifications for "Public Directors" set forth in the By-Laws.

- (g) Without limitation of any other provisions of this Rule 2100, the provisions of Article III of the By-Laws shall be deemed to be part of the SEF Rules and shall be deemed to be incorporated herein, to the same extent and with the same force and effect as if set forth herein in their entirety.

OFFICERS

Rule 2200 Officers

- (a) The Board shall appoint a Chief Executive Officer and such other officers of the SEF (each of the foregoing, an “Officer,” and collectively, the “Officers”) as it may deem necessary or appropriate from time to time, in accordance with and as required by the By-Laws.
- (b) Any Officer may also be a director, officer, partner or employee of the SEF or any of its Affiliates.
- (c) The Officers shall have such powers and duties in the management of the SEF as the Board may prescribe from time to time.
- (d) Each Officer is entitled to indemnification pursuant to the By-Laws with respect to matters relating to the SEF.

Rule 2201 Chief Compliance Officer

- (a) Either the Board or the Chief Executive Officer shall appoint a Chief Compliance Officer. The Board shall approve the compensation of the individual appointed as Chief Compliance Officer. Removal of the Chief Compliance Officer shall require the approval of a majority of the Board. The SEF shall notify the CFTC of the removal of the Chief Compliance Officer and the appointment of any new Chief Compliance Officer, whether interim or permanent, within two (2) Business Days of such removal and appointment.
- (b) The Chief Compliance Officer’s duties shall include, but are not limited to, the following:
- (1) overseeing and reviewing the SEF’s compliance with Applicable Law, including, without limitation, Section 5h of the CEA and related CFTC Regulations;
 - (2) enforcing the SEF Rules;
 - (3) in consultation with the CEO and such others, including, without limitation, the Board and/or the Regulatory Oversight Committee, as deemed appropriate and necessary, resolving any conflicts of interest that may arise, including: (i) conflicts between business considerations and compliance requirements; (ii) conflicts between business considerations and the requirement that the SEF provide fair, open and impartial access as set forth in the CFTC Regulations; and (iii) conflicts between the SEF’s management and members of the Board;
 - (4) establishing and administering requisite written policies and procedures reasonably designed to prevent violations of the CEA and CFTC Regulations;

- (5) taking reasonable steps to ensure compliance with the CEA and CFTC Regulations;
 - (6) establishing procedures for the remediation of noncompliance issues identified by the Chief Compliance Officer through compliance office reviews, look-backs, internal or external audit findings, self-reported errors or validated complaints;
 - (7) establishing and following appropriate procedures for the handling, management response, remediation, retesting and closing of noncompliance issues;
 - (8) establishing and administering a compliance manual designed to promote compliance with Applicable Law and a written code of ethics designed to prevent ethical violations and to promote honesty and ethical conduct;
 - (9) supervising the SEF's self-regulatory program with respect to trade practice surveillance, market surveillance, real-time market monitoring, compliance with audit trail requirements, enforcement and disciplinary proceedings, audits, examinations and other regulatory responsibilities with respect to Participants, Customers, Clients and other market participants (including seeking to ensure compliance with, if applicable, financial integrity, financial reporting, sales practice, recordkeeping and other requirements);
 - (10) supervising the effectiveness and sufficiency of any regulatory services provided to the SEF by a Regulatory Services Provider; and
 - (11) preparing and filing the annual compliance report as required under the CEA and applicable CFTC Regulations.
- (c) The Chief Compliance Officer shall have available to him or her at all times the authority and the resources of the Market Regulation Department and such other resources as may be necessary to develop and enforce policies and procedures necessary to fulfill the duties set forth for chief compliance officers of swap execution facilities in the CEA and the CFTC Regulations. The Chief Compliance Officer shall have supervisory authority over all staff of the Market Regulation Department and all other compliance staff.
- (d) The Chief Compliance Officer shall report directly to the Board. The Chief Compliance Officer shall have the authority to inspect the books and records of all Participants and the authority to require any Participant to appear before him or her and produce its books and records and answer questions regarding alleged violations of the SEF Rules or other provision of Applicable Law for which the SEF has disciplinary jurisdiction, at the time, place and in the manner it designates. The Chief Compliance Officer may also delegate such authority to staff of the Market Regulation Department and/or the Regulatory Services Provider.

QUALIFICATIONS

Rule 2300 Qualification of Chief Compliance Officer

- (a) The Chief Compliance Officer shall have the background and skills appropriate for fulfilling the responsibilities of the position.
- (b) The Chief Compliance Officer may not be disqualified from registration pursuant to Section 8a(2) or (3) of the CEA.

Rule 2301 Qualifications of Directors, Panel Members, Committee Members and Officers

- (a) A Director or Officer must meet the qualifications set forth from time to time in the By-Laws.
- (b) An individual may not serve as a Director or an Officer, hold a 10% or more ownership interest in the SEF or serve on a committee established by the Board (including the Regulatory Oversight Committee) or any SEF Panel if the individual:
 - (1) within the prior three (3) years has been found by a final decision of the SEF, a Self-Regulatory Organization, an administrative law judge, a court of competent jurisdiction or a Government Agency to have committed a Disciplinary Offense;
 - (2) within the prior three (3) years has entered into a settlement agreement in which any of the findings or, in the absence of such findings, any of the acts charged, included a Disciplinary Offense;
 - (3) is currently suspended from trading on a DCM, is suspended or expelled from membership in a Self-Regulatory Organization, is serving any sentence or probation or owes any portion of a fine or penalty related to either:
 - (i) a finding of a Disciplinary Offense by a final decision of the SEF, a Self-Regulatory Organization, an administrative law judge, a court of competent jurisdiction or a Government Agency; or
 - (ii) a settlement agreement in which any of the findings or, in the absence of such findings, any of the acts charged included a Disciplinary Offense;
 - (4) is currently subject to an agreement with a Government Agency, the SEF or a Self-Regulatory Organization not to apply for registration with the Government Agency or for membership in the SEF or the Self-Regulatory Organization;
 - (5) is currently, or within the past three (3) years has been, subject to a revocation or suspension of registration by the CFTC for any reason;
 - (6) has been convicted of a felony listed in Section 8a(2)(D)(ii) through (iv) of the CEA; or

- (7) is currently subject to a denial, suspension or disqualification from serving on a disciplinary committee, arbitration panel or governing board of any self-regulatory organization as that term is defined in Section 3(a)(26) of the Exchange Act.
- (c) Any Director, Officer, member of a committee established by the Board, any SEF Panel member, any individual nominated to serve in any such role or any individual authorized by the Regulatory Oversight Committee to take summary action shall immediately notify the Chief Executive Officer or the Chief Compliance Officer if such individual meets one or more of the criteria in Rule 2301(b).
- (d) For purposes of Rule 2301(b), the terms “final decision” and “settlement agreement” have the meanings set forth in CFTC Regulation 1.63(a).

BOARD COMMITTEES

Rule 2400 [Reserved]

Rule 2401 Regulatory Oversight Committee

- (a) The Regulatory Oversight Committee of the Board shall be composed entirely of Public Directors appointed by the Board.
- (b) Each member of the Regulatory Oversight Committee shall serve for a term of two (2) calendar years from the date of his or her appointment or until such Person ceases to be Public Director or until removed from the ROC by the Board. A member of the Regulatory Oversight Committee may serve for multiple terms.
- (c) The Regulatory Oversight Committee shall oversee the SEF’s regulatory program on behalf of the Board. The Board shall delegate sufficient authority, dedicate sufficient resources, and allow sufficient time for the Regulatory Oversight Committee to fulfill its mandate. It shall make such recommendations to the Board that, in its judgment, will best promote the interests of the SEF. The Regulatory Oversight Committee shall also have such other powers and perform such other duties as set forth in the SEF Rules and as the Board may delegate to it from time to time.
- (d) Without limiting the generality of the foregoing, the Regulatory Oversight Committee shall have authority to:
 - (1) monitor the regulatory program of the SEF for sufficiency, effectiveness, and independence; and
 - (2) oversee all facets of the regulatory program.
- (e) The Regulatory Oversight Committee reports to the Board.

CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

Rule 2500 Conflicts of Interest Relating to Self-Regulatory Actions

- (a) A Director, Officer, SEF Panel member or other Person authorized to exercise the SEF's authority concerning a Self-Regulatory Action who has a Material Conflict of Interest between (i) his or her exercise of authority concerning a Self-Regulatory Action, and (ii) his or her personal interests (each, an "Interested Person"), may not (x) participate in any deliberations or vote of the Board (which includes for purposes hereof a Board committee) or SEF Panel, or (y) exercise any authority, with respect to the Self-Regulatory Action involving his or her personal interest, except as described below.

For purposes of this Rule 2500, a Director, Officer, SEF Panel member or other Person has a "Material Conflict of Interest" when such Director, Officer, SEF Panel member or other Person:

- (1) is named as a respondent or potential respondent or a witness or potential witness in a Self-Regulatory Action;
 - (2) is an employer, employee, fellow employee or an Affiliate of a respondent or potential respondent or a witness or potential witness in the Self-Regulatory Action;
 - (3) has any significant, ongoing business relationship with a respondent or potential respondent or a witness or potential witness in the Self-Regulatory Action;
 - (4) has a Family Relationship with a respondent or potential respondent or a witness or potential witness in a Self-Regulatory Action (including the individual's spouse, co-habitator, former spouse, parent, stepparent, child, step child, sibling, stepbrother, stepsister, grandparent, grandchild, uncle, aunt, nephew, niece, father-in-law, mother-in-law, brother-in-law or sister-in-law); and/or
 - (5) is involved in any other circumstance that gives rise to a conflict between the Director's, Officer's, panel member's or other Person's exercise of authority concerning a Self-Regulatory Action and his or her personal interests.
- (b) Before considering any Self-Regulatory Action, an Interested Person, or a Director, Officer, SEF Panel member or other Person authorized to exercise the SEF's authority concerning a Self-Regulatory Action that believes he or she is or may be an Interested Person, must disclose in writing to the Board the material facts concerning his or her relationship or interest in the matter. Following such disclosure, the Board shall determine whether any Person that believes he or she is or may be an Interested Person actually is an Interested Person. Notwithstanding any contrary determination by the Board, any Person that believes he or she is or may be an Interested Person may recuse himself or herself from deliberations and voting or the exercise of authority pursuant to Rule 2500(a) above upon his or her election.
- (c) Any Interested Person who would be required otherwise to abstain from deliberations and voting or the exercise of authority pursuant to Rule 2500(a) above as a result of having

Material Conflict of Interest may participate in deliberations, prior to a vote on the matter, if:

- (1) the material facts about the Interested Person's interest in the matter are disclosed or known to the Board or SEF Panel;
 - (2) the Board determines that the participation by the Interested Person would be consistent with the public interest; and
 - (3) a majority of the Directors (excluding any Interested Persons) vote to allow the Interested Person to participate in deliberations on the matter.
- (d) If a determination is made pursuant to Rule 2500(c) that an Interested Person may participate in deliberations prior to a vote, then the minutes of the meeting of the Board or committee thereof will reflect the determination and the reasons for the determination.
- (e) If a determination is made that all Directors are Interested Persons with respect to a matter subject to a vote by the Board, the Chief Executive Officer (unless the Chief Executive Officer is an Interested Person, in which case the most senior Officer who is not an Interested Person) will appoint a panel of individuals who are not Interested Persons with respect to such matter, which will have the same authority and powers over such matter that the Board would have if the Directors were not Interested Persons with respect to such matter.

Rule 2501 Voting by Interested Parties

- (a) Relationship with Named Party in Interest.
- (1) A member of the Board, any committee established by the Board (including the ROC) or any SEF Panel must abstain from such body's deliberations and voting on any matter involving a Named Party in Interest where such member:
 - (i) is a Named Party in Interest;
 - (ii) is an employer, employee or fellow employee of a Named Party in Interest;
 - (iii) is associated with a Named Party in Interest through a "broker association" as defined in CFTC Regulation 156.1;
 - (iv) has any other significant, ongoing business relationship with a Named Party in Interest, not including relationships limited to executing futures or option transactions opposite of each other or to clearing futures or option transactions through the same clearing member; or
 - (v) has a Family Relationship with a Named Party in Interest.
 - (2) Prior to the consideration of any matter involving a Named Party in Interest, each member of the Board, any committee established by the Board (including the ROC)

or any SEF Panel must disclose to the Chief Compliance Officer whether he or she is a Named Party in Interest or has one of the relationships listed in Rule 2501(a)(1)(ii)-(v) above with a Named Party in Interest.

- (3) The following procedure will apply with respect to any matter involving a Named Party in Interest under this Rule 2501:
 - (i) In its sole discretion, the Chief Compliance Officer, in consultation with the ROC (excluding any potentially interested members of the ROC), shall determine whether any member of the Board, any committee established by the Board (including the ROC) or a SEF Panel is required to abstain from deliberations and voting on the matter.
 - (ii) The determination of the Chief Compliance Officer will take into consideration the exigency of the matter and shall be based upon: (x) information provided by the member pursuant to Rule 2501(a)(2), and (y) any other source of information that is held by and reasonably available to the SEF.
- (4) Notwithstanding any contrary determination made in accordance with Rule 2501(a)(3), any Person that believes he or she is or may be a Named Party in Interest or has or may have one of the relationships listed in Rule 2501(a)(1)(ii)-(v) above with a Named Party in Interest may recuse himself or herself from deliberations and voting on the relevant matter involving a Named Party in Interest.

(b) Financial Interest in Significant Action.

- (1) A member of the Board, any committee established by the Board (including the ROC) or any SEF Panel must abstain from such body's deliberations and voting on any Significant Action if the member knowingly has a direct and substantial financial interest in the result of the vote based upon either exchange or non-exchange positions that could reasonably be expected to be affected by the action.
- (2) Prior to the consideration of any Significant Action, each member of the Board, any committee established by the Board (including the ROC) or any SEF Panel must disclose to Chief Compliance Officer any Disclosable Financial Interest that is known to such member. This requirement does not apply to members who choose to abstain from deliberations and voting on the subject Significant Action.
- (3) The Chief Compliance Officer will independently require a member of the Board, any committee established by the Board (including the ROC) or any SEF Panel to abstain from both the deliberations and voting by the Board, committee or SEF Panel on any Significant Action if the Chief Compliance Officer, in consultation with the ROC (excluding any potentially interested members of the ROC), determines that the member has a direct and substantial financial interest in the result of the vote. The determination of the Chief Compliance Officer must include a review of the member's Disclosable Financial Interest, take into consideration the exigency of the Significant Action and should be based upon: (x) the most recent

large trader reports and clearing records available to the SEF; (y) information provided by the member with respect to any Disclosable Financial Interest pursuant to Rule 2501(b)(2); and (z) any other source of information that is held by and reasonably available to the SEF.

- (4) The Board, any committee established by the Board (including the ROC) or any SEF Panel may permit a member to participate in deliberations prior to a vote on a Significant Action for which deliberations such member otherwise would be required to abstain, pursuant to this Rule 2501(b), if such participation would be consistent with the public interest and the member recuses himself or herself from voting on such action.
- (5) In making a determination as to whether to permit a member to participate in deliberations on a Significant Action for which such member otherwise would be required to abstain, the deliberating body shall consider the following factors:
 - (i) Whether the member's participation in deliberations is necessary for the deliberating body to achieve a quorum in the matter, and
 - (ii) Whether the member has unique or special expertise, knowledge or experience in the matter under consideration.

Prior to making any such determination, the relevant deliberating body must fully consider the position information that is the basis for the member's direct and substantial financial interest in the result of a vote on a Significant Action.

- (6) The Board, Board committees and SEF Panels must reflect in their minutes or otherwise document that the conflicts determination procedures required by this Rule 2501 have been followed. Such records also must include:
 - (i) The names of all members who attended the meeting in person or who otherwise were present by electronic means;
 - (ii) The name of any member who voluntarily recused himself or herself or was required to abstain from deliberations and/or voting on a matter and the reason for the recusal or abstention, if stated; and
 - (iii) Information on the position information that was reviewed for each member.

Rule 2502 Restrictions on Certain Persons who Possess Confidential Information; Improper Use or Disclosure of Confidential Information

- (a) No Director, Officer, member of any committee or panel established by the Board or any employee or consultant of the SEF shall use or disclose, either during his or her association with the SEF or thereafter, for any purpose other than the performance of his or her official duties and responsibilities as a Director, Officer, committee or panel member or employee or consultant any confidential information (including any material, non-public

information) obtained as a result of the individual's duties and responsibilities as a Director, Officer, committee or panel member or employee or consultant. Any Director, Officer, committee or panel member or employee or consultant in possession of confidential information shall take all appropriate steps to safeguard the information and to protect it against disclosure, misuse, espionage, loss and theft.

- (b) Notwithstanding Rule 2500(a), a Director, Officer, member of any committee or panel established by the Board or employee or consultant of the SEF may disclose confidential information (i) in the course of his or her official duties; (ii) to any Self-Regulatory Organization, DCO, court of competent jurisdiction or representative of any agency or department of the federal or state government acting in his or her official capacity; (iii) if such information is or becomes a matter of public knowledge through no fault of the Director, Officer, member of any committee or panel established by the Board or employee or consultant; or (iv) as required pursuant to Applicable Law.
- (c) No Director, Officer, or member of any committee or panel established by the Board, no employee of the SEF and no consultant to the SEF shall:
 - (1) trade for such Person's own account, or for or on behalf of any other account, on the basis of any material, non-public information obtained through the performance of such Person's official duties;
 - (2) use or disclose, for any purpose other than the performance of such Person's official duties, any confidential information obtained by such Person as a result of such Person's official duties; *provided, however*, that this Rule shall not prohibit any disclosures that are expressly permitted pursuant to Rule 2502(b); or
 - (3) trade, directly or indirectly, in (i) any Swap traded on the SEF, (ii) any related commodity interest (as defined in CFTC Regulation 1.59(a)), or (iii) any commodity interest traded on any DCM or SEF or cleared by any DCO if such Person has access to material non-public information concerning such commodity interest.

SERVICE AGREEMENTS

Rule 2600 Services Agreement with a Regulatory Services Provider

- (a) The SEF may enter into a Regulatory Services Agreement with a Regulatory Services Provider to perform certain surveillance, investigative, and regulatory functions under the SEF Rules and the SEF may provide information to the Regulatory Services Provider in connection with the performance of those functions.
- (b) The SEF shall retain ultimate decision-making authority with respect to any functions that are contracted to a Regulatory Services Provider and shall remain responsible for the performance of any Regulatory Services received.

Rule 2601 Services Agreement with Other Service Providers

The SEF, in its discretion, may enter into services agreements with service providers of its choosing to perform functions under the SEF Rules, and may provide information to such service providers in connection with the performance of those functions.

Rule 2602 Prohibited Use of Data Collected for Regulatory Purposes

The SEF will not use for business or marketing purposes any Proprietary Data or Personal Information it collects or receives, from or on behalf of any Person, for the purpose of fulfilling its regulatory obligations unless the Person from whom it collects or receives such data or information clearly consents to the SEF's use of such data or information in such manner by providing a separate signed consent prior to such use. The SEF will not condition access to its market(s) or market services on a Person's consent to the SEF's use of Proprietary Data or Personal Information for business or marketing purposes. The SEF, where necessary for regulatory purposes and as permitted by Applicable Law, may share such data or information with one or more DCOs, swap execution facilities or DCMs registered with the CFTC. In such an event, the SEF will request the DCO, swap execution facility or DCM to maintain the confidentiality of any such information in the same manner as the DCO, swap execution facility or DCM would protect its own proprietary data.

**SECTION 3
PARTICIPANT ACCESS RULES**

QUALIFICATIONS

Rule 3000 Qualifications

- (a) To be eligible for admission as a Participant, an applicant must satisfy the following criteria (the “Participation Criteria”):
- (1) is an ECP;
 - (2) is of good reputation and business integrity;
 - (3) maintains adequate financial resources and credit, has adequate capacity to meet its financial obligations and has not filed for bankruptcy;
 - (4) if it is an entity, is validly organized, in good standing and authorized by its governing body and, if relevant, documents of organization, to act as a Participant and comply with its obligations under the SEF Rules and doing so will not violate any material agreement by which it is bound or require any consents not already obtained;
 - (5) is not prohibited from using the services of the SEF for any reason whatsoever;
 - (6) holds all registrations required under Applicable Law, including, without limitation, any introducing broker, futures commission merchant, and/or swap dealer registration (each as defined in the CEA and CFTC Regulations), and if required pursuant to Applicable Law, is a member of the NFA;
 - (7) is not subject to statutory disqualification under Section 8a(2) of the CEA; and
 - (8) satisfies any other criteria that the SEF may require from a Participant to enable the SEF to perform its responsibilities as a Self-Regulatory Organization, comply with Applicable Law or provide services, provided such criteria are impartial, transparent and applied in a fair and nondiscriminatory manner.
- (b) Each Participant intending to trade Cleared Swaps for its own account must either be (i) Self-Clearing with respect to the DCO where the Cleared Swaps it will trade are cleared, or (ii) if it is Non-Self-Clearing, have a clearing account with a Clearing Firm and be permitted by the related Clearing Firm to clear such Swaps at such DCO through such Clearing Firm.
- (c) Each Participant that is an Account Manager, Introducing Broker or Sponsoring Participant must ensure that each of its Clients, Customers or Sponsored Participants (as applicable) intending to trade Cleared Swaps meets the requirements of Rule 3000(b) above.

- (d) Participants are prohibited from entering Orders or Transactions in Cleared Swaps on the SEF on behalf of any party (whether the Participant itself or its Client, Customer or Sponsored Participant) that is Non-Self-Clearing unless such party has a relationship with a Clearing Firm as described in Rule 3000(b)(ii) that covers the relevant Order or Transaction.
- (e) The SEF shall review any financial filings and notices made by its Participants pursuant to the SEF Rules to determine whether they continue to qualify as ECPs. If any Client or Customer of an Account Manager or Introducing Broker is not also a Participant, the SEF shall obtain from the applicable Account Manager or Introducing Broker a representation that such Client or Customer is an ECP, which will be deemed repeated each time the applicable Account Manager or Introducing Broker transacts on the SEF on behalf of such Client or Customer.
- (f) Upon request of the SEF or its Regulatory Services Provider, each Participant (and each Authorized Trader) shall promptly provide to the Market Regulation Department or the Regulatory Services Provider (i) the names of its Customers, Client or Sponsored Participants (if applicable) and (ii) such information about Authorized Traders as the SEF requests.
- (g) The SEF may from time to time establish different categories of Participants receiving access to the SEF. Participants receiving comparable access to, or services from, the SEF will be subject to comparable fee structures.
- (h) Consistent with Applicable Law, the SEF will provide access to its trading platform and services on a fair and nondiscriminatory basis to any ECP that complies with the SEF's documentation and eligibility requirements as set forth in the SEF Rules.

PARTICIPANT APPLICATION AND ONGOING PARTICIPANT MATTERS

Rule 3100 Application Requirements

A Person that wishes to become a Participant of the SEF must:

- (a) Submit to the SEF an accurate and complete application and execute and deliver any applicable agreements and other documents as may be required by the SEF from time to time;
- (b) if it is an entity, provide a copy of all formation documents including any amendments thereto if requested by the SEF;
- (c) if it is an applicant organized or located outside of the United States, enter into a written agreement acceptable to the SEF appointing a third party as its U.S. agent for service of process for purposes of CFTC Regulation 15.05, and shall provide the SEF with a copy of the agreement;
- (d) provide such other information as may be requested by the SEF; and

- (e) provide (i) written or electronic confirmation of its status as an ECP, and (ii) with respect to any Client, Customer or Sponsored Participant that is not also a Participant and on whose behalf it wishes to trade on the SEF, a representation that such Client, Customer or Sponsored Participant is an ECP, which representation will be deemed repeated each time the Participant transacts on the SEF, whether for its own account or on behalf of such Client, Customer or Sponsored Participant.

Rule 3101 Review of Application

- (a) The SEF shall review a prospective Participant's application and may ask for and review any additional information it deems relevant.
- (b) The SEF in its discretion may conduct an investigation of any applicant.

Rule 3102 Acceptance as a SEF Participant

- (a) If the SEF decides to admit an applicant as a Participant, it shall notify the applicant and state in such notice the date on which the applicant shall become a Participant.
- (b) Once admitted, a Participant shall continue at all times to satisfy all the Participation Criteria set forth in Rule 3000(a) and all other applicable eligibility criteria the SEF may specify from time to time.
- (c) Admission as a Participant only entitles the Participant to Trading Privileges and does not confer any right of ownership in the SEF, or right to attend or vote at meetings of the SEF, or right to share in the profits of the SEF.

Rule 3103 Denial, Conditioning or Termination of Participant Status

- (a) The SEF may deny, condition or terminate Participant status of any Person:
 - (1) if such Person is unable to satisfactorily demonstrate its ability to satisfy the Participation Criteria or any other eligibility criteria required to become or remain a Participant or any of the representations and warranties made by the Participant is untrue;
 - (2) if such Person is unable to satisfactorily demonstrate its capacity to adhere to all applicable SEF Rules and any other Applicable Law, including those concerning recordkeeping, reporting, financial requirements and trading procedures;
 - (3) if such Person fails to comply with any limitation placed by the SEF on such Person;
 - (4) if such Person commits a violation of the SEF Rules;
 - (5) if such Person would bring the SEF into disrepute as determined by the SEF in its sole discretion; or
 - (6) for such other reason the SEF may reasonably determine.

- (b) If the SEF decides to deny or condition an application for admission as a Participant, or terminate a Person's status as a Participant, the SEF shall promptly notify such Person (the "Affected Person") thereof in a writing sent to the address in the SEF application form or maintained in the SEF's records. Such Affected Person may, within seven (7) calendar days of receipt of such notification, request in writing that the SEF reconsider its determination.
- (c) Within thirty (30) calendar days of receiving the request for reconsideration, the SEF shall either confirm, reverse or modify the denial, conditioning or termination of the Affected Person as a Participant, and shall promptly notify the Affected Person accordingly in a writing sent to the address in the SEF application form or maintained in the SEF's records.
- (d) Any denials, conditionings or terminations implemented by the SEF pursuant to this Rule 3103 will be impartially enforced.
- (e) Any denial, conditioning or termination that represents a suspension, expulsion, disciplinary or access denial action or other adverse action within the meaning of Part 9 of the CFTC Regulations may (to the extent required thereby) be subject to review by the CFTC pursuant to Part 9 of the CFTC Regulations.

Rule 3104 Duty to Keep Current

- (a) If any material information in the Participant's application becomes outdated or otherwise is inaccurate or incomplete for any reason, the Participant must promptly update the application.
- (b) Within thirty (30) calendar days following the end of each calendar year, Participants shall review and revise, as necessary, all information provided in their applications and provide such revisions to the SEF.

Rule 3105 Withdrawal of Participant; Temporary Deactivation of Trading Privileges

- (a) To withdraw from the SEF, a Participant must notify the SEF of its withdrawal. Such withdrawal shall be accepted and effective immediately upon receipt of such notice by the SEF, provided that the SEF may, in its reasonable discretion, refuse to accept a Participant's withdrawal request or may postpone the effective date of withdrawal of a Participant if the SEF considers it necessary for the protection of the Participant's Customers, other Participants or otherwise in the interests of the SEF.
- (b) Upon the effectiveness of the withdrawal of a Participant, all rights and privileges of such Participant with respect to the SEF shall terminate (including, without limitation, Trading Privileges). Notwithstanding the accepted withdrawal of a Participant, the withdrawn Participant, and any Client, Customer or Sponsored Participant thereof, shall remain bound by the SEF Rules and subject to the jurisdiction of the SEF with respect to any and all matters arising from, related to or in connection with, the status, actions or omissions of such Person prior to such withdrawal and must cooperate in any SEF Proceeding as if the former Participant were still a Participant.

- (c) Notwithstanding the foregoing, a Participant may request, in writing, that the SEF temporarily deactivate its Trading Privileges. The SEF may approve or deny any such request in its sole discretion, and may approve any such request on such terms as the SEF shall determine in its sole discretion. Upon approval of any such request, the Participant's Trading Privileges shall be deactivated and the Participant will not be permitted to execute Transactions on the SEF or otherwise access the SEF until its Trading Privileges have been reinstated by the SEF. The Participant shall incur no new fees during the period of its deactivation.

Rule 3106 Dissolution of Participants

Upon dissolution of a Participant, all rights and privileges of such Participant with respect to the SEF shall terminate, but all obligations of such Participant shall survive.

Rule 3107 Jurisdiction and Application of SEF Rules

- (a) Prior to obtaining access to the SEF and each time a Participant, Customer, Client, Sponsored Participant or any other Person initiates or executes a transaction on or subject to the SEF Rules, directly or through an intermediary, such Participant, Customer, Client, Sponsored Participant or other Person and any Supervised Person acting on its behalf shall be deemed to have expressly:
- (1) consented to the jurisdiction of the SEF with respect to any and all matters arising from, related to, or in connection with, the status, actions or omissions of such Person;
 - (2) agreed to be bound by, and comply with, the SEF Rules and all Obligations, the DCO Rules and Applicable Law, in each case to the extent applicable to it;
 - (3) agreed to assist the SEF in complying with its legal and regulatory obligations, cooperate with the SEF, its Regulatory Services Provider(s) and the CFTC in any inquiry, investigation, audit, examination or proceeding, and authorizes the SEF to provide information regarding it to any Regulatory Services Provider, the CFTC or any Self-Regulatory Organization.
- (b) At the time any Clearing Firm executes a Clearing Firm Agreement, such Clearing Firm shall be deemed to have expressly:
- (1) consented to the jurisdiction of the SEF with respect to any and all matters arising from, related to, or in connection with, the status, actions or omissions of such Person;
 - (2) agreed to be bound by, and comply with, the SEF Rules and all Obligations, the DCO Rules and Applicable Law, in each case to the extent applicable to it;
 - (3) agreed to assist the SEF in complying with its legal and regulatory obligations, cooperate with the SEF, its Regulatory Services Provider(s) and the CFTC in any inquiry, investigation, audit, examination or proceeding, and authorizes the SEF to

provide information regarding it to any Regulatory Services Provider, the CFTC or any Self-Regulatory Organization.

- (c) Any Person (including any Authorized Trader) whose access to the SEF is suspended for any period, and, if applicable, any Client, Customer or Sponsored Participant thereof, remains subject to the SEF Rules and to the jurisdiction of the SEF throughout the period of suspension and must cooperate in any SEF Proceeding. Any Person whose access to the SEF is revoked or terminated, and, if applicable, any Client, Customer or Sponsored Participant thereof, shall remain bound by the SEF Rules and subject to the jurisdiction of the SEF, with respect to any and all matters arising from, related to or in connection with, the status, actions or omissions of such Person prior to such revocation or termination and must cooperate in any SEF Proceeding.

Rule 3108 Notices to Participants

- (a) The SEF shall publish a notice with respect to each addition to, modification or clarification of the SEF Rules or of any action to implement any SEF Rules on the SEF's website or via an electronic mail distribution to enable each Participant to become aware of and familiar with, and to implement any necessary preparatory measures to be taken by it with respect to, such addition or modification, prior to the effective date thereof (each a "Notice to Participants"). For purposes of publication in accordance with the first sentence of this Rule 3108, it shall be sufficient (without limiting the discretion of the SEF as to any other reasonable means of communication) if a Notice to Participants is published on the SEF's website.
- (b) Any Notice to Participants published on the SEF's website or otherwise provided to Participants shall be deemed to have been made to all of a Participant's Supervised Persons, Clients, Customers and Sponsored Participants.
- (c) Each Participant is required to review the "Notices to SEF Participants" section of the SEF's website to make itself aware of material changes to the SEF Rules or other notices that may affect its rights and obligations as a Participant, and is responsible for conveying such information to its Supervised Persons, Clients, Customers and Sponsored Participants in accordance with Rule 3114(c).

Rule 3109 Authorized Traders

- (a) Each Participant shall designate one or more Authorized Trader(s), which, in the case of a Sponsoring Participant, may include any Person appointed, employed or authorized by a Sponsored Participant as provided in Rule 3110. Participants shall be responsible to the SEF for acting with reasonable care in granting Authorized Trader status to any individual.
- (b) By agreeing to become an Authorized Trader, an individual is deemed to expressly consent to the jurisdiction of the SEF and agrees to be bound by the duties and responsibilities of an Authorized Trader and to be subject to, and comply with, the SEF Rules and Obligations. Among other duties and responsibilities that the SEF may impose, an Authorized Trader must:

- (1) have the authority, at the SEF's request, to adjust or withdraw any Order or Transaction submitted under any User ID assigned to him or her;
 - (2) conduct activity under any User ID assigned to him or her in compliance with all SEF Rules and Obligations; and
 - (3) ensure he or she has been assigned his or her own User ID.
- (c) To designate an Authorized Trader, a Participant must follow the procedures established by the SEF. The SEF may establish criteria that individuals must fulfill to become an Authorized Trader.
 - (d) The SEF will maintain a list of all designated Authorized Traders for each Participant.
 - (e) The SEF may, in its sole discretion, refuse to approve an Authorized Trader or revoke or suspend the designation of an individual as Authorized Trader to protect other Participants and the integrity of the SEF or for any other reason and shall promptly notify the related Participant of such action.
 - (f) To request the termination of the designation of an individual as Authorized Trader, the Participant must follow the procedures established by the SEF.
 - (g) Each Authorized Trader shall be identified to the SEF in the manner prescribed by the SEF and shall be subject to the SEF Rules. It is the duty of the Participant to ensure that each Authorized Trader registration is current and accurate at all times.
 - (h) Without limiting the foregoing, prior to accessing the SEF each Authorized Trader consents to abide by the SEF Rules and Applicable Law and each Participant will ensure on an ongoing basis that: (i) none of its Authorized Traders is subject to a disqualification pursuant to any Applicable Law (unless an appropriate exemption has been obtained with respect thereto); (ii) each of its Authorized Traders will be technically proficient; (iii) each of its Authorized Traders will conduct its business in a fair and equitable manner; and (iv) each of its Authorized Traders will comply with the SEF Rules and Obligations and conduct its business in accordance with Applicable Law.

Rule 3110 Sponsored Access

- (a) A Sponsoring Participant may extend Trading Privileges to one or more Sponsored Participants. If the Sponsoring Participant is not the Sponsored Participant's Clearing Firm, the Sponsoring Participant will provide all relevant clearing information to the SEF on behalf of the Sponsored Participant. Each Sponsored Participant shall designate one or more Authorized Traders to transact on the SEF.
- (b) The Sponsoring Participant is responsible for all RFQs, Orders, and Transactions placed by any Person acting on behalf of or in the name of the Sponsored Participant on the SEF as if such Orders or Transactions were placed by the Sponsoring Participant (whether or not the Sponsoring Participant was aware of and/or had approved the placing of such Orders or Transactions). Any execution occurring as a result of an Order or Transaction

entered by a Sponsored Participant shall be binding in all respects on the Sponsoring Participant.

- (c) The Sponsoring Participant must monitor the Sponsored Participant's access to the SEF and activity on the SEF, including, but not limited to, the entry, cancellation or other processing of Orders, risk management, trade reporting, clearing and settlement of Transactions.
- (d) The Sponsored Participant is not a Participant of the SEF. The SEF has no liability to, and the SEF owes no duties or obligations to, nor has any responsibility for, the Sponsored Participant. Notwithstanding anything herein to the contrary, the Sponsored Participant and any other Person using a User ID or login credentials linked to a Participant will be subject to, and must comply with, the SEF Rules, and may be subject to Disciplinary Action by the SEF for any violation or attempted violation of the SEF Rules or provisions of Applicable Law for which the SEF has disciplinary jurisdiction. The Sponsored Participant will be deemed to have represented and warranted that it is an ECP and that it has all registrations, licenses and consents required under Applicable Law. The Sponsoring Participant further agrees to cooperate with the SEF, or any other regulator, in connection with any inquiry regarding the Sponsored Participant's access and activities relating to the SEF and, in connection with such inquiry, the Sponsoring Participant shall ensure the cooperation of the Sponsored Participant and procure that the Sponsored Participant is contractually bound to cooperate with the SEF or any other regulator.
- (e) The Sponsoring Participant shall ensure that:
 - (1) the Sponsored Participant, its directors, members, officers, employees and agents comply with Applicable Law and the policies and procedures issued or approved by the SEF and with all of the duties and/or obligations imposed on Participants under the SEF Rules as if the Sponsored Participant were a Participant for such purposes, except with respect to any such duties and/or obligations which manifestly only relate to the Sponsoring Participant;
 - (2) the Sponsored Participant takes reasonable security precautions to prevent unauthorized access to and use of the SEF, including unauthorized entry of information on the SEF and unauthorized use of information and data made available by the SEF; and
 - (3) the Sponsored Participant uses any market data for its own internal purposes only and only in accordance with the SEF Rules.
- (f) The SEF shall obtain from each Sponsoring Participant a representation that each of its Sponsored Participants will be an ECP at the time each such Sponsored Participant transacts on the SEF.
- (g) The SEF will promptly notify a Sponsoring Participant in writing of its approval, or refusal to approve, the designation of a Sponsored Participant. The SEF may, in its sole discretion, revoke, limit, restrict or suspend the designation of a Sponsored Participant, and shall notify the Participant of such action in accordance with SEF procedures.

- (h) A Sponsoring Participant that seeks to terminate the designation of a Sponsored Participant shall notify the SEF in writing, providing such information as the SEF may require. The SEF shall terminate the Sponsored Participant's access to the SEF in accordance with procedures established by the SEF.

Rule 3111 [Reserved]

Rule 3112 Introducing Brokers

- (a) An Introducing Broker will be permitted to introduce Orders and execute Transactions on the SEF on behalf of a Customer (which may include another Participant or an Account Manager acting on behalf of a Client) where such Customer has so authorized the Introducing Broker. Any time an Introducing Broker introduces an Order or Transaction on the SEF on behalf of a Customer, such Introducing Broker shall be deemed to represent that the Customer on whose behalf it is acting has granted the Introducing Broker such authorization. An Introducing Broker shall provide the SEF with such notice and/or proof of such Customer authorization as the SEF may request from time to time.
- (b) If authorized, an Introducing Broker may enter any Order, submit a Block Trade, or introduce to the SEF for execution any Transaction, permissible under the SEF Rules on behalf of such Customer.
- (c) Each Customer shall be the principal to all executed Transactions resulting from Orders submitted by an Introducing Broker to the SEF on such Customer's behalf (other than where the Customer is a Prime Broker Client executing a Prime Broker Transaction in the name of and on behalf of a Prime Broker, in which case the relevant Prime Broker shall be principal to such Transaction).

Rule 3113 Authorized Representatives

- (a) Each Participant shall designate an Authorized Representative(s) who will represent the Participant before the SEF and its committees and receive notices on behalf of the Participant.
- (b) An Authorized Representative shall be empowered by the Participant to act on its behalf and the SEF shall be entitled to rely on the actions of the Authorized Representative as binding on the Participant and each of its Authorized Traders.
- (c) Each Participant must provide the SEF with current contact and other requested information for each of its Authorized Representatives so that the SEF is able to immediately contact the Authorized Representatives.

Rule 3114 Communications between the SEF and Participants

- (a) Each Participant must provide the SEF with its current electronic mail address and telephone number and the electronic mail address and telephone number of each of its Authorized Traders and immediately (and in any event within 24 hours) update this information whenever it changes.

- (b) All communications between the SEF and the Participant will be transmitted by electronic mail and/or posted on the SEF's website, except as otherwise specified by the SEF.
- (c) Each Participant shall be responsible for conveying such communications to all of its Supervised Persons, Clients, Customers and Sponsored Participants (and Authorized Traders thereof).
- (d) Each Participant will be responsible for promptly reviewing and, if necessary, responding to all electronic communications from the SEF to the Participant or any of its Supervised Persons.
- (e) All communications made to Participants shall also be deemed to have been made to all of its Supervised Persons, Clients, Customers and Sponsored Participants (and Authorized Traders thereof).

Rule 3115 Recording of Communications

The Market Regulation Department and/or Regulatory Services Provider(s) may record conversations and retain copies of electronic communications between the SEF, on one hand, and Participants, Sponsored Participants, Clients or Customers or any of their Supervised Persons or other agents, on the other hand. Any such recordings may be retained by the SEF or the Regulatory Services Provider in such manner and for such periods of time as the SEF may deem necessary or appropriate and in accordance with Applicable Law. The SEF or Regulatory Services Provider will retain such recording in compliance with CFTC Regulations.

MATERIAL CHANGES

Rule 3200 Change of Control; Non-Assignment

- (a) A Participant must provide written notice to the SEF of any of the following changes to its ownership, control or business operations prior to any such change taking effect to the extent practicable and in any event no later than 48 hours after any such change takes effect:
 - (1) a merger of the Participant with another Person, or
 - (2) a transfer, issuance or other transaction that results in one Person owning 50% or more of the voting equity of the Participant or a transaction that results in the transfer of all or substantially all of the assets of the Participant.
- (b) A Participant may not assign its rights as a Participant without the written consent of the SEF, which consent shall not be unreasonably withheld.

FEES

Rule 3300 Fees

- (a) The SEF shall set the times and amounts of any assessments or fees (including access and utilization fees), costs and charges to be paid by Participants. By accessing the SEF,

Participants agree to be bound by the fee schedule in effect at the time the applicable SEF services are rendered.

- (b) A Participant will be responsible for the payment of all fees charged to it with respect to any Transaction, including, without limitation, any Transaction that is (i) for any or no reason, not fully performed by the parties thereto or (ii) subsequently voided or rescinded.
- (c) Assessments, fees, costs and charges and other amounts owed to the SEF are payable upon receipt of the invoice. If a Participant fails to pay when due any assessments, fees, costs and charges owed, and such payment obligation remains unsatisfied thirty (30) days after its due date, the SEF may suspend, revoke, limit, condition, restrict or qualify the Trading Privileges of such Participant as it deems necessary or appropriate.

Rule 3301 Volume Discounts

The SEF may from time to time establish financial incentives for meeting trading volume, liquidity thresholds and/or other standards as may be established by the SEF.

INDEPENDENT SOFTWARE VENDORS

Rule 3400 ISVs

- (a) Consistent with Applicable Law, the SEF will provide access to its trading platform, services and data on a fair and nondiscriminatory basis to any ISV that complies with the SEF's documentation and eligibility requirements for ISVs as set forth in the SEF Rules.
- (b) An ISV that wishes to access the SEF must:
 - (1) consent to the jurisdiction of the SEF and agree to be bound by, and comply with, the SEF Rules and all Obligations, the DCO Rules and Applicable Law, in each case to the extent applicable to it;
 - (2) execute an ISV participation agreement in the form supplied by the SEF;
 - (3) pay the monthly access fees that may be established by the SEF from time to time, which fees will be comparable for ISVs receiving comparable access to, or services from, the SEF;
 - (4) comply with the applicable technical access standards, system compatibility requirements, security protocols and technical specifications for connection to the SEF as may be specified by the SEF from time to time;
 - (5) ensure that each Person that uses the ISV to access the SEF is either a Participant or a Client or Customer of a Participant;

- (6) in the case of any Order or Transaction submitted to the SEF through the ISV, provide sufficient detail to identify the Participant (and, if applicable, the Participant's Client or Customer) as required by the SEF; and
 - (7) satisfy any other criteria that the SEF may require to perform its responsibilities as a Self-Regulatory Organization, comply with Applicable Law or provide services, provided such criteria are impartial, transparent and applied in a fair and nondiscriminatory manner.
- (c) An ISV may provide data obtained from the SEF solely to Participants and/or Clients or Customers of a Participant in connection with such Participants' and/or Clients' or Customers' actual and proposed trading activity on the SEF, and will not provide such data to any other swap execution facility, security-based swap execution facility, DCM, national securities exchange or other trading facility or system without the prior written consent of the SEF.

BUSINESS CONDUCT REQUIREMENTS

Rule 3500 Customers and Clients

No Participant shall enter an Order or enter into a Transaction in the name of a Customer or Client, unless the Customer or Client has so authorized the Participant. Any time an Introducing Broker or Account Manager introduces an Order or Transaction on the SEF on behalf of a Customer or Client (as applicable), such Introducing Broker or Account Manager shall be deemed to represent that the Customer or Client on whose behalf it is acting has granted the Introducing Broker or Account Manager such authorization.

Rule 3501 Disclosure Requirements; Know Your Counterparty Requirements

- (a) With respect to Uncleared Swaps, Participants that are Swap Dealers or Major Swap Participants shall verify through representations or otherwise the status of each Swap counterparty as an ECP as provided in CFTC Regulations applicable to business conduct standards for Swap Dealers and Major Swap Participants in their dealing with counterparties.
- (b) Participants that are Introducing Brokers must verify the status of each of their Customers as an ECP.
- (c) Participants that are Account Managers must verify the status of each of their Clients as an ECP.
- (d) Participants that are Sponsoring Participants must verify the status of each of their Sponsored Participants as an ECP.
- (e) Each Participant and Supervised Person, Client, Customer or Sponsored Participant of a Participant must comply with all disclosure requirements set forth in under Applicable Law including any additional disclosure requirements imposed by the SEF Rules.

SECTION 4 TRANSACTION EXECUTION

This Section 4 prescribes Rules concerning trade practices and business conduct on the SEF and applies to all RFQs, Orders and Transactions.

Rule 4000.A. Trading Hours

Except with respect to Emergencies, the SEF shall determine and publish the Business Days of the SEF and the Trading Hours for each Swap. Participants are prohibited from sending any Order or entering into any Transaction or using any other facility of the SEF outside of the designated Trading Hours for the relevant Swap. The Trading Hours for each Swap in the Order Book shall be twenty-three (23) hours per Business Day other than between 5:30 p.m. and 6:30 p.m. (Eastern Time), in each case, subject to any variation as may be published by the SEF in a Notice to Participants or included in the relevant Swap Specification. The Trading Hours for each Swap via RFQ shall be twenty-four (24) hours per Business Day, subject to any variation as may be published by the SEF in a Notice to Participants or included in the relevant Swap Specification.

Rule 4000.B. Swap Specifications

- (a) Notwithstanding any provision of the SEF Rules to the contrary, the terms and conditions set forth in the Swap Specification with respect to a particular Swap shall govern the trading in such Swap on the SEF and, in the event of any conflict between the general terms of the SEF Rules excluding the Swap Specifications and the particular terms of the SEF Rules set forth in the Swap Specification, the particular terms of the SEF Rules set forth in the Swap Specification shall govern with respect to trading in the relevant Swap on the SEF.
- (b) The Swap Specification for each individual Swap may specify:
 - (1) different classes of Participants eligible to trade such Swaps. Each such class of Participants shall have the rights and obligations specified by the Swap Specification for each such Swap;
 - (2) whether such Swap may be settled via cash settlement, physical delivery of the underlying commodity, or by any other means, as applicable; and
 - (3) the method for determining settlement prices.
- (c) The SEF shall permit trading only in Swaps that are not readily susceptible to manipulation.

Rule 4001 Procedures

- (a) With respect to trading on or through the SEF or subject to the SEF Rules, the SEF may adopt, without limitation, procedures relating to Transactions in Swaps and trading on the SEF or subject to the SEF Rules, including procedures to:
 - (1) disseminate the prices of bids and offers on, and Transactions in, Swaps;

- (2) record, and account for, Swaps and SEF activity and regulate administrative matters affecting Swaps and SEF activity;
 - (3) establish daily limits (or such other frequency as may be determined from time to time by the SEF) on the notional amount and/or risk of Orders or Transactions that may be submitted by a Participant through the SEF or subject to the SEF Rules;
 - (4) establish limits on Swaps that may be held by a Participant, Customer, Client or Sponsored Participant;
 - (5) establish a limit on the maximum daily price fluctuations for any Swap and provide for any related restriction or suspension of trading in the Swap; and
 - (6) establish minimum price quoting increments for each Swap.
- (b) The SEF may, in its discretion and at any time, amend any procedures adopted pursuant to Rule 4001(a), and will publish the amendments in a Notice to Participants or in any other manner determined appropriate by the SEF.

Rule 4002 Required Identifications

- (a) Each Participant and all related Authorized Traders (including those of its Sponsored Participants) must have a User ID assigned in accordance with the procedure adopted by the SEF from time to time in order to access the SEF. The User ID assigned to an Authorized Trader may not be reassigned to another Authorized Trader.
- (b) Orders entered on the SEF must include the User ID assigned to the Authorized Trader. An Authorized Trader is prohibited from allowing any other Person to use such unique identification to enter Orders on the SEF. No Person may enter Orders on the SEF using a User ID that has not been assigned to such Person.
- (c) Each Participant shall be responsible for all RFQs, Orders placed, or Transactions executed using any of the User IDs assigned to its Authorized Traders or those of any of its Sponsored Participants. Prime Brokers shall be responsible for all Prime Brokerage Orders placed or Prime Broker Transactions executed by a Prime Broker Client acting in its capacity as such subject to and in accordance with the relevant Prime Broker Acknowledgement Letter and Rules 4105 and 5103.E.
- (d) Participants must terminate an Authorized Trader's access to the SEF upon termination of the Authorized Trader's employment at, or authorization or appointment by, the Participant or Sponsored Participant (as applicable).

Rule 4003.A. Execution of Transactions

- (a) No Person shall execute a Required Transaction subject to the SEF's jurisdiction other than via the Order Book or RFQ unless such Transaction is a Block Trade, Package Transaction (Order Book Exempt) or a Clearing Exempt Transaction. All Required Cross Transactions

will be subject to the time delay requirement set forth in Rule 4011, including TAS Cross Transactions that are Required Cross Transactions.

- (b) No Person shall enter into a Clearing Exempt Transaction subject to the SEF's jurisdiction unless it (or, if applicable, its Customer, Client or Sponsored Participant) or the counterparty to the Swap is eligible for and elects to rely on a Clearing Exception. Upon request of the SEF, a Participant, Sponsored Participant, Customer or Client shall submit to the SEF all documentation supporting eligibility for the applicable Clearing Exception.
- (c) Permitted Transactions (including Permitted Cross Transactions) may be executed through the SEF's Order Book as described in Rule 4003.B or RFQ as described in Rule 4003.D. In addition, Permitted Cross Transactions may be executed away from the SEF's Order Book or RFQ as described in Rule 4004. Certain Permitted Transactions may also be executed via Risk Mitigation Sessions as specified in Rule 4018 and the tpSEF Risk Mitigation Procedures.
- (d) Any swap component of a Package Transaction (Order Book Exempt) may be executed in the same manner as any Permitted Cross Transaction as described in Rule 4004 or, if available for execution on the SEF's Order Book, through the SEF's Order Book.
- (e) Block Trades are required to be executed in accordance with the requirements of Rule 4016.
- (f) No executed Transactions may be submitted to the SEF other than Block Trades that occur away from the SEF and that are executed in accordance with the requirements of Rule 4016.
- (g) TAS Cross Transactions must be submitted to the SEF and executed in accordance with the requirements of Rule 4003.C.
- (h) Any Order or Cross Transaction that is submitted to the SEF may be cancelled prior to execution.

Rule 4003.B. Order Book

- (a) All Orders posted to the Order Book are firm (*i.e.*, there are no indications of interest or indicative quotes allowed).
- (b) An acceptable Order must include a specific price and size, as well information meeting the requirements of Rule 8001.
- (c) Order Types.
 - (1) An acceptable Order must indicate the time in force, which may include the following:
 - (i) “Day” (or “Fill-and-Store”) Orders are only good for the Business Day and applicable Trading Hours in which they are entered.

- (ii) “*Fill-or-Kill*” (“*FOK*”) Orders must be immediately executed for the entire size of the Order or are cancelled automatically.
 - (iii) “*All-or-None*” (“*AON*”) Orders must be executed for the entire size of the Order or are cancelled automatically. AON Orders enter the Order Book as passive Orders.
 - (iv) “*Immediate or Cancel*” (“*IOC*”) Orders must be executed fully or partially and, if partially, the remaining quantity is cancelled automatically.
 - (v) “*Good ‘til Time*” (“*GTT*”) Orders are cancelled after a specified time if no matching Order is placed.
 - (vi) “*Good ‘til Price*” (“*GTP*”) Orders will be cancelled if the reference price of the specified instrument is moved up or down (depending upon whether the Order is a bid or offer).
 - (vii) “*One Cancels Other*” (“*OCO*”) Orders are paired Orders stipulating that if one of the Orders is executed, the other is automatically cancelled.
- (2) Good ‘til Time, Good ‘til Price and One Cancels Other Orders are all also Day Orders, in that they are only good for the Business Day and applicable Trading Hours in which they are entered, even if the time, price or execution conditions are not otherwise met.
- (3) Not all Orders types are available for all Swaps. The table below shows the Order types available for each asset class:

Asset Class	Day	FOK	AON	IOC	GTT	GTP	OCO
Credit	✓	✓	×	✓	✓	✓	✓
Commodities	✓	✓	×	×	✓	×	×
Rates	✓	✓	US\$ only	✓	✓	×	EUR/GBP only
Non-Deliverable Forwards	✓	✓	×	✓	✓	✓	✓
Equities	✓	✓	×	✓	✓	×	×
FX Options	✓	×	×	✓	✓	✓	✓

(d) Pre-Trade Controls.

- (1) Order Limits. The SEF may, within its sole discretion, set Order limits by product and by instrument within a particular asset class. The following types of Order limits may be imposed:

- (i) *Order Size Limit (OSL)*: This is the maximum size allowed for any single Order. Any Order submitted will be checked against the product/asset class's Order Size Limit, and if the Order exceeds this limit, such Order will be rejected and the Participant will be notified.
- (ii) *Order Price Limit (OPL)*: This is the maximum price differential allowed for any Order. Any Order submitted will be checked against the product/asset class's Order Price Limit and if the Order exceeds this limit, it will be rejected and the Participant will be notified. The price differential will be calculated as follows:

$$(\text{Order price entered}) - (\text{Instrument Reference Price}) = |\text{Price Differential}|$$

The "Instrument Reference Price" is an estimated current price for the relevant Swap, based on either current trading data for that instrument on the SEF and elsewhere, or, in the absence of current trading data for the relevant Swap, implied from current trading data for other instruments.

- (2) *Price Tick Deviation*. If the price for any Order entered into the Order Book is greater than (i) the top contra-Order price or, if no contra-Orders exist in the Order Book, the Instrument Reference Price, plus (ii) the specified number of tick increments in the Maximum Price Tick Deviation parameter for the Swap, the Order will be rejected. The Maximum Price Tick Deviation parameter for each Swap is determined by the SEF from time to time in its sole discretion.
- (3) *Restriction Against Self-Trading*. The Order Book system is configured to prohibit the matching of Orders placed by Authorized Traders of the same Participant.
- (e) *Implied Orders*. The SEF offers limited implied order functionality. Under this functionality, individual separate Orders, which in aggregate would form the legs of a liquid spread trade, are displayed in the Order Book both as individual outright trades and in aggregate as a spread trade. This functionality is only made available for tenors at which spread trades are customarily transacted as determined by the SEF from time to time and displayed on the Order Book.
- (f) *Order Entry*.
 - (1) Orders, including Orders for Required Cross Transactions and Permitted Cross Transactions, may be entered into the Order Book for execution either (i) directly by any Participant that has established direct connectivity to the SEF's Order Management System, or (ii) by an Execution Specialist acting on the instruction of a Participant. Order information may be communicated by Participants to Execution Specialists via telephone and/or via electronic modes of communication such as email and instant message.
 - (2) Certain Participants that have elected not to establish direct connectivity to the OMS have executed a "tpSEF Inc. Terms of Use and SEF Order Book Waiver" (the

“Order Book Waiver”) in lieu of the “tpSEF Inc. Terms of Use.” During the effectiveness of its “Order Book Waiver,” a Participant must access the Order Book via an Execution Specialist both for Transactions that must be executed on Order Book pursuant to Rule 4003.A. and for Transactions voluntarily executed on the Order Book. Any such Participant may elect to establish direct connectivity to the OMS at any time by executing the “tpSEF Inc. Terms of Use” and terminating its “Order Book Waiver.” For the avoidance of doubt, all Participants, including those that have signed the “Order Book Waiver,” are required to comply with the requirements of Rule 4003.A. relating to the execution of Required Transactions.

- (3) An Order placed on the Order Book may be cancelled provided such Order has not been executed. The price or size of an Order placed on the SEF that has not fully traded may be revised. If the size is reduced, the time priority originally assigned to the Order does not change. Revising the price or increasing the size will reset the Order’s time priority in the queue to the time the SEF receives the revision. Order cancellations or revisions may be communicated by Participants to Execution Specialists via telephone and/or via electronic modes of communication such as email and instant message.
 - (4) When an Authorized Trader logs off and any relevant time-out has expired, (i) all Orders on the Order Book submitted by that Authorized Trader may be terminated or may remain live, depending on the manner in which the Authorized Trader has configured his or her account and (ii) where the Authorized Trader has entered the Order on behalf of a Customer, all such Customer Orders will be terminated. If for any reason the connection to the SEF is lost and not-re-established within any relevant time-out period, all Orders entered from that location on the SEF are deactivated.
- (g) Order Book Display and Interaction.
- (1) Once an Order is entered into the Order Book, the Order is displayed simultaneously to all Participants that have established direct connectivity to the OMS and may be transacted on as described in Rule 4003.B.(h) below.
 - (2) All Orders will be displayed on an anonymous basis and each Order Book platform will show, in real-time, the best price and the depth per product.
 - (3) For Participants that have direct connectivity to the OMS, each Order Book platform displays all executions to all Participants, and for each individual Participant, its Order and execution history for the trading day.
 - (4) The SEF’s Order Book supports the following Order interactions on any active Order, which may be taken only by the Participant who submitted the Order or by an Execution Specialist acting on the Participant’s instructions:
 - (i) Amend, and

- (ii) Cancel. (If a partially executed Order is cancelled, only the balance of the Order is cancelled.)
- (5) Information regarding Orders on the Order Book will be provided upon request to any Participant by an Execution Specialist via telephone and/or via electronic modes of communication such as email and instant message.
- (h) Matching of Orders on the Order Book.

Orders may be either matched automatically or manually hit or lifted as described in this Rule 4003.B.(h). In each case, Orders will be executed using price and time priority.

- (1) Ability to Trade. In the case of either Manual Matching or Automatic Matching as described in this Rule 4003.B.(h):
 - (i) An Order for a Cleared Swap may only be hit or lifted by, or matched with a contra-Order for, a Participant (or a Participant's Customer or Client) that is, or whose Clearing Firm is, a Clearing Member at the DCO at which the Swap is to be cleared, and
 - (ii) An Order for an Uncleared Swap may only be hit or lifted by, or matched with a contra-Order for, a Participant (or a Client or Customer of a Participant) that has swap trading relationship documentation in place with the relevant counterparty and only to the extent that each counterparty has available credit line, both as described in Rule 4013.B.
- (2) Manual Matching. Subject to the requirements of Rule 4003.B.(h)(1) above, a Participant may manually hit or lift, in whole or in part, any resting Order within the Order Book that is (i) at the best price(s) within the market for the relevant product, and (ii) if there are multiple Orders at the same price(s), entered first in the Order Book.
- (3) Automatic Matching. Subject to the requirements of Rule 4003.B.(h)(1) above and depending on Order type (as described in Rule 4003.B.(c)) and the Orders resting on the Order Book, Orders entered into the Order Book will be automatically (i) matched (fully or partially) to one or more Orders within the Order Book based on price and time priority or (ii) cancelled. Certain Order Book platforms do not support Automatic Matching.

Rule 4003.C. Trade at Settlement Cross Transactions

- (a) A Participant may submit to the SEF for execution a Cross Transaction for which the fixed rate will be the ICE Swap Rate for the "USD Rates 1100" benchmark run and for the relevant tenor published by ICE Benchmark Administration Limited at 11:15 a.m. New York time on the date of the Participant's submission (each such Cross Transaction, a "TAS Cross Transaction"). TAS Cross Transactions may be submitted to the SEF between 7 a.m. New York time and 10:59 a.m. New York time on each day the SEF is open for business.

- (b) Each TAS Cross Transaction submitted to the SEF will be held in abeyance by the SEF, and will not be deemed executed, until the relevant ICE Swap Rate has been announced and, in the case of any TAS Cross Transaction that is a Required Cross Transaction, the time delay requirement set forth in Rule 4011 has been applied as described in Rule 4003.C.(c) below.
- (c) For any TAS Cross Transaction that is a Required Cross Transaction, the time delay requirement described in Rule 4011 will be applied immediately following the announcement of the relevant ICE Swap Rate.
- (d) Once a TAS Cross Transaction has been executed: (i) the SEF will generate and send a Confirmation to each counterparty in accordance with Rule 4012; (ii) the Transaction will be reported by the SEF to an Approved SDR in accordance with Rule 8005; and (iii) if it is a Cleared Swap, the Transaction will be routed by the SEF to the relevant DCO in accordance with Rule 4013.A.

Rule 4003.D. Voice Request for Quote Systems

- (a) Any Request for Quote transmitted pursuant to this Rule 4003.D is not an Order.
- (b) Participants may initiate either a Non-Directed Voice RFQ or a Directed Voice RFQ by contacting an Execution Specialist. If the Participant does not specify that it wishes the RFQ to go to less than all Participants, the Execution Specialist shall direct the RFQ to all Participants.
 - (1) Non-Directed Voice RFQ.
 - (i) The Execution Specialist will transmit the RFQ to all other Participants, and all other Participants may respond.
 - (ii) ~~Prior to execution the Execution Specialist will disclose the identities of Participants who transmit or respond to~~The identity of a Non-Directed Voice RFQ requester shall be disclosed to the Recipients upon transmittal of any Non-Directed Voice RFQ and the identities of the Recipients that provide responses shall be disclosed to the RFQ requestor at the time of such responses.
 - (2) Directed Voice RFQ.
 - (i) The Execution Specialist will transmit the RFQ to no less than three (3) Recipients, to which all such Recipients may respond.
 - (ii) A Participant that requests an Execution Specialist to send an RFQ to fewer than all Participants may not request that an Execution Specialist send any RFQ to another Participant that is affiliated with or controlled by the RFQ requester or to two more Participants that are affiliated with or controlled by each other. An Execution Specialist that sends an RFQ to fewer than all Participants, after consideration of reasonably available information, may

not knowingly send an RFQ on behalf of the requesting Participant to another Participant that is affiliated with or controlled by the RFQ requester, or to two or more Participants that are affiliated with or controlled by each other. For purposes of this Rule 4003.D(b), “control” includes but is not limited to the grant of trading discretion by one Participant to another.

- (iii) The identity of a Directed Voice RFQ requester shall be disclosed to the Recipients upon transmittal of any Directed Voice RFQ and the identities of the Recipients that provide responses shall be disclosed to the RFQ requestor at the time of such responses.
 - (iv) A Participant may elect to not receive Directed Voice RFQs upon written notice to the SEF.
- (3) With respect to both Non-Directed Voice RFQs and Directed Voice RFQs:
- (i) A RFQ transmitted to Participants must not be in the form of an Order.
 - (ii) Together with the first response from any Recipient, the Execution Specialist will communicate to the requesting Participant any firm resting Order for the Swap indicated in the RFQ that is posted in the Order Book together with any responses to the RFQ from the Recipients. Execution of trades through the Order Book will be in accordance with Rule 4003.B.
 - (iii) Responses to RFQs must be in the form of an Order. The RFQ requestor may accept such RFQ response by submitting a corresponding Order.
 - (iv) An Execution Specialist will act in accordance with a Participant’s instructions, the Rules and Applicable Law.
- (4) Managed Orders. With respect to Non-Directed Voice RFQs only:
- (i) Unless otherwise instructed by a Recipient, an unfilled Order provided in response to an RFQ shall be entered into the Order Book by an Execution Specialist on behalf of a Participant (“Managed Orders”).
 - (ii) Execution Specialists shall cancel a Managed Order if:
 - A. The Participant instructs the Execution Specialist to cancel the Managed Order;
 - B. The Participant is filled in the same instrument in an RFQ and the Managed Order is filled prior to the Execution Specialist cancelling the order; or
 - C. Time has passed and market conditions have changed sufficiently since the entry of the Managed Order such that the Managed Order

should be cancelled. The following conditions must be met before a Managed Order is cancelled in the Order Book:

1. The Managed Order must be exposed to the Order Book for at least 15 seconds; and
 2. A material change in the equilibrium price of the particular instrument has occurred as identified by any of the following:
 - i. New Orders, initiations of Non-Directed Voice RFQs, or responses to Non-Directed Voice RFQs indicating one or more Participants are willing to trade at a worse price; or
 - ii. The instrument's mid-rate has moved through the Managed Order's price; or
 - iii. A material economic market event has occurred, including, but not limited to, U.S. Department of Labor's Bureau of Labor Statistics Economic News Releases, Federal Reserve announcements, or natural or man-made disasters.
- (iii) Failure of an Execution Specialist to cancel a Managed Order pursuant to Rule 4003.D(b)(4)(ii) prior to it being filled in whole or in part shall be considered an error of the SEF that may be cancelled pursuant to Rule 5103.A.

Rule 4004 Permitted Cross Transactions

- (a) Permitted Cross Transactions may either be:
- (1) Executed through the SEF's Order Book as described in Rule 4003.B., or
 - (2) Submitted to the SEF for execution away from the SEF's Order Book either (i) to an Execution Specialist, or (ii) for FX options, non-deliverable forwards and Transactions in the Rates asset class, directly by Participants that have established direct connectivity to the SEF.
- (b) Permitted Cross Transactions that are submitted to an Execution Specialist for execution away from the Order Book may be executed through either (1) the SEF's Deal Management System, or (2) if available, the OMS using Off-Book Ticket Functionality. A Participant submitting a Permitted Cross Transaction to an Execution Specialist must provide the information required by Rule 8001. Permitted Cross Transactions may be communicated to an Execution Specialist via telephone and/or via electronic modes of communication such as email and instant message.

- (c) Permitted Cross Transactions submitted directly to the SEF for execution away from the Order Book by Participants that have established direct SEF connectivity will be executed as follows:
- (1) Through the OMS using Off-Book Ticket Functionality for Permitted Cross Transactions in the Rates asset class and non-deliverable forwards, and
 - (2) Through the SEF's Deal Management System for FX options.

Rule 4005 Mishandling of Customer Orders

Any Participant that mishandles any Customer Order is responsible for all remedial actions with respect to such Order.

Rule 4006 Trading Halts

The SEF, in its sole discretion, may declare a trading halt at any time.

Rule 4007 Termination of the SEF Connection

The SEF shall have the right to summarily terminate the direct, electronic connection of any Participant to the SEF. Additionally, the SEF shall have the right to direct a Participant to immediately terminate the direct, electronic access to the SEF of any Sponsored Participant. Any such termination shall be impartially enforced and shall be invoked only for technical reasons. Any affected Participant or Sponsored Participant shall continue to have access to the SEF by means of an Execution Specialist, unless such access is denied in accordance with the procedures set forth in Rule 3103 or elsewhere in the SEF Rules.

Rule 4008 Risk Controls

- (a) The SEF may, in its sole discretion, to protect other Participants and the integrity of the SEF, reject any Order or Transaction placed or reported on the SEF.
- (b) The SEF shall have the right to take any action to prevent or reduce the potential of market disruption, including, but not limited to, market restrictions that pause or halt trading, if such action is in the best interest of the swap markets and/or the SEF.

Rule 4009 Priority of Customers' Orders

No Participant that is an Introducing Broker shall enter an Order into the SEF for its own account, an account in which it has a direct or indirect financial interest or an account over which it has discretionary trading authority, including, without limitation, an Order allowing discretion as to time and price, when such Introducing Broker is in possession of any Order in the same Swap for its Customer that the SEF is capable of accepting.

Rule 4010 Trading Against Customers' Orders Prohibited; Withholding Orders Prohibited

- (a) No Participant in possession of a Customer's Order shall knowingly take, directly or indirectly, the opposite side of such Order for its own account, an account in which it has a direct or indirect financial interest or an account over which it has discretionary trading authority.
- (b) The foregoing restriction shall not apply to the following:
 - (1) Block Trades, and
 - (2) Transactions where the Customer has granted prior consent and such consent is permitted under Applicable Law.
- (c) Except as otherwise explicitly permitted under this Rule 4010(c) and Rule 5203(b), no Person shall (i) disclose another Person's Order to buy or sell except to a designated SEF Official or the CFTC, (ii) solicit or induce another Person to disclose Order information or (iii) take action or direct another to take action based on non-public Order information, however acquired. The mere statement of opinions or indications of the price at which a market may open or resume trading does not constitute a violation of this Rule. Nothing contained in this Rule 4010(c) shall prevent a Person from disclosing information as may be required by legal process (including subpoena or demand for productions) or to such Person's agents or advisors (including, but not limited to, accountants and auditors and legal counsel).
- (d) Any Participant entering Orders on the SEF for its Customer or Client shall not withhold or withdraw from the market any Order, or any part of an Order, for the benefit of any Person other than such Customer or Client.
- (e) A Participant must immediately enter into the SEF all Orders received from its Customers that are executable immediately. If a Participant cannot immediately enter into the SEF an Order received from its Customer, the Participant must enter the Order into the SEF as soon as practicable, and must immediately create an electronic record as provided in Rule 8002.

Rule 4011 Time Delay Requirement for Required Cross Transactions

- (a) With respect to Required Cross Transactions, the following conditions must be satisfied:
 - (1) in the case of an execution by a Participant as principal/dealer against a customer Order, the Customer Order shall be entered into the Order Book as a firm quote and exposed to the market for at least 15 seconds before the Participant's Order may be entered, and
 - (2) in the case of an execution by a Participant acting as broker of two customers' Orders against each other, one side of the potential Transaction (the "Displayed Order") shall be entered into the Order Book as a firm quote and exposed to the

market for at least 15 seconds before the second side of the potential Transaction (the “Waiting Order”) may be entered.

- (b) With respect to a Required Cross Transaction subject to Rule 4011(a)(2) above, any Participant, Sponsored Participant, Customer or Client whose Order is the Waiting Order shall not, directly or indirectly, execute against the Displayed Order prior to the time that entry of the Waiting Order is permitted under Rule 4011(a)(2) above.

Rule 4012 Confirmations and USIs

- (a) The SEF will generate and send a Confirmation to each counterparty to a Transaction (which, in the case of a Prime Broker Transaction, will be the relevant Prime Broker) at the time of execution of such Transaction; provided that where a counterparty to a Transaction is a Customer, the Confirmation may be provided to the Customer’s Introducing Broker in accordance with Rule 4012(f); and provided further that where a Prime Broker Client executes a Prime Broker Transaction, a copy of the Confirmation shall be sent to the Prime Broker Client. Upon receipt of a Confirmation, such counterparty, Introducing Broker or Prime Broker Client (as applicable) shall, as soon as practicable, review the contents of such Confirmation and promptly report any errors or omissions to the SEF.
- (b) The Confirmation (including, with respect to Uncleared Swaps, the Terms Incorporated by Reference as defined in Rule 4012(d)(1)) shall legally supersede any previous agreement and shall constitute a confirmation as defined in CFTC Regulation 45.1. The Confirmation shall contain, among other things:
 - (1) the USI for the Transaction; and
 - (2) the identity of the Swap Data Repository to which the Transaction is being reported.
- (c) With respect to certain products, Transactions and counterparties, a Confirmation may be provided on the SEF’s behalf by MarkitSERV’s Organized Trading Venue (OTV) Confirmation Service or other similar confirmation service. Subject to Rule 4012(d), regardless of the means of delivery, pursuant to these rules, each Participant, Sponsored Participant, Customer and Client agrees that the Confirmation represents legally binding documentation memorializing the agreement of the parties to all the terms of the Transaction.
- (d) Confirmations for Uncleared Swaps.
 - (1) With respect to any Uncleared Swap, the economic terms specific to the Transaction shall be reflected in a written communication (the “Trade Communication”) sent by the SEF to each counterparty, Introducing Broker or Prime Broker Client in accordance with Rule 4012(a). The Trade Communication, together with the documents and agreements (including, without limitation, ISDA master agreements, other master agreements, terms supplements, master confirmation agreements and incorporated industry definitions) governing such Transaction (the “Terms Incorporated by Reference”) shall, taken together, for

purposes of CFTC Regulation 37.6(b) comprise all of the terms of such Transaction and serve as a Confirmation of such Transaction. The provisions of this Rule 4012(d) relating to Terms Incorporated by Reference rely on relief granted by the CFTC's Division of Market Oversight in No-Action Letter 17-17, which expires on the effective date of any changes to the relevant CFTC Regulations.

- (2) In satisfaction of the obligations imposed on the SEF under CFTC Regulation 37.6(b), each Trade Communication (and thus each Confirmation) is deemed to incorporate the Terms Incorporated by Reference. All Confirmations for Uncleared Swaps that are generated and issued directly by the SEF shall state that they incorporate by reference any previously-negotiated freestanding agreement of the counterparties governing such Transaction.
 - (3) In the event of any conflict or inconsistency between (i) the Trade Communication and (ii) the Terms Incorporated by Reference, the Trade Communication shall prevail to the extent of any such conflict or inconsistency, and each Trade Communication will state the same.
 - (4) For each Uncleared Swap executed on or pursuant to the SEF Rules, each previously-negotiated freestanding agreement of the counterparties included in the Terms Incorporated by Reference must be available to the SEF and/or the CFTC staff upon request within a reasonable period of time. Any such agreements provided to the SEF in connection with a CFTC request will be furnished to the CFTC as soon as they are available.
- (e) The USI referred to in 4012(a) above shall be created by the SEF and transmitted to each counterparty as soon as technologically practicable in accordance with CFTC Rule 45.5(a)(2).
 - (f) By executing a Transaction on the SEF through an Introducing Broker, each Customer is deemed to authorize the SEF to send Confirmations of such Transactions to the applicable Introducing Broker and to authorize such Introducing Broker to accept such Confirmations on behalf of such Customer.
 - (g) By providing a Prime Broker Acknowledgement Letter to the SEF, each Prime Broker is deemed to authorize the SEF to send Confirmations of Prime Broker Transactions to the applicable Prime Broker Client and, in the case of a Prime Broker Transaction transacted through an Introducing Broker, to the applicable Introducing Broker, subject to Rule 4105(b).

Rule 4013.A. Cleared Swaps

- (a) Each Cleared Swap shall be cleared through the DCO indicated in the Swap Specification or agreed by the parties in accordance with the Applicable Law, provided that the DCO must be one of those recognized by the SEF. The DCOs currently recognized by the SEF are:
 - (1) ASX Clear (Futures) Pty Limited

- (2) Chicago Mercantile Exchange, Inc.
- (3) Eurex Clearing AG
- (4) ICE Clear Credit LLC
- (5) Japan Securities Clearing Corporation
- (6) LCH.Clearnet LLC
- (7) LCH.Clearnet Limited

The SEF may recognize additional DCOs either through amendment of this Rule 4013.A. or by issuance of a Notice to Participants.

- (b) For each Cleared Swap a Participant expects to enter into via the SEF or subject to the SEF Rules (whether for itself or for a Client, Customer or Sponsored Participant), the Participant or a Participant's Client, Customer or Sponsored Participant, as applicable, must establish a clearing account with the relevant DCO or with a Clearing Firm that is a Clearing Member of such DCO.
- (c) The SEF shall route each Cleared Swap executed on the SEF (and accepted for clearing by a Clearing Firm if the relevant party to the Transaction is Non-Self-Clearing) to the relevant DCO as soon as technologically practicable after execution, and in no event later than ten (10) minutes after execution. The SEF may do so either by submitting the Cleared Swap directly to the DCO or by routing the Cleared Swap through an Affirmation Hub or other middleware provider. A Transaction will be deemed to have been accepted for, or rejected from, clearing upon receipt of appropriate notice, in accordance with Applicable Law, from the DCO or from a third party acting on behalf of the DCO as authorized by the DCO for such purpose. The acceptance of a Transaction for clearing shall not relieve any Participant, Client or Customer of the duty to act in good faith and with reasonable care and diligence.
- (d) If a Transaction in a Cleared Swap (including a Transaction that is a component leg of a Package Transaction) is rejected by the DCO or a third party acting on behalf of the DCO, such Transaction is void ab initio and shall be cancelled by the SEF. Trades that are rejected from clearing may not be held in a suspended state and then re-submitted.
- (e) Rejected Transactions in Cleared Swaps.
 - (1) If the SEF determines pursuant to the procedures set forth in Rule 5103.C. that a Transaction in a Cleared Swap (including a Transaction that is a component leg of a Package Transaction) is rejected from clearing (i) because of a clerical or operational error or omission made by the SEF or by one of the counterparties to the Transaction or its agent, or (ii) in the case of a component leg of a Package Transaction, due to the sequencing of the submission of the component legs of the Package Transaction, a new trade, with terms and conditions that match the terms and conditions of the original trade, other than any such error or omission and time of execution, may be executed on the SEF and submitted for clearing without

having been executed pursuant to the methods set forth in CFTC Regulations 37.9(a)(2) or 38.500.

- (2) If the SEF identifies and determines how to correct the error or omission, it may execute the new trade without obtaining the consent of the counterparties.
 - (3) If the SEF is unable to determine how to correct the error or omission, the SEF, at its election, may either (x) seek guidance from the counterparties (and, if applicable, their agents and/or Clearing Firms) with respect to how to correct the error after which the SEF may then correct the error with the consent of both counterparties, or (y) elect not to fix the Transaction, in which case the Transaction will be treated as void *ab initio* and shall be cancelled by the SEF.
 - (4) Execution of a new trade pursuant to this Rule 4013.A.(e) must comply with the requirements specified in Rule 4017 and must occur as quickly as technologically practicable after receipt of notice of the rejection by the DCO, but, in any event, no later than sixty (60) minutes from issuance of such notice. If the resubmitted Transaction is rejected, such Transaction will be void *ab initio* and shall be cancelled by the SEF. The counterparties may not resubmit a new Transaction a second time.
 - (5) The procedure set forth in this Rule 4013.A.(e) is not available with respect to Transactions that are rejected from clearing for credit reasons.
 - (6) This Rule 4013.A.(e) relies on relief granted by the CFTC's Divisions of Market Oversight and Clearing and Risk in No-Action Letter 17-27, which expires on the effective date of revised CFTC Regulations that address clerical or operational errors.
- (f) Erroneously Cleared Transactions.
- (1) If it is determined pursuant to the procedures set forth in Rule 5103.C. that a Transaction in a Cleared Swap (including a Transaction that is a component leg of a Package Transaction) was incorrectly executed or cleared as the result of a clerical or operational error or omission, the SEF may permit the original counterparties to the Transaction to enter into a prearranged Transaction on the SEF that offsets the Transaction carried on the DCO's books (an "Offsetting Transaction"), without the Offsetting Transaction having to be executed pursuant to the methods required in CFTC Regulations 37.9(a)(2) and 38.500. The SEF may also permit the original counterparties (or, if the wrong legal entity was assigned as a counterparty to the original Transaction, the intended counterparties) to enter into a prearranged Transaction on the SEF that corrects the errors in the original Transaction ("Correcting Transaction"), without the Correcting Transaction having to be executed pursuant to the methods required in CFTC Regulations 37.9(a)(2) and 38.500.

- (2) If the SEF identifies and determines how to correct the error or omission, it may execute the Offsetting Transaction and the corresponding Correcting Transaction without obtaining the consent of the counterparties.
 - (3) If the SEF is unable to determine how to correct the error or omission, the SEF may either (x) seek guidance from the counterparties to the Transaction and, if applicable, their agents and/or Clearing Firms, after which the SEF may then correct the error by executing an Offsetting Transaction and corresponding Correcting Transaction with the consent of both counterparties, or (y) elect not to correct the error, in which case the original Transaction shall stand as executed.
 - (4) Offsetting Transactions and Correcting Transactions executed pursuant to this Rule 4013.A.(f) must comply with the requirements specified in Rule 4017 and must be executed and cleared no later than three (3) days after the original, erroneous Transaction was executed.
 - (5) The procedure set forth in this Rule 4013.A.(f) is available only with respect to clerical or operational errors or omissions made by the SEF, a counterparty to a Transaction or an agent of a counterparty to a Transaction.
 - (6) This Rule 4013.A.(f) relies on relief granted by the CFTC's Divisions of Market Oversight and Clearing and Risk in No-Action Letter 17-27, which expires on the effective date of revised CFTC Regulations that address clerical or operational errors.
- (g) The SEF shall have the right to (i) suspend Trading Privileges of the Participant(s) or Sponsored Participant(s) that executed one or more rejected Transactions or prohibit further trading on behalf of the Client(s) or Customer(s) on whose behalf any rejected Transaction(s) were executed, or (ii) take any other action permitted by the SEF Rules. The liability for any losses arising out of or in connection with a rejected Transaction will be determined by the parties to the Transaction. For the avoidance of doubt, the SEF will have no liability for any such losses.
 - (h) It shall not be a condition for access to the SEF that any Participant be subject to a breakage agreement. This includes breakage agreements in respect of Package Transactions.
 - (i) Each Person that is registered, or required to be registered, with the CFTC as a Swap Dealer or Major Swap Participant is responsible for compliance with the mandatory trading requirement under Section 2(h)(8) of the CEA when such Person enters into, or facilitates entry into, a Swap that is subject to the Clearing Requirement.
 - (j) The clearing services provided by a DCO in respect of a Cleared Swap will be governed by the rules, policies and procedures of that DCO. In addition, with respect to any DCO that has been granted an exemption from registration as such, the clearing services provided by such DCO must comply with any terms and conditions imposed on that DCO by the CFTC in connection with the DCO's exemption from registration.
 - (k) Procedures for Cleared Swaps Routed Through an Affirmation Hub.

- (1) Each Cleared Swap that is routed to the relevant DCO through an Affirmation Hub shall be routed in accordance with the following procedures:
 - (i) (x) All Cleared Swaps resulting from Risk Mitigation Sessions, and (y) all Cleared Swaps that (A) are executed directly on the Order Book without the assistance of an Execution Specialist and (B) do not involve intermediation by an Introducing Broker, shall be automatically submitted by the Affirmation Hub to the relevant DCO as soon as technologically practicable after receipt from the SEF, without Participants or Customers being provided the opportunity to Affirm; and
 - (ii) All other Cleared Swaps must be Affirmed by Participants or Customers, as applicable, as soon as technologically practicable after execution so that each such Cleared Swap is routed to and received by the applicable DCO no later than ten (10) minutes after execution.
- (2) Failure by a Participant or Customer to Affirm a Cleared Swap routed through an Affirmation Hub within the time frame required by Rule 4013.A.(k)(1)(ii) shall be considered a violation of the SEF Rules; *provided that*:
 - (i) Such failure shall be a violation of the SEF Rules only by the Participant(s) or Customer(s), as applicable, that failed to Affirm the Cleared Swap in accordance with Rule 4013.A.(k)(1)(ii); and
 - (ii) No such failure shall be a violation of the SEF Rules where the failure, as determined in the SEF's discretion, was substantially the result of any errors or delays caused by the SEF, any Execution Specialist, the Affirmation Hub or any event (such as loss of internet connectivity, power or other force majeure) beyond the reasonable control of the Participant or Customer.
- (3) The Market Regulation Department shall, on a monthly basis, review the previous month's Affirmations by Participants and Customers for compliance with this Rule 4013.A.(k). Notwithstanding such regular monthly reviews, the SEF may at any time conduct investigations of possible violations of Rule 4013.A.(k)(1)(ii) in accordance with the procedures set forth in Rule 6001. The SEF, through its Market Regulation Department, shall review each possible violation of Rule 4013.A.(k)(1)(ii) in light of all the facts and circumstances, including whether any errors or delays were caused by the SEF, any Execution Specialist, the Affirmation Hub or any event (such as loss of internet connectivity, power or other force majeure) beyond the reasonable control of the Participant or Customer.
- (4) Unless the Market Regulation Department, the Regulatory Oversight Committee or the Chief Compliance Officer determines otherwise in accordance with the provisions of Chapter 6 of the SEF Rules, upon the first violation of Rule 4013.A.(k)(1)(ii) in any rolling 12-month period a warning letter will be issued in accordance with Rule 6017, upon the second or third violation a summary fine will be imposed in accordance with Rule 6016 and upon the fourth (or higher) violation,

the matter will be referred to a Disciplinary Panel for formal disciplinary proceedings.

Rule 4013.B. Uncleared Swaps

A Participant may enter into an Uncleared Swap for its own account only with a counterparty with which such Participant has swap trading relationship documentation that meets the requirements of Applicable Law. A Participant may enter into an Uncleared Swap on behalf of a Customer or Client only if such Customer (or, where the Customer is a Prime Broker Client, the related Prime Broker) or Client has swap trading relationship documentation with the relevant counterparty that meets the requirements of Applicable Law. A Participant acting as a Prime Broker Client may enter into an Uncleared Swap in the name of and on behalf of a Prime Broker only with a counterparty with which such Prime Broker has swap trading relationship documentation that meets the requirements of Applicable Law. The Participant and/or Customer or Client or Participant's Prime Broker shall provide any information requested by the SEF in the processing and settlement of such Uncleared Swaps. In addition, a Participant, for itself or on behalf of its Customer or Client may, from time to time, input onto the SEF's systems, either itself, or by instructing an Execution Specialist, the credit line for any or all parties with which it, or such Customer or Client, has such swap trading relationship documentation.

Rule 4014 Information Regarding Orders and Dissemination of Trade Data

The SEF may make information regarding Orders (including prices and amounts), Transactions and any other matters it may deem appropriate available to Participants and other Persons at such times and in such manner (whether through the SEF, a ticker, financial information services or otherwise) as it may consider necessary from time to time. In accordance with Rule 5702, each Participant or other Person receiving any such information through the SEF may redistribute such information only to such extent and in such manner as may be permitted by the SEF from time to time.

Participants are hereby notified that the SEF discloses swap transaction and pricing data for publicly reportable swap transactions executed on the Order Book prior to the public dissemination of such data by the relevant Swap Data Repository. This data is available to all Participants that have elected to obtain a connection to the Order Book and is disclosed to such Participants contemporaneously with the transmission of the data to the applicable Swap Data Repository for public dissemination.

Rule 4015 Enforceability

- (a) A Transaction entered into on or pursuant to the SEF Rules shall not be void, voidable, subject to rescission or otherwise invalidated or rendered unenforceable as a result of:
 - (1) a violation by the SEF of the provisions of Section 5h of the CEA or Part 37 of the CFTC Regulations;
 - (2) any CFTC proceeding to alter or supplement a rule, term or condition under Section 8a(7) of the CEA or to declare an emergency under Section 8a(9) of the CEA; or

- (3) any other proceeding the effect of which is to alter, supplement or otherwise require the SEF to adopt a specific term or condition, trading rule or procedure or to take or refrain from taking a specific action.
- (b) Without limiting the generality of the foregoing, failure of the SEF to broadcast any message in respect of a Transaction made on the SEF shall not invalidate any Transaction recorded by the SEF.

Rule 4016 Block Trades

The following shall govern all Block Trades in Swaps:

- (a) All Block Trades, unless otherwise exempted by a SEF Rule, must comply with the recordkeeping requirements set forth in Rule 8003.
- (b) Block Trades that occur away from a trading system or platform of the SEF must be submitted to the SEF in a manner prescribed from time to time by the SEF. Each such submission must include all of the data required by Parts 43 and 45 of the CFTC Regulations, including without limitation (i) a notification to the SEF of the parties' election to have the Transaction treated as a Block Trade, and (ii) the actual notional or principal amount of the Transaction. The parties entering into a Block Trade must agree upon which party shall be responsible for reporting all terms of the Transaction to the SEF (which party may be an Introducing Broker), and such designated party must report the Block Trade to the SEF as soon as technologically practicable after execution, but no later than ten (10) minutes after execution. Only Block Trades that are not Cleared Swaps are permitted to occur away from a trading system or platform of the SEF.
- (c) Upon receipt of the submission of a Block Trade as required by Rule 4016(b), the SEF will review the submission, and will report the Transaction as required by Parts 43 and 45 of the CFTC Regulations as soon as technologically practicable after execution. Such report to the SDR will include among other things the actual notional or principal amount of the Transaction and a notification to the Swap Data Repository of the parties' election to have the Transaction treated as a block trade.
- (d) Swap components of Package Transactions may be executed as Block Trades, provided that each such swap component is for a quantity that is equal to or in excess the Appropriate Minimum Block Size.
- (e) A Participant transacting a Block Trade on behalf of a Client or Customer must receive prior written instruction or consent from the Client or Customer to do so.
- (f) Except as may be permitted by CFTC Regulation 43.6(h)(6), the aggregation of Orders across multiple Customers or Clients in order to meet the Appropriate Minimum Block Size is prohibited.
- (g) Each party to a Block Trade shall comply with all applicable SEF Rules and, without limiting the generality of the foregoing, each such party shall be an ECP.

- (h) Any Block Trade in violation of these requirements may constitute conduct which is inconsistent with just and equitable principles of trade.
- (i) Upon request by the SEF, each party to a Block Trade shall produce satisfactory evidence that the Block Trade meets the requirements set forth in the SEF Rules.
- (j) Cleared Block Trades must be executed on a non-Order Book trading system or platform of the SEF. Each Order underlying such a Cleared Block Trade must comply with the requirements for Order information set forth in Rule 8001 and shall include a notification to the SEF of the party's election to have the resultant publicly reportable swap transaction treated as a Block Trade. In addition, all such Cleared Block Trades must comply with the pre-execution credit check requirements set forth in Rule 4017 and all other applicable SEF Rules and CFTC Regulations. For the avoidance of doubt, all Block Trades in Cleared Swaps must be executed on a non-Order Book trading system or platform of the SEF in accordance with this Rule 4016(j) in order to facilitate compliance with Rule 4017. This Rule 4016(j) relies on relief granted by the CFTC's Division of Market Oversight in No-Action Letter 17-60, which expires at the earlier of (i) 11:59 p.m. (Eastern Time) on November 15, 2020, and (ii) the effective date of any CFTC action with respect to the issues discussed therein. If such no-action relief is extended, upon and to the extent of such extension, the provisions of this Rule 4016(j) will continue apply.

Rule 4017 Pre-Execution Credit Checks

- (a) At the time of submitting an Order for any Cleared Swap (including any Cleared Swap that is a leg of a Package Transaction) or any Cleared Block Trade, a Participant (whether for itself or for a Customer or Client) must designate a Clearing Member with regard to the Transaction, which may be either the relevant party to the Transaction if such party is Self-Clearing or a designated Clearing Firm if the relevant party to the Transaction is Non-Self-Clearing.
- (b) Prior to the execution of any Order for a Cleared Swap (including any Cleared Swap that is a leg of a Package Transaction) or any Cleared Block Trade for which the relevant party is Non-Self-Clearing, the SEF will facilitate pre-execution credit screening by or on behalf of the designated Clearing Firm. Upon receiving confirmation that the Order or Cleared Block Trade satisfies the Clearing Firm's pre-execution limits with respect to such party, the SEF will accept the Order or Cleared Block Trade for execution. If the SEF does not promptly receive confirmation or receives confirmation that the Order or Cleared Block Trade does not satisfy the Clearing Firm's pre-execution limits with respect to such party, the SEF will cancel the Order or Cleared Block Trade.
- (c) Any party that is Self-Clearing with respect to a Transaction is deemed to represent, by submitting an Order for its proprietary account or, in the case of a Customer, causing its Introducing Broker to do so, that it has completed pre-execution screening of its internal clearing risk limits for proprietary accounts.

Rule 4018 Risk Mitigation Sessions

The SEF may conduct periodic anonymous risk mitigation sessions (“Risk Mitigation Sessions”) in accordance with the tpSEF Risk Mitigation Procedures. Information on upcoming Risk Mitigation Sessions are made available by the SEF on its website. The tpSEF Risk Mitigation Procedures are attached hereto as Appendix C.

Rule 4019 Post-Trade Name Give-Up

- (a) For all Required Transactions, no person shall directly or indirectly, including through a third-party service provider, disclose the identity of a counterparty to a Swap that is ~~executed anonymously~~Executed Anonymously and intended to be cleared.
- (b) For a CFTC Package Transaction that includes a component transaction that is not a Swap intended to be cleared, disclosing the identity of a counterparty shall not violate paragraph (a) of this Rule 4019.

POSITION LIMITS AND POSITION ACCOUNTABILITY LEVELS

Rule 4100 SEF Rules Do Not Limit Emergency Powers

Nothing contained in the SEF Rules relating to position limits shall in any way be construed to limit the ability of the SEF to take an Emergency Action as enumerated in the SEF Rules, and, unless the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available) in taking an Emergency Action shall state otherwise, any such Emergency Action shall be effective with respect to all Participants, Sponsored Participants, Clients and Customers regardless of whether an exemption from the position limits has previously been granted pursuant to these SEF Rules.

Rule 4101 Position Limits

- (a) To reduce the potential threat of market manipulation or congestion, the SEF shall adopt for each of the contracts of the SEF as is necessary and appropriate, position limits for speculators.
- (b) Except as otherwise provided by the SEF Rules, no Person, including a Participant, Sponsored Participant, Client or Customer, may hold or control a position in excess of such position limits, and no Person may maintain a position in excess of such position limits for a Client or Customer if such Person knows, or with reasonable care should know, that such position will cause such Client or Customer to exceed the applicable position limits.
- (c) Position limits shall apply to (i) all positions in accounts for which any Person, by power of attorney or otherwise, directly or indirectly holds positions or controls trading, and (ii) positions held by two or more Persons acting pursuant to an expressed or implied agreement or understanding, as if the positions were held by, or the trading of the positions were done by, a single Person.

- (d) Each Participant required to file any report, statement, form or other information with the CFTC pursuant to CFTC Regulations concerning a position limit on any Transaction or commodity underlying a Transaction must simultaneously file a copy of such report, statement, form or other information with the SEF. Such information shall include, for Participants who are Introducing Brokers, information concerning the Customers for which Transactions are entered into on the SEF.

Rule 4102 Exemptions from Position Limits

Any Person seeking an exemption from the position limits referred to in Rule 4101 must file an application with the SEF in the manner and within the time limits prescribed by the SEF. The SEF shall notify the applicant whether the exemption has been approved and whether the SEF has imposed any limitations or conditions on the exemption. The decision of the SEF shall be final.

Rule 4103 Position Accountability

- (a) To reduce the potential threat of market manipulation or congestion, the SEF shall adopt, as is necessary and appropriate, position accountability levels for speculators for each of the contracts of the SEF. Any Person, including a Participant, Sponsored Participant, Client or Customer, who owns or controls Swaps in excess of the applicable position accountability level shall provide the SEF, at its request, any information regarding the nature of the position, trading strategy or hedging activities, if applicable, and if ordered by the SEF, shall not increase the size of any such position.
- (b) For purposes of this Rule 4103, all positions in accounts for which a Person, by power of attorney or otherwise, directly or indirectly controls trading shall be included with the positions held by such Person. The provisions of this Rule 4103 shall apply to positions held by two or more Persons acting pursuant to an expressed or implied agreement or understanding, as if the positions were held by a single Person.

Rule 4104 Enforcement of Position Limits and Position Accountability Levels

- (a) No Person may for itself or any Customer or Client maintain a combination of Swaps which is, or which when aggregated in accordance with this Rule is, in excess of the limits established pursuant to Rule 4101 (or, to the extent ordered not to increase such positions pursuant to Rule 4103, a position in excess of the relevant level).
- (b) In the event the SEF learns that a Person maintains positions in accounts with more than one (1) Person such that the aggregate position in all such accounts exceeds (i) the position limits established pursuant to Rule 4101 or (ii) to the extent such Person is ordered not to increase such positions pursuant to Rule 4103, the relevant level, the SEF may notify all Persons maintaining or carrying such accounts of the total positions of such accounts. Such notice may also instruct each such Person to reduce the positions in such accounts immediately after receipt of the notice, proportionately or otherwise so that the aggregate positions of such accounts does not exceed the position limits and position accountability levels established pursuant to Rules 4101 and 4103, unless as provided by Rule 4104(c) below, a request for an exemption is made and granted by the SEF pursuant to this Rule 4104. Any Person receiving such notice shall immediately take such steps as may be

necessary to liquidate such number of contracts as shall be determined by the SEF in order to cause the aggregate positions of such accounts to comply with the position limits and position accountability levels established pursuant to Rules 4101 and 4103. Notwithstanding the foregoing, the Persons may reduce the positions of such accounts by a different amounts so long as after all reductions have been accomplished, the positions comply with the position limits and position accountability levels established pursuant to Rules 4101 and 4103.

- (c) In the event a Person exceeds its position limit due to sudden unforeseen increases in its bona fide hedging needs, such Person shall not be considered in violation of the SEF Rules provided that such Person requests a hedge exemption to carry such increased position within five (5) Business Days following the day on which the Person's position limit was exceeded and provided that such exemption is granted by the SEF.
- (d) Subject to the foregoing provisions of this Rule 4104, in the event that a Person's position exceeds the position limits established pursuant to Rule 4101 or ordered by the SEF such Person shall liquidate such amount of Swaps as the SEF shall direct in order to eliminate the excess within such time as the SEF may prescribe and shall report to the SEF when such liquidations have been completed. If a Person fails so to liquidate contracts within the time prescribed by the SEF, then, in addition to any other actions the SEF may take, the SEF may take such steps as it may deem necessary or appropriate to liquidate such contracts on behalf and at the expense of such Person to the extent necessary to eliminate such excess. Without limiting the generality of the foregoing, to the extent applicable, the SEF may request the DCO to effect such liquidation in accordance with rules of the DCO. In addition, the SEF in its discretion may require any Person carrying an account for itself or a Customer or Client to obtain and hold additional original margin in such amount and form and by such time as the SEF shall specify until such excess has been eliminated.

Rule 4105 Prime Broker Transactions

- (a) General.
 - (1) All Prime Broker Transactions shall be executed pursuant to this Rule 4105, in addition to other applicable provisions of the SEF Rules.
 - (2) A Prime Broker and each of its Prime Broker Clients must be a Participant approved by the SEF.
 - (3) Each Prime Broker Client may transmit or respond to RFQs, enter Prime Brokerage Orders, and execute Permitted Cross Transactions on the SEF in the name of and on behalf of the relevant Prime Broker.
- (b) Prime Broker Obligations.
 - (1) *Prime Broker Acknowledgment Letter.* Each Participant that desires to transact Prime Broker Transactions on the SEF as a Prime Broker Client shall cause its Prime Broker to provide to the SEF an acknowledgement letter, in a form and substance satisfactory to, and approved by, the SEF (a "Prime Broker

Acknowledgement Letter”) that the Prime Broker will, subject to the terms of its Prime Broker Acknowledgement Letter, the Prime Broker’s right to cancel a Prime Broker Transaction in accordance with the provisions of Rule 5103.E and other applicable provisions of the SEF Rules, accept and be financially responsible for all Prime Broker Transactions executed in its name by such Participant.

- (2) *Cancellation of Designation of Prime Broker Client.* The designation of a Participant as a Prime Broker Client by a Prime Broker and the Prime Broker’s obligations in respect of that Prime Broker Client shall continue in full force and effect until cancelled or terminated by written notice (a “Cancellation Notice”) to the SEF in accordance with the terms of the relevant Prime Broker’s Prime Broker Acknowledgement Letter. Any such Cancellation Notice shall become effective upon receipt by the SEF. No such termination or cancellation shall in any manner affect the Prime Broker’s obligations and liabilities incurred by the Prime Broker in respect of the relevant Prime Broker Client prior to the effective date and time of the relevant Cancellation Notice.
 - (3) *No Supervisory Responsibilities.* A Prime Broker has no responsibility to supervise any Prime Broker Client or any of such Prime Broker Client’s Supervised Persons.
 - (4) *Prime Broker Cancellation of Prime Broker Transactions.* A Prime Broker shall have the right to cancel a Prime Broker Transaction in accordance with the provisions of Rule 5103.E within two (2) hours of the time that the SEF provides the Prime Broker with a Confirmation of such Transaction in accordance with Rule 4012.
- (c) Prime Broker Client Obligations.
- (1) In advance of transmitting or responding to RFQs or submitting each Prime Brokerage Order and Permitted Cross Transaction to the SEF pursuant to this Rule 4105, each Prime Broker Client shall ensure the Prime Brokerage Order or Permitted Cross Transaction complies with any relevant Prime Broker Limit then in effect.
 - (2) Upon receiving notice (whether from the SEF, its Prime Broker or otherwise) that a Prime Broker has cancelled a Participant’s designation as a Prime Broker Client, such Participant shall cancel any unfilled Prime Brokerage Orders and Permitted Cross Transactions submitted in the name of and on behalf of the relevant Prime Broker and shall not submit any additional Prime Brokerage Orders or Permitted Cross Transactions in the name of and on behalf of that Prime Broker.
- (d) Fees. Fees for Prime Broker Transactions will be charged to the relevant Prime Broker Client, except for Prime Broker Transactions in which the relevant Prime Broker Client transacts through an Introducing Broker, in which case fees for such Transaction will be charged to the Prime Broker Client’s Introducing Broker.

Section 5
CONDUCT OF PARTICIPANTS AND OTHER PERSONS

DUTIES AND OBLIGATIONS

Rule 5000 Duties and Responsibilities of Participants, Sponsored Participants, Customers and Clients

Each Participant and Sponsored Participant shall (and shall cause all of its respective Supervised Persons to) and each Customer and Client shall:

- (a) use the SEF and effect Transactions in a responsible manner and not for any improper purpose;
- (b) use the SEF only to conduct permitted activity as determined by the SEF;
- (c) comply with the SEF Rules and conduct all such activity in a manner consistent with the SEF Rules and Obligations;
- (d) comply with Applicable Law;
- (e) settle all Transactions entered into on or pursuant to the SEF Rules;
- (f) observe high standards of integrity, market conduct, commercial honor, fair dealing and just and equitable principles of trade while conducting or attempting to conduct any activity on or through the SEF or any aspect of any business connected with or concerning the SEF;
- (g) not knowingly mislead or conceal any material fact or matter in any dealings or filings with the SEF or in response to any SEF Proceeding;
- (h) keep any User IDs, account numbers and passwords related to the SEF confidential;
- (i) employ practices to monitor and enforce compliance with risk limits established in conformance with Applicable Law; and
- (j) keep, or cause to be kept, complete and accurate books and records in accordance with Rule 8002.

Rule 5001 Required Disclosures to the SEF

- (a) Each Participant, Sponsored Participant, Customer and Client shall immediately notify the Market Regulation Department in writing at such time as it becomes aware of the occurrence of any of the following events:
 - (1) any damage to, or failure or inadequacy of, the systems, facilities or equipment of such Person to effect Transactions pursuant to the SEF Rules;

- (2) any failure to timely perform such Person's financial obligations under or in connection with Swaps of such Person (or Swaps of any Customer, Client or Sponsored Participant of such Person, as applicable);
- (3) any violation of Applicable Law in connection with such Person's access to, or activities on the SEF, including the requirements of the CFTC and, if applicable, NFA;
- (4) a Material Adverse Change in such Person's financial condition or in the financial condition of an Affiliate of such Person if such change materially impacts such Person's ability to satisfy its obligations under the SEF Rules;
- (5) any refusal of admission of such Person to any other swap execution facility, commodity or securities exchange, DCM, DCO, Self-Regulatory Organization or other business or professional association, or withdrawal by such Person of any application for participation or membership in any swap execution facility, commodity or securities exchange, DCM, DCO, Self-Regulatory Organization or other business or professional association;
- (6) the indictment or conviction of, or any confession of guilt or plea of guilty or *nolo contendere* by such Person (or, if applicable, any of its respective Supervised Persons with access to the SEF) for any felony of any nature or misdemeanor involving, arising from, or related to, the purchase or sale of any Swap or other financial instrument, or involving or arising from moral turpitude, misrepresentation, fraud, deceit, theft, embezzlement, gambling, conversion or abuse of a fiduciary relationship;
- (7) the issuance of a formal order of investigation (or its equivalent), or the commencement, by the issuance or service of a written complaint (or its equivalent), of any judicial, administrative or self-regulatory proceeding, as the case may be, against such Person (or, if applicable, any of its respective Supervised Persons) by the CFTC, the SEC, the securities commission or equivalent authority of any state, territory, the District of Columbia or foreign country, or any swap execution facility, commodity or securities exchange or related clearing organization, DCM, DCO, any Self-Regulatory Organization or other business or professional association;
- (8) the bankruptcy or insolvency of such Person or any of its Affiliates; or
- (9) any suspension, expulsion, bar, fine, censure, cease and desist order, temporary or permanent injunction, denial of Trading Privileges or any other sanction or discipline imposed on such Person (or, if applicable, any of its respective Supervised Persons), whether through an adverse determination, voluntary settlement or otherwise, by:
 - (i) a swap execution facility, commodity or securities exchange, DCM, DCO, Self-Regulatory Organization or other business or professional association;

- (ii) the SEC, the CFTC or the securities commission or equivalent authority of any state, territory, the District of Columbia or foreign country; or
 - (iii) any federal court, state court, Government Agency not mentioned above or quasi-governmental body.
- (b) Each Participant, Sponsored Participant, Customer and Client shall notify the Market Regulation Department in writing within ten (10) days of becoming aware of the occurrence of any of the following events:
 - (1) any denial or withdrawal of any application for any registration or license with respect to such Person (or, if applicable, any of its respective Supervised Persons) by or from the SEC, the CFTC or the securities commission or equivalent authority of any state, territory, the District of Columbia or foreign country, or
 - (2) the issuance of a bar by any agency of the United States from contracting with the United States.

TRADING CONDUCT

Rule 5100 Abusive Trading Practices Prohibited

- (a) No Participant or Sponsored Participant or any of its respective Supervised Persons, nor any Customer or Client, shall engage in, or attempt to engage in, any fraudulent act or engage in, or attempt to engage in, any manipulative device, scheme or artifice to defraud, deceive, trick or mislead in connection with or related to any SEF activity including, without limitation, any of the following trading practices except as otherwise authorized under the SEF Rules:
 - (1) parking;
 - (2) pre-arranged trading (it being understood that pre-arranged trading does not include Transactions resulting from pre-execution communications to the extent permitted by Rule 5203(b));
 - (3) adjusted trading or overtrading;
 - (4) front-running;
 - (5) wash trading;
 - (6) cross transactions;
 - (7) fictitious transactions;
 - (8) money passes;
 - (9) non-competitive transactions (unless otherwise exempt or excluded pursuant to the SEF Rules);

- (10) accommodation trading;
- (11) fraudulent trading; or
- (12) any other trading practices that the SEF or the CFTC deems to be abusive.

Additionally, no Participant or Sponsored Participant or any of its respective Supervised Persons, nor any Customer or Client, shall knowingly execute or accommodate the execution of any such activity by direct or indirect means.

- (b) No Participant, Sponsored Participant, Customer or Client shall trade any Swap that is not authorized to trade on the SEF.

Rule 5101 Good Faith Bids and Offers and RFQs

A Participant or Sponsored Participant shall not knowingly enter, nor shall any Participant, Sponsored Participant, Customer or Client, cause to be entered, bids or offers or RFQs into the SEF other than in good faith for the purpose of executing *bona fide* Transactions.

Rule 5102 Invalid Transactions

- (a) A Transaction made or purported to be made on or pursuant to the SEF Rules may be declared invalid by the SEF in the following circumstances:
 - (1) *Unrepresentative Price*. If, taking into consideration current market conditions, the SEF determines that a Transaction has taken place at an unrepresentative price, the SEF, at its absolute discretion, may declare such Transaction invalid. The SEF may take into account such information as it deems appropriate when determining whether to invalidate a Transaction, including, without limitation, the following:
 - (i) price movement of other swap contracts with similar terms;
 - (ii) current market conditions, including levels of activity and volatility;
 - (iii) time period between different quotes and between quoted and traded prices;
 - (iv) market or other information regarding price movement in related swap contracts; or
 - (v) manifest error.
 - (2) *Breach of Applicable Law*. If the SEF determines that a Transaction has been made in breach of Applicable Law, the SEF may declare the Transaction invalid.
- (b) When a Transaction is declared invalid by the SEF, the parties to the Transaction will be notified by the SEF of that fact and a message will be broadcast through the SEF announcing the Swap contract and price level of the invalid Transaction, and the invalid Transaction may be displayed on the SEF as a cancelled Transaction.

Rule 5103 Trade Cancellation, Correction, Offset and Adjustment

Rule 5103.A. SEF Authority Regarding Trade Cancellation, Correction, Offset and Adjustment

The SEF has authority to cancel, or adjust the price of, any Transaction executed on or pursuant to the SEF Rules, or to execute or require the execution of a new or offsetting Transaction:

- (a) when the SEF determines in its sole discretion such action is necessary to mitigate market disrupting events caused by the improper or erroneous use of the SEF or by system defects;
- (b) at any time the SEF determines in its sole discretion that allowing a Transaction to stand as executed may have a material adverse effect on the integrity of the market;
- (c) in accordance with Rule 4013.A. and this Rule 5103;
- (d) where the Transaction was intended to be cleared and was submitted to a DCO via an Affirmation Hub or other middleware provider but was not presented to the DCO for clearing due to a post-execution processing issue;
- (e) where the SEF determines in its sole discretion that a mistake occurred as a result of an error by an Execution Specialist; or
- (f) to comply with Applicable Law.

Rule 5103.B. Transaction Price Review

- (a) Determination to Review a Transaction's Price.
 - (1) The SEF may determine to review a Transaction's price based on its independent analysis of market activity or upon a Participant's request (including a Participant that is a Prime Broker Client).
 - (2) A Participant's request for review must be made within ten (10) minutes of execution the relevant Transaction and must include the USI for the Transaction and a statement of the grounds for the review. In the absence of a timely request for review, the SEF may determine whether or not a Transaction will be subject to review in its sole discretion. Notwithstanding the foregoing, subject to Applicable Law, the SEF shall amend the terms of, or cancel, any Transaction that the parties, together with the DCO, as applicable, mutually agree to amend or cancel, even in the event that such amendment or cancellation is not submitted to the SEF within the applicable review period specified above.
- (b) Review of a Transaction's Price.
 - (1) In reviewing a Transaction's price, the SEF shall use good faith efforts to determine the fair mid-market price for the Swap at the time the Transaction was executed. The SEF may consider any relevant information, including, but not limited to, the

last transaction price of the Swap or a better bid/offer, a more recent price for a different maturity date, the price of the same or related Swap established in another venue or another market, the market conditions at the time of the Transaction and the theoretical value of an option based on the most recent implied volatility.

- (2) Following the SEF's determination of a Transaction's fair mid-market price in accordance with Rule 5103.B.(b)(1) above, the SEF shall have the right, in its sole discretion, to cancel or adjust the price of such Transaction or to require the entry into an offsetting Transaction; *provided, however*, that the SEF shall not make any such cancellation or price adjustment or require the entry of an offsetting Transaction if such action would, in the SEF's sole discretion, (i) adversely impact market integrity, (ii) facilitate market manipulation or other illegitimate activity or (iii) otherwise violate the CEA, CFTC Regulations or the SEF Rules.
- (3) The method of adjustment or cancellation of any Cleared Swap that is adjusted or cancelled shall be the method provided for by the rules and procedures of the relevant DCO.

Rule 5103.C. Review of Transactions for Errors

- (a) If a Participant, Sponsored Participant, Client or Customer believes that any Transaction was incorrectly executed, cleared or rejected from clearing as a result of an Error (as defined in Rule 5103.C.(f) below), such Person may, within ten (10) minutes thereafter, request a review of the Transaction by providing the USI for the Transaction and stating the grounds for the disagreement.
- (b) Upon timely receipt by the SEF of a request for a Transaction review in accordance with Rule 5103.C.(a) above, or if the SEF determines on its own initiative to conduct such a review, the SEF will review its electronic audit trail and other relevant records to determine if an Error occurred. If the request for review is not timely, the SEF may, in its sole discretion, perform a review of the Transaction.
- (c) If the review described in this Rule 5103.C. reveals that the Transaction was incorrectly executed, cleared or rejected from clearing as a result of an Error, the SEF may cancel or adjust the Transaction, or execute or require the execution of a new or offsetting Transaction (in accordance with the procedures specified in Rule 4013.A. for Cleared Swaps), as appropriate; *provided, however*, that the SEF shall not take any action pursuant to this Rule 5103.C.(c) if such action would, in the SEF's sole discretion, (i) adversely impact market integrity, (ii) facilitate market manipulation or other illegitimate activity or (iii) otherwise violate the CEA, CFTC Regulations or the SEF Rules.
- (d) If the review described in this Rule 5103.C. reveals that the Transaction was not incorrectly executed, nor cleared or rejected from clearing as a result of an Error, then no adjustment shall be made.
- (e) If a Transaction is reviewable for price under Rule 5103.B., the procedures of this Rule 5103.C. shall not apply. For the avoidance of doubt, if a Transaction was correctly executed

but the reporting to the SDR was in error, Rule 8005 shall apply and this Rule 5103.C. shall not apply.

- (f) For purposes of this Rule 5103.C., an “Error” shall mean the occurrence of any of the following:
- (1) A mistake made as the result of a malfunction of the SEF or human error, including a mistake made by an Execution Specialist;
 - (2) An Order or RFQ was incorrectly displayed and/or executed;
 - (3) A clerical or operational error or omission made by the SEF or a Participant (including a Prime Broker Client), Sponsored Participant, Client or Customer (or any agent of any of the foregoing) that caused a transaction to be rejected from clearing and void *ab initio*;
 - (4) A Clearing Firm or DCO rejected a leg of a Package Transaction for clearing because of the sequencing of submission for clearing of the legs of the applicable Package Transaction; or
 - (5) Where a Transaction was intended to be cleared and was submitted to a DCO via an Affirmation Hub or other middleware provider but was not presented to the DCO for clearing due to a post-execution processing issue.

Rule 5103.D. Records and Reporting of Cancellations and Price Adjustments

- (a) Cancelled Transactions and any prices that have been adjusted shall be cancelled in the SEF’s official records.
- (b) Transactions that have had their price adjusted shall be reflected in the SEF’s official records at the adjusted price.
- (c) If a Transaction is either cancelled or adjusted pursuant to Rule 5103, the SEF shall submit a cancellation or correction of the Transaction to the same SDR to which the Transaction was previously reported.

Rule 5103.E. Cancellation of Prime Brokerage Transactions

- (a) Subject to Rule 4105(b)(4), a Prime Broker shall have the right to cancel any Prime Broker Transaction within two (2) hours of the time that the SEF provides the Prime Broker with a Confirmation of such Transaction in accordance with Rule 4012 (i) that is executed in breach of a Prime Broker Limit; (ii) that was executed by a Person that was not authorized by the Prime Broker; or (iii) that was executed for an unauthorized product. The Prime Broker shall communicate the cancellation directly to the SEF and indicate the reason for the cancellation. The SEF shall be entitled to rely on the Prime Broker’s statement that any such grounds exist without inquiry and shall have no liability to the Prime Broker, the Prime Broker Client, or the counterparty to the cancelled Transaction or any other party in so doing.

- (b) If any Prime Broker Transaction is cancelled by the SEF pursuant to the provisions of this Rule 5103.E., the Prime Broker, the Prime Broker Client and the counterparty shall be liable for payments in respect of such cancellation in accordance with the terms of their agreements or as they may otherwise agree. The SEF shall have no involvement in determination of any such payments.
- (c) Notwithstanding anything to the contrary in the SEF Rules, the SEF shall have the right, in its sole discretion, to suspend, revoke, limit, condition, restrict or qualify the ability of any Participant to transact on the SEF as a Prime Broker or Prime Broker Client following the use of the cancellation right in 5103.E.(a).
- (d) Nothing in this Rule 5103.E shall restrict the rights of a Prime Broker Client to request a review of a Prime Broker Transaction pursuant to the other provisions of Rule 5103.

Rule 5104 Misuse of the SEF

Misuse of the SEF is strictly prohibited. It shall be a violation of the SEF Rules for any Person to willfully or negligently engage in unauthorized access to the SEF, to assist any Person in obtaining unauthorized access to the SEF, to trade on the SEF without the authorization of a Participant, to alter the equipment associated with the SEF, to interfere with the operation of the SEF, to use or configure a component of the SEF in a manner that does not conform to the SEF Rules, to intercept or interfere with information provided on or through the SEF, or in any way to use the SEF in a manner contrary to the SEF Rules.

VIOLATIONS

Rule 5200 Rule Violations

- (a) It shall be a violation for a Participant, Sponsored Participant, Customer or Client or any Supervised Person to violate any SEF Rule, to breach any agreement made with the SEF, to violate Applicable Law, or to engage in fraud, dishonorable conduct, or in conduct which is inconsistent with just and equitable principles of trade.
- (b) Participants, Sponsored Participants, Customers and Clients and Supervised Persons shall assist the SEF in any investigation into potential violations of Applicable Law. Such assistance must be timely and may include, but not be limited to, requiring any Participant, Sponsored Participant, Client, Customer or Supervised Person to produce documents, to answer questions from the SEF or its designee, and/or to appear in connection with an investigation.
- (c) If a Participant, Sponsored Participant, Customers or Client has actual or constructive notice of a violation in connection with the use of the SEF by a Participant, Sponsored Participant, Client, Customer or Supervised Person and such Person fails to notify the Market Regulation Department within a reasonable time, such Person may be found to have committed an act detrimental to the interest or welfare of the SEF.

Rule 5201 Fraudulent Acts Prohibited

No Participant, Sponsored Participant, Customer or Client (or any Supervised Persons) shall engage in, or attempt to engage in, any fraudulent act or engage in, or attempt to engage in, any scheme to defraud, deceive, trick or mislead in connection with or related to any SEF activity.

Rule 5202 [Reserved]

Rule 5203 Fictitious or Wash Transactions; Permitted Pre-Execution Communications

- (a) No Participant, Sponsored Participant, Customer or Client (or any Supervised Persons) shall create fictitious transactions or wash transactions. No Person shall place or accept Orders in the same Swap where the Person knows or reasonably should know that the purpose of the Orders is to avoid taking a bona fide market position exposed to market risk (transactions commonly known or referred to as wash sales). Orders for different accounts with common beneficial ownership that are entered with the intent to negate market risk or price competition shall also be deemed to violate the prohibition on wash trades. Additionally, no Person shall knowingly execute or accommodate the execution of such Orders by direct or indirect means.
- (b) Participants, Sponsored Participants, Customers and Clients (and any of their Supervised Persons) may engage in pre-execution communications (including communications with respect to Orders) relating to:
 - (1) Permitted Cross Transactions;
 - (2) Block Trades executed pursuant to Rule 4016;
 - (3) Transactions executed pursuant to the procedures specified in Rule 4013.A.(e) and (f);
 - (4) Package Transactions (Order Book Exempt); and
 - (5) Required Cross Transactions;

provided that with respect to any pre-execution communications permitted by (1) through (5) above:

- (i) the parties to the pre-execution communications do not disclose to a non-party the details of such communications or use the information obtained in a manner contrary to Applicable Law, and
- (ii) the requirements of Rule 4011 are satisfied to the extent applicable.

Nothing contained in this Rule 5203(b) shall prevent a Person from disclosing information as may be required by legal process (including subpoena or demand for productions) or to such Person's agents or advisors (including, but not limited to, accountants and auditors and legal counsel).

Rule 5204 Market Disruptions Prohibited

Orders entered into the SEF for the purpose of upsetting the equilibrium of the market in any Swap or creating a condition in which prices do not or will not reflect fair market values are prohibited, and any Participant, Sponsored Participant, Customers or Client (or any of their respective Supervised Persons) who makes or assists in entering any such Order with knowledge of the purpose thereof or who, with such knowledge, in any way assists in carrying out any plan or scheme for the entering of any such Order, will be deemed to have engaged in an act detrimental to the SEF in violation of this Rule 5204.

Rule 5205 Market Manipulation Prohibited

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall attempt to manipulate or manipulate the price of any Swap including, without limitation, cornering, “front-running”, “money passes”, trading ahead or against Customer Orders, combination or improper cross trading involving, for example and without limitation, a short term riskless transaction taking advantage of an incoming Order or the offset of a prior position to avoid an adverse market move.

Rule 5206 Disruptive Trading Practices Prohibited

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall engage in any trading, practice or conduct that constitutes a “disruptive trading practice,” as such term is defined by the Section 4c(a)(5) of the CEA (7 U.S.C. § 6c(a)(5)) or the related CFTC Regulations.

Rule 5207 Prohibition of Misstatements

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall make any knowing misstatement of a material fact to the SEF, any SEF Official, any Board committee or SEF Panel, any agent of the SEF (including the Regulatory Services Provider) or any Participant, Sponsored Participant, Customer, Client or Supervised Person. All swap data or other information submitted from time to time by any Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) to the SEF, or by the SEF on behalf of any such Person, to any Clearing Firm, Affirmation Hub, DCO or SDR, shall be accurate and complete in all material respects as of the time submitted.

Rule 5208 Acts Detrimental to the SEF Prohibited

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall engage in any act that is detrimental to the SEF.

Rule 5209 Adherence to Law

No Participant, Sponsored Participant, Customer or Client (or any of their respective Supervised Persons) shall engage in conduct that is a violation of the Applicable Law.

Rule 5210 Communications with the Public and Promotional Material

Promotional material and similar information issued by Participants shall comply with Applicable Law.

SUPERVISION

Rule 5300 Duty to Supervise

Each Participant shall establish, maintain and administer reasonable supervisory procedures to monitor the compliance of its Supervised Persons with the SEF's Rules and any applicable provisions of the CEA or CFTC Regulations and such Participant may be held accountable for the actions of such Supervised Persons. As set forth in Rule 4105(b)(3), a Prime Broker shall have no responsibility to supervise any Prime Broker Client or any of such Prime Broker Client's Supervised Persons.

INSPECTIONS

Rule 5400 Inspections by the SEF

- (a) The SEF and the Regulatory Services Provider (and their respective authorized representatives), shall have the right, in connection with determining whether all Obligations are being, will be, or have been complied with by a Participant, Sponsored Participant, Customer or Client, in accordance with Applicable Law:
 - (1) inspect books and records, systems, equipment and software operated by such Person in connection with any SEF activity, wherever located;
 - (2) access the systems, equipment, software and the premises on which the systems, equipment and software are located and any data stored in any of the systems or equipment, during the regular business hours and the Trading Hours of the SEF without prior notice to such Person; and/or
 - (3) remove, copy or reproduce any data to which the SEF has access under the SEF Rules.
- (b) Each such Person shall provide the Regulatory Services Provider with the same access to its books and records and offices as it is required to provide the SEF under the SEF Rules and Applicable Law.
- (c) The Market Regulation Department may require a Participant to furnish (periodically or on a particular occasion) information concerning the Participant's activity on the SEF. For a Participant, such information includes but is not limited to, the Participant's open trading positions or Swaps to which the Participant is a party.
- (d) The SEF shall provide prior notice to a Person in the event of an inspection that has been prescheduled by the SEF.

INFORMATION SHARING

Rule 5500 Information-Sharing

- (a) The SEF may enter into information-sharing agreements or other arrangements or procedures to establish and enforce rules that will allow the SEF to obtain any necessary information to perform any monitoring of trading and trade processing, provide information to the CFTC upon request and that allow the SEF to carry out such international information-sharing agreements as the CFTC may require. As part of any information-sharing agreements or other arrangements or procedures adopted pursuant to this Rule 5500, the SEF may:
 - (1) provide market surveillance reports to other markets;
 - (2) share information and documents concerning current and former Participants with other markets;
 - (3) share information and documents concerning ongoing and completed investigations with other markets; and/or
 - (4) require its current or former Participants, or their Sponsored Participants, Customers or Clients, to provide information and documents to the SEF at the request of other markets with which the SEF has an information-sharing agreement or other arrangements or procedures.
- (b) The SEF may enter into any arrangement with any Person or body (including, without limitation, the CFTC, the NFA, any Self-Regulatory Organization, any exchange, market, Swap Data Repository, reporting services or clearing organization or foreign regulatory authority) if the SEF considers such arrangement to be in furtherance of the SEF's purpose or duties under Applicable Law.
- (c) The SEF may disclose to any Person or entity information concerning or associated with a Participant or other Person where the SEF believes such disclosure is reasonably necessary and appropriate in exercising a legal or regulatory function.
- (d) Participants, Sponsored Participants, Customers and Clients shall provide the SEF any requested information pursuant to the SEF Rules or Applicable Law as necessary for the SEF to perform any of the functions described in these SEF Rules.

FINANCIAL REQUIREMENTS

Rule 5600 Minimum Financial and Related Reporting Requirements

- (a) Each Participant that is registered with any Government Agency, including the CFTC and the SEC, or a Self-Regulatory Organization shall comply with the provisions of Applicable Law, including, but not limited to, the rules and regulations such Government Agency or

Self-Regulatory Organization imposes on a Participant relating to minimum financial and related reporting and recordkeeping requirements.

- (b) Each Participant shall qualify as an ECP and undertake to timely update any change to the Participant's status as an ECP.
- (c) A copy of any notice or written report that a Participant is required to file with the CFTC pursuant to CFTC Regulation 1.12 shall be concurrently provided to the SEF.
- (d) A Participant who is subject to and violates CFTC Regulations 1.10, 1.12, 1.17 or 1.18 shall be deemed to have violated this Rule 5600.

Rule 5601 Confidentiality of Financial and Other Information

All information and data obtained or received by the Market Regulation Department from inspections of accounting and other records, quarterly balance sheets and declarations or reports on financial condition will be treated as confidential by the SEF; however, this Rule 5601 does not supplant Rule 5500 and the SEF Rules in Section 7, Applicable Law, or any other requirement of legal process or law.

Rule 5602 Authority to Impose Restrictions

Whenever a Participant is subject to the early warning requirements set forth in CFTC Regulation 1.12, the SEF may impose such conditions or restrictions on the business and operations of such Participant as the SEF may deem necessary or appropriate for the protection of customers, other Participants, or the SEF.

Rule 5603 Additional Disclosure Requirements

Each Participant must comply with all disclosure requirements set forth in applicable CFTC and Self-Regulatory Organization rules and regulations. Any such disclosure may be combined with a disclosure regarding the existence of financial interests held by the Participant in the SEF or any other exchange.

MISCELLANEOUS

Rule 5700 Gifts and Gratuities

Participants shall maintain and enforce gifts policies and procedures to prevent gifts in excess of one hundred dollars (\$100) to Directors, Officers and SEF employees.

Rule 5701 Anti-Money Laundering and Anti-Terrorism

It is SEF policy: (1) not to engage in or knowingly assist any money laundering or other illicit business, and (2) not to engage in or knowingly assist, or be a conduit for, terrorist financing. Participants will be required to provide sufficient information for Participants and their Customers or Clients, if applicable, for SEF to conduct restricted list searches, including, but not limited to,

searches against the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

Rule 5702 Market Data

- (a) All Participants, Sponsored Participants, Customers and Clients and all Supervised Persons, agents, vendors, and other Persons affiliated with the foregoing understand and acknowledge that the SEF has a proprietary interest in:
 - (1) the price and quantity data from each and every Transaction executed on the SEF or subject to the SEF Rules, including the time at which the Transaction was executed on, or submitted to, the SEF;
 - (2) the price and quantity data for each and every Order, RFQ, or Block Trade submitted to the SEF, including the time at which the Order or RFQ was entered;
 - (3) the yield curves and reference prices prepared by the SEF;
 - (4) any data and information derived from (1), (2) and (3) and the format and presentation thereof (except a Participant's confidential information or data); and
 - (5) the transmissions and dissemination of the data and information to Participants, any publisher of the data or information with whom the SEF has a written agreement, and any other Persons.
- (b) Except with respect to such Person's confidential information or data, Participants, Sponsored Participants, Customers and Clients and Supervised Persons may not distribute, sell or retransmit any other information displayed on the SEF to any third party without the express written consent of the SEF.
- (c) The SEF may at any time restrict or establish utilization fees in respect of data described in Rule 5702(a) with respect to all or any Participants, Sponsored Participants, Customers or Clients in order to safeguard the security or operations of the SEF or to preserve market integrity, fair and orderly trading, or if otherwise in the public interest, *provided, however*, that view-only access is provided free-of-charge.

Rule 5703 Extension or Waiver of SEF Rules

If necessary and expedient, the SEF may, in its sole discretion, waive, or extend the time period for performing, any act or acts designated by the SEF Rules, but only to the extent such waiver or extension is not inconsistent with the CEA or the CFTC Regulations.

SECTION 6
ENFORCEMENT OF RULES AND
DISCIPLINARY PROCEEDINGS

Rule 6000 General

- (a) All Participants, Sponsored Participants, Account Managers, Authorized Traders, Clients, Customers, Supervised Persons and any other Person using a User ID of a Participant or login credentials linked to a Participant or User ID shall be subject to the SEF's jurisdiction. Any Participant, Sponsored Participant, Account Manager, Authorized Trader, Client, Customer, Supervised Person or other Person using a User ID of a Participant or login credentials linked to a Participant or User ID is subject to this Section 6 if such Person is alleged to have violated, to have aided and abetted a violation, to be violating, or to be about to violate, any SEF Rule or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction.
- (b) The SEF, through its Market Regulation Department, Review Panels, Disciplinary Panels and Appeals Panels will conduct inquiries, investigations, disciplinary proceedings and appeals from disciplinary proceedings, summary impositions of fines, summary suspensions or other summary actions in accordance with this Section 6.
- (c) The SEF and its Regulatory Services Provider are parties to a Regulatory Service Agreement as referenced in Rule 2600, pursuant to which the Regulatory Services Provider has agreed to perform certain regulatory services described in this Section 6 on behalf of SEF. The SEF Rules that refer to the SEF, SEF staff, the Market Regulation Department and other SEF departments should be understood as also referring to the Regulatory Services Provider, the Regulatory Services Provider staff and the Regulatory Services Provider departments acting on behalf of SEF pursuant to the Regulatory Services Agreement. Notwithstanding the fact that the SEF has entered into the Regulatory Services Agreement with its Regulatory Services Provider to perform some of the SEF's functions, the SEF shall retain ultimate legal responsibility for, and control of, such functions.
- (d) No SEF Official will interfere with or attempt to influence the process or resolution of a Disciplinary Action except to the extent provided under the SEF Rules with respect to a proceeding in which the SEF Official is a member of the relevant panel.
- (e) Any Participant, Sponsored Participant, Account Manager, Authorized Trader, Client, Customer or Supervised Person may be represented by counsel during any Disciplinary Action pursuant to this Section 6.
- (f) The SEF may hold a Participant or any Customer or Client liable for, and impose sanctions against such Participant, Customer or Client, for such Participant's, Customer's or Client's own acts and omissions that constitute a violation as well as for, in the case of a Participant, the acts and omissions of each (A) Authorized Trader of such Participant, (B) other Supervised Person of such Participant, (C) other Person using a User ID of such Participant or login credentials linked to the Participant or User ID, (D) agent or representative of such

Participant, in each case, that constitute a violation as if such violation were that of the Participant, or (E) Sponsored Participant, Client or Customer of such Participant.

- (g) The SEF may hold an Authorized Trader liable for, and impose sanctions against such Authorized Trader for, such Authorized Trader's own acts and omissions that constitute a violation as well as or for the acts and omissions of any agent or representative of such Authorized Trader that constitute a violation as if such violation were that of the Authorized Trader.

Rule 6001 Inquiries and Investigations

- (a) The Market Regulation Department shall investigate potential or alleged violations of the SEF Rules. The Market Regulation Department will commence an investigation (i) upon the receipt of a request from CFTC staff or (ii) upon the discovery or receipt of information that, in the judgment of the Market Regulation Department, indicates a reasonable basis for finding that a violation may have occurred or will occur. The Market Regulation Department will determine the nature and scope of its inquiries and investigations and will function independently of any commercial interests of the SEF.
- (b) The Market Regulation Department may:
 - (1) initiate and conduct inquiries and investigations, and engage such third-party advisors, include legal counsel, as it deems appropriate;
 - (2) prepare Investigation Reports and make recommendations concerning initiating disciplinary proceedings;
 - (3) prosecute alleged violations within the SEF's disciplinary jurisdiction; and
 - (4) represent the SEF on summary imposition of fines, summary suspension or other summary action.
- (c) Each Clearing Firm, Participant, Sponsored Participant, Account Manager, Authorized Trader, Customer, Client and Supervised Person and any other Person that is subject to the SEF's jurisdiction:
 - (1) is obligated to appear and testify and respond in writing to interrogatories within the time period required by the SEF in connection with:
 - (i) any SEF Rule or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction;
 - (ii) any Disciplinary Action; or
 - (iii) any preparation for and presentation during a Disciplinary Action;

- (2) is obligated to produce books, records, papers, documents or other tangible evidence in its, his or her possession, custody or control within the time period required by the SEF in connection with:
 - (i) any SEF Rule or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction;
 - (ii) any situation in which such books, records, papers, documents or other tangible evidence would be useful to the SEF in determining if a violation of a SEF Rule has occurred;
 - (iii) any Disciplinary Action; or
 - (iv) any preparation for and presentation during a Disciplinary Action; and
- (3) may not impede or delay any Disciplinary Action.
- (d) Each investigation must be completed in a timely manner. Absent mitigating factors, a timely manner is no later than twelve (12) months after the date that an investigation is opened. Mitigating factors that may reasonably justify an investigation taking longer than twelve (12) months to complete include the complexity of the investigation, the number of firms or individuals involved as potential wrongdoers, the number of potential violations to be investigated, and the volume of documents and data to be examined and analyzed by the Market Regulation Department.

Rule 6002 Reports of Investigations

- (a) The Market Regulation Department will maintain a log of all investigations and the disposition of each. The Market Regulation Department will prepare an Investigation Report, regardless of whether the evidence gathered during any inquiry or investigation forms a reasonable basis to believe that a violation within the SEF's jurisdiction has occurred or is about to occur or whether the evidence gathered results in closing the matter without further action or through summary action.
- (b) The Investigation Report will include the reasons for initiating the investigation (including a summary of the complaint, if any), all relevant facts and evidence gathered, Market Regulation Department's analysis and conclusions, the potential respondent's disciplinary history at the SEF, and the recommendation of the Market Regulation Department. For each potential respondent, the Market Regulation Department will recommend:
 - (1) closing the investigation without further action;
 - (2) settlement;
 - (3) summary action;
 - (4) the preparation and service of a Notice of Charges for initiating a disciplinary proceeding;

- (5) resolving the investigation through an informal disposition, including the issuance of a warning letter (an informal disposition (including the issuance of a warning letter) will not constitute a finding of a violation or a sanction);
 - (6) forwarding the Investigation Report to a Review Panel as discussed in Rule 6004; or
 - (7) in the case of one of the violations described in Rule 6016(a)(1) through (4), forwarding the Investigation Report to the Regulatory Oversight Committee for determination regarding whether to impose a summary fine under Rule 6016.
- (c) After reviewing the Investigation Report, the Chief Compliance Officer will:
- (1) proceed with the Market Regulation Department's recommendation;
 - (2) forward the Investigation Report to a Review Panel as discussed in Rule 6004; or
 - (3) in the case of one of the violations described in Rule 6016(a)(1) through (4), forward the Investigation Report to the Regulatory Oversight Committee for determination regarding whether to impose a summary fine under Rule 6016.

Rule 6003 Opportunity to Respond

- (a) If the Review Panel authorizes disciplinary proceedings or the Chief Compliance Officer determines to proceed with the Market Regulation Department's recommendation to initiate disciplinary proceedings, the Market Regulation Department will notify each potential respondent that the Market Regulation Department or Review Panel has recommended formal disciplinary charges against the potential respondent.
- (b) The SEF may allow a potential respondent to propose a settlement of the matter or to submit a written statement explaining why a disciplinary proceeding should not be instituted or one or more of the potential charges should not be brought. The potential respondent shall submit such written statement within the time limit established by the Market Regulation Department.

Rule 6004 Review of Investigation Reports

- (a) The Chief Compliance Officer may, in his/her discretion, convene a Review Panel to review the Investigation Report.
- (b) The Review Panel shall be appointed by the Chief Compliance Officer or the SEF's Regulatory Services Provider and shall be comprised of three individuals, at least two of whom would not be disqualified from serving as Public Directors. Each Review Panel must include members who have had relevant experience in some capacity (whether as a current or former employee, officer, director, principal, consultant, advisor, service provider or otherwise) working with or for sufficient different Membership Interests so as to ensure fairness and to prevent special treatment or preference for any Person in the conduct of the Review Panel's responsibilities, and no member of the Review Panel may be involved in

the adjudication of any other stage of the same proceeding. If a vacancy occurs on a Review Panel after it has begun a proceeding, the remaining members of the panel shall complete consideration and disposition of the matter. Once the Review Panel has provided its decision, it shall be dissolved automatically.

- (c) The Review Panel will review the Investigation Report and any reports of additional investigation or evidence provided by the Market Regulation Department pursuant to Rule 6004(c)(1) below and, within thirty (30) days of receiving the Investigation Report or report of additional investigation or evidence, as applicable, will take one of the following actions:
- (1) If the Review Panel determines that additional investigation or evidence is needed, it will promptly direct the Market Regulation Department to conduct further investigation or obtain additional evidence.
 - (2) If the Review Panel determines that no reasonable basis exists for finding a violation of the SEF Rules or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction has occurred or is about to occur or that adjudication is otherwise unwarranted, it may direct that no further action be taken. Such determination will be in writing, and will include the reason the investigation was initiated, a summary of the complaint, a written statement setting forth the facts and analysis supporting the decision and, if applicable, any recommendations. The Review Panel shall also provide the written statement to any applicable Regulatory Services Provider.
 - (3) If the Review Panel determines that a reasonable basis exists for finding a violation of the SEF Rules or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction has occurred or is about to occur and adjudication is warranted, the Review Panel will determine for each potential respondent whether to authorize:
 - (i) the informal disposition of the investigation (by issuing a warning letter or otherwise) because disciplinary proceedings are unwarranted, in which case the Review Panel shall provide a written explanation to any Regulatory Services Provider;
 - (ii) the closing of the investigation without any action because no reasonable basis exists to believe that a violation within the SEF's jurisdiction has occurred or is about to occur in which case the Review Panel shall provide a written explanation to any Regulatory Services Provider; or
 - (iii) the commencement of disciplinary proceedings because a reasonable basis exists to believe that a violation within the SEF's jurisdiction has occurred or is about to occur.
- (d) A failure of the Review Panel to act within the time prescribed above shall not prevent the appointment of a Disciplinary Panel. The Chief Compliance Officer shall inform the ROC of any such failure of the Review Panel to act. The ROC shall, within thirty (30) days of

the date by which the Review Panel was required to act review the failure and take appropriate action and may itself take any of the actions which the Review Panel could have taken under Rule 6004(c), including appointment of a Disciplinary Panel.

Rule 6005 Notice of Charges

- (a) If the Review Panel (or the ROC in the event of a failure of the Review Panel to act within the requisite time period) authorizes disciplinary proceedings or the Chief Compliance Officer elects to follow the recommendation of the Market Regulation Department to commence a disciplinary proceeding, the Chief Compliance Officer will appoint a Disciplinary Panel as provided in Rule 6009. In addition, the Market Regulation Department will prepare, and serve in accordance with Rule 6007, a notice of charges (a “Notice of Charges”).
- (b) A Notice of Charges will:
 - (1) state the acts, practices or conduct that the respondent is alleged to have engaged in;
 - (2) state the SEF Rule or other provision of Applicable Law alleged to have been violated or about to be violated;
 - (3) state the proposed sanctions;
 - (4) advise the respondent of its right to a hearing;
 - (5) advise the respondent of its right to be represented by legal counsel of its choosing in all succeeding stages of the disciplinary process;
 - (6) state the period of time within which the respondent can request a hearing on the Notice of Charges, which will not be less than twenty (20) days after service of the Notice of Charges;
 - (7) advise the respondent that any failure to request a hearing within the period stated, except for good cause, will be deemed to constitute a waiver of the right to a hearing; and
 - (8) advise the respondent that any allegation in the Notice of Charges that is not expressly denied or answered will be deemed to be admitted.

Rule 6006 Answer to Notice of Charges

- (a) If the respondent determines to answer a Notice of Charges, the respondent must file answers within twenty (20) days after being served with such notice, or within such longer time period determined by the Disciplinary Panel in accordance with Rule 6012.

- (b) To answer a Notice of Charges, the respondent must in writing:
 - (1) specify the allegations that the respondent denies or admits;
 - (2) specify the allegations that the respondent does not have sufficient information to either deny or admit;
 - (3) specify any specific facts that contradict the Notice of Charges;
 - (4) specify any affirmative defenses to the Notice of Charges; and
 - (5) sign and serve the answer on the Disciplinary Panel.
- (c) Any failure by the respondent to timely serve an answer to a Notice of Charges will be deemed to be an admission to the allegations in such notice. Any failure by the respondent to answer one or more allegations in a Notice of Charges will be deemed to be an admission of that allegation or those allegations. Any allegation in a Notice of Charges that the respondent fails to expressly deny will be deemed to be admitted. A general denial by the respondent, without more, will not satisfy the foregoing requirements.

Rule 6007 Service of Notice of Charges

- (a) Any Notice of Charges or other documents to be served pursuant to this Section 6 may be served on the respondent personally or may be served (and service shall be deemed complete) by leaving the same at his or her place of business, by entrusting the same to reputable overnight courier for tracked delivery, or by depositing the same in the United States mail, postage prepaid, via registered or certified mail, in either case addressed to respondent at the address as it appears on the books and records of the SEF.
- (b) Any Notice of Charges or other documents contemplated to be served pursuant to this Section 6 may also be served upon the respondent and service shall be deemed complete via electronic mail to the electronic mail address as it appears on the books and records of the SEF.

Rule 6008 Settlement Offers

- (a) A respondent or potential respondent may, at any time after completion of an Investigation Report and before disciplinary proceedings have concluded, propose in writing an offer of settlement related to anticipated or instituted disciplinary proceedings.
- (b) Any offer of settlement should contain proposed findings and sanctions and be signed by the respondent or potential respondent and submitted to the Market Regulation Department.
- (c) A respondent or potential respondent may offer to settle disciplinary proceedings without admitting or denying the findings contained in the Notice of Charges but must accept the jurisdiction of the SEF over it and over the subject matter of the proceedings and consent to the entry of the findings and sanctions imposed.

- (d) If a respondent or potential respondent submits an offer of settlement in accordance with Rule 6008(a) above, the Market Regulation Department will forward the offer to the Chief Compliance Officer and the Chief Compliance Officer will in turn forward the offer to the Disciplinary Panel with a recommendation on whether to accept or reject the offer.
- (e) If an offer of settlement is forwarded to it pursuant to Rule 6008(d) above, the Disciplinary Panel must review the offer of settlement within ninety (90) Business Days after receipt of the offer of settlement by the Chief Compliance Officer unless an extension has been agreed by the respondent in writing. The Disciplinary Panel may accept the offer of settlement, but may not alter the terms of a settlement offer unless the respondent agrees. A Disciplinary Panel, in its discretion, may permit the respondent to accept a sanction without admitting or denying the rule violation on which the sanction is based.
- (f) If an offer of settlement is accepted by the Disciplinary Panel, it shall issue a written decision specifying:
 - (1) the rule violations it has reason to believe were committed, including the basis or reasons for the panel's conclusions;
 - (2) any sanction to be imposed, which must include full customer restitution where customer harm is demonstrated, except where the amount of restitution or to whom it should be provided cannot be reasonably determined; and
 - (3) if applicable, that the respondent has accepted the sanctions imposed without either admitting or denying the rule violations.
- (g) In the event that the Disciplinary Panel accepts an offer of settlement without the agreement of the Chief Compliance Officer, the Disciplinary Panel's written decision must adequately support such acceptance.
- (h) If an offer of settlement is accepted and the related decision becomes final, the respondent's submission of the offer will be deemed to constitute a waiver of the right to notice, opportunity for a hearing and review and appeal under the SEF Rules.
- (i) The respondent may withdraw his, her or its offer of settlement at any time before final acceptance by the Disciplinary Panel. If an offer is withdrawn after submission, or is rejected by the Disciplinary Panel, the respondent must not be deemed to have made any admissions by reason of the offer of settlement and must not be otherwise prejudiced by having submitted the offer of settlement.
- (j) If the offer of settlement of a respondent or potential respondent is not accepted by the Disciplinary Panel, fails to become final or is withdrawn by the respondent or potential respondent, the matter will proceed as if the offer had not been made and the offer and all documents relating to it will not become part of the record. Neither a respondent or potential respondent nor the Market Regulation Department may use an unaccepted offer of settlement as an admission or in any other manner at a hearing of disciplinary proceedings.

Rule 6009 Disciplinary Panel

- (a) The Chief Compliance Officer or the SEF's Regulatory Services Provider will appoint a Disciplinary Panel (a) to conduct hearings in connection with any disciplinary proceedings authorized by the Chief Compliance Officer or a Review Panel to make findings and impose sanctions and/or (b) to review any offer of settlement made by a respondent or potential respondent after completion of an Investigation Report. The Disciplinary Panel will be comprised of three individuals, at least two of whom would not be disqualified from serving as Public Directors. In addition, each Disciplinary Panel must include members who have had relevant experience in some capacity (whether as a current or former employee, officer, director, principal, consultant, advisor, service provider or otherwise) working with or for sufficient different Membership Interests so as to ensure fairness and to prevent special treatment or preference for any Person in the conduct of the Disciplinary Panel's responsibilities. A Disciplinary Panel may not include any members of the SEF's compliance staff or any Person involved in adjudicating any other stage of the same proceeding. If a vacancy shall occur on a Disciplinary Panel after it has begun its proceedings, the remaining members shall complete consideration and disposition of the matter. Once a Disciplinary Panel has made its decision and notified all relevant parties, it shall be dissolved automatically. The chair of the Disciplinary Panel shall be appointed by the Chief Compliance Officer.
- (b) Within ten (10) days of being notified of the appointment of the Disciplinary Panel, a respondent may seek to disqualify any individual named to the Disciplinary Panel for the reasons identified in the SEF Rules or for any other reasonable grounds by serving written notice on the Chief Compliance Officer. By not timely filing a request for disqualification, the respondent will be deemed to have waived any objection to the composition of a Disciplinary Panel. The Chief Compliance Officer, in consultation with the General Counsel, of the SEF will decide the merits of any request for disqualification within his or her sole discretion. Any such decision will be final and not subject to appeal.
- (c) No Person shall serve on a Disciplinary Panel unless that Person has agreed in writing that he or she will not publish, divulge, or make known in any manner, any facts or information regarding the business of any Person or any other information which may come to his attention in his official capacity as a member of the Disciplinary Panel, except when reporting to the Board or to a committee concerned with such information or to the Market Regulation Department, when requested by the CFTC or other Government Agency or when compelled to testify in any judicial or administrative proceeding.
- (d) All information, records, materials and documents provided to the Disciplinary Panel and all deliberations, testimony, information, records, materials and documents related thereto shall be treated as non-public and confidential and shall not be disclosed, except as necessary to further a SEF investigation or as required by law.

Rule 6010 Convening Hearings of Disciplinary Proceedings

- (a) A hearing will be conducted privately and confidentially. Notwithstanding the confidentiality of hearings, the Disciplinary Panel may appoint an expert to attend any

hearing and assist in deliberations if such expert agrees to be subject to an appropriate confidentiality agreement.

- (b) After reasonable notice to each respondent, the Disciplinary Panel will promptly convene a hearing to conduct the disciplinary proceedings with respect to such respondent. Parties to a disciplinary proceeding include each respondent and the Market Regulation Department.
- (c) The chair of the Disciplinary Panel may continue, adjourn or otherwise conduct the hearing, as he or she may deem appropriate. The chair of the Disciplinary Panel will determine all procedural and evidentiary matters, including the admissibility and relevance of any evidence proffered.
- (d) In determining procedural and evidentiary matters, the chair of the Disciplinary Panel will not be bound by any evidentiary or procedural rules or law. Once admitted during the hearing, the Disciplinary Panel may consider, and attach the weight it believes appropriate to, evidence or other materials. The General Counsel of the SEF, or his or her designee, may provide guidance to the chair of the Disciplinary Panel on the conduct of the hearing.
- (e) Except for procedural and evidentiary matters decided by the chair of the Disciplinary Panel pursuant to Rule 6010(c) above and Rule 6012, unless each respondent otherwise consents, the entire Disciplinary Panel must be present during the entire hearing and any related deliberations.

Rule 6011 Respondent Review of Evidence

- (a) Prior to the commencement of a hearing, each respondent will be given the opportunity to review all books, records, documents, papers, transcripts of testimony and other tangible evidence in the possession or under the control of the SEF that the Market Regulation Department will use to support the allegations and proposed sanctions in the Notice of Charges or which the chair of the Disciplinary Panel deems relevant to the disciplinary proceedings. Notwithstanding the foregoing, no respondent will have the right to review, and the SEF will have no obligation to disclose, any documents that:
 - (1) are privileged or constitute attorney work product;
 - (2) were prepared by an employee of the SEF but will not be offered in evidence in the disciplinary proceedings;
 - (3) may disclose a technique or guideline used in examinations, investigations or enforcement proceedings; or
 - (4) disclose the identity of a confidential source.
- (b) If any books, records, documents, papers, transcripts of testimony, or other tangible evidence contain information that could adversely affect the competitive position of the Person providing the information or if such information might compromise other investigations being conducted by the Market Regulation Department, the Market

Regulation Department may redact, edit or code such information before furnishing it to the respondent.

- (c) Notwithstanding anything in Rule 6011(b) above to the contrary, the Market Regulation Department:
 - (1) will not redact, edit or code competitive or investigative information contained in documents in a manner that would impair the respondent's ability to defend against the allegations or proposed sanctions in the notices of charges, and
 - (2) will provide the respondent with access to the information and portions of the documents that the Market Regulation Department intends to rely on to support the allegations or proposed sanctions in the Notice of Charges.
- (d) For purposes of this Rule 6011, information that could adversely affect competitive positions may include positions in Swaps or other positions currently held, trading strategies employed in establishing or liquidating positions, the identity of any Customer, Client, Sponsored Participant, Participant or Authorized Trader and the personal finances of the Person providing the information.

Rule 6012 Conducting Hearings of Disciplinary Proceedings

- (a) At a hearing conducted in connection with any disciplinary proceedings, the Market Regulation Department will present its case supporting the allegations and proposed sanctions in the Notice of Charges to the Disciplinary Panel. The respondent is entitled to attend and participate in the hearing.
- (b) At a hearing conducted in connection with any disciplinary proceedings, the Disciplinary Panel or the Market Regulation Department and each respondent may:
 - (1) present evidence and facts determined relevant and admissible by the chair of the Disciplinary Panel;
 - (2) call and examine witnesses; and
 - (3) cross-examine witnesses called by other parties.
- (c) If the respondent fails to file an answer, has filed a general denial, or if any or all of the allegations in the Notice of Charges are not expressly denied in the respondent's answer, the chair of the Disciplinary Panel may limit evidence concerning any allegations not expressly denied in determining the sanctions to impose. If a respondent fails to file an answer but appears at the hearing, the respondent may not participate in the hearing (by calling or cross-examining witnesses, testifying in defense, presenting evidence concerning the Notice of Charges, or otherwise) unless the Disciplinary Panel determines that the respondent had a compelling reason for failing to timely file an answer. If the Disciplinary Panel determines that the respondent had a compelling reason for failing to timely file an answer, the Disciplinary Panel will adjourn the hearing and direct the respondent to promptly file a written answer in accordance with Rule 6006.

- (d) If the respondent has requested a hearing on a charge that the respondent denies, or on a sanction set by the Disciplinary Panel under Rule 6014, the respondent will be given an opportunity for a hearing in accordance with the SEF Rules. Except for good cause, such hearing will be limited to addressing those charges denied by the respondent and/or sanctions set by the Disciplinary Panel under Rule 6014 for which a hearing has been requested.
- (e) Any Person entitled, or required or called upon, to attend a hearing before a Disciplinary Panel pursuant to Rule 6012(b)(2) will be given reasonable notice, confirmed in writing, specifying the date, time and place of the hearing, and the caption of the disciplinary proceedings. All Persons subject to the SEF's jurisdiction that are called as witnesses are required to appear at the hearing and, where applicable, produce evidence. The SEF will make reasonable efforts to secure the presence of all other Persons called as witnesses whose testimony would be relevant.
- (f) If during any disciplinary proceedings the Disciplinary Panel determines that a reasonable basis exists to believe that the respondent violated or is about to violate the SEF Rules or any other provision of Applicable Law for which the SEF has disciplinary jurisdiction other than the violations alleged in the Notice of Charges, the Disciplinary Panel may consider those apparent violations after providing the respondent with an opportunity to answer the additional allegations in accordance with Rule 6006. In connection with considering apparent violations pursuant to this Rule 6012(f), the Disciplinary Panel may request that the Market Regulation Department provide the Disciplinary Panel with any additional information related to the violations at issue.
- (g) The Disciplinary Panel may provide that a sanction be summarily imposed upon any Person within its jurisdiction whose actions impede the progress of a hearing.
- (h) If the respondent has requested the hearing, a copy of the hearing must be made and must become a part of the record of the proceedings. The SEF will arrange for any hearing conducted in connection with disciplinary proceedings to be recorded verbatim, or substantially verbatim, in a manner capable of accurate transcription. If the respondent requests a copy of all or portions of the recording of a hearing, the chair of the Disciplinary Panel may within his or her sole discretion require the respondent to pay the costs for transcribing the recording of the hearing.
- (i) No interlocutory appeals of rulings of any Disciplinary Panel or chair of the Disciplinary Panel are permitted.

Rule 6013 Decision of Disciplinary Panel

- (a) Promptly following a hearing, the Disciplinary Panel will issue a written order rendering its final decision based on the weight of the evidence contained in the record of the disciplinary proceedings. A decision by a majority of the Disciplinary Panel will constitute the final decision of the Disciplinary Panel.

- (b) The Disciplinary Panel will serve a copy of the order of the disciplinary proceedings on the respondent and the Market Regulation Department. The order will include:
- (1) The name of the respondent;
 - (2) the Notice of Charges or summary of the charges;
 - (3) the answer, if any, or a summary of the answer;
 - (4) a summary of the evidence produced at the hearing or, where appropriate, incorporation by reference of the Investigation Report;
 - (5) a statement of findings of fact and conclusions with respect to each charge, including a complete explanation of the evidentiary and other basis for such findings and conclusions with respect to each charge;
 - (6) each specific SEF Rule and/or other provision of Applicable Law that the respondent was found to have violated;
 - (7) a declaration of all sanctions imposed against the respondent, if any, including the basis for such sanctions and the effective date of each sanction;
 - (8) notice of respondent's right to appeal; and
 - (9) a statement informing the respondent of the availability of CFTC review of the action pursuant to Part 9 of the CFTC Regulations.
- (c) The written decision of the Disciplinary Panel will become effective upon the expiration of fifteen (15) days after it is served on the respondent and provided to the Market Regulation Department; *provided, however*, that the SEF may cause the decision to become effective prior to that time to the extent permitted under Part 9 of the CFTC Regulations.

Rule 6014 Sanctions

- (a) After notice and opportunity for hearing in accordance with the SEF Rules, the SEF will impose sanctions on any Person subject to the SEF's jurisdiction, including any Clearing Firm, Customer, Client, Sponsored Participant, Participant, Account Manager, Authorized Trader or Supervised Person, or any Person using a Participant's User ID or login credentials linked to a Participant or User ID, if such Person is found to have violated or to have attempted to violate a SEF Rule or other provision of Applicable Law for which the SEF has disciplinary jurisdiction. All sanctions, including those imposed pursuant to an accepted settlement offer, must take into account the respondent's disciplinary history. In the event of demonstrated customer harm, any sanction must also include full customer restitution, except where the amount of restitution or to whom it should be provided cannot be reasonably determined. Any such sanction (including any fine) shall be commensurate with the violation committed and clearly sufficient to deter recidivism or similar violations by other market participants.

The SEF may impose one or more of the following sanctions or remedies:

- (1) censure;
 - (2) limitation on Trading Privileges, ability to otherwise access the SEF, and/or other activities, functions or operations;
 - (3) suspension of Trading Privileges and/or ability to otherwise access the SEF;
 - (4) fine (subject to Rule 6014(b) below);
 - (5) restitution and/or disgorgement;
 - (6) termination of Trading Privileges and/or ability to otherwise access the SEF;
 - (7) limitation, suspension or termination of rights as a Clearing Firm; or
 - (8) any other sanction or remedy deemed to be appropriate.
- (b) The SEF may impose a fine of up to \$100,000, unless aggravating or mitigating circumstances otherwise warrant as determined by the SEF, for each violation of the SEF Rules or other provision of Applicable Law for which the SEF has disciplinary jurisdiction. The minimum fine for any one violation is \$1,000. If a fine or other amount is not paid within thirty (30) days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the lesser of (i) the quoted prime rate plus three percent, and (ii) the maximum rate of interest permitted by Applicable Law. The SEF has sole discretion to select the bank on whose quotations it will base the prime rate. A Participant will be responsible for paying any fine or other amount imposed on, but not paid by, any of its Supervised Persons.

Rule 6015 Right to Appeal from Disciplinary Panel Decision, Summary Impositions of Fines and Other Summary Actions

- (a) Each respondent found by the Disciplinary Panel to have violated the SEF Rules or other provision of Applicable Law for which the SEF has disciplinary jurisdiction or who is subject to termination or limitation of Trading Privileges, any summary fine imposed pursuant to Rule 6016 or any other summary action may appeal the decision within twenty (20) days of receiving the order of the Disciplinary Panel or the notice of summary action, as the case may be, by filing a notice of appeal with the Chief Compliance Officer.
- (b) The SEF may appeal all or any part of a decision of the Disciplinary Panel, including any sanctions that may or may not have been imposed by the Disciplinary Panel, within twenty (20) days of receiving the order of the Disciplinary Panel, by filing a notice of appeal with the Chief Compliance Officer.
- (c) While an appeal is pending, the effect of the order of the Disciplinary Panel or the summary action (including any sanctions, remedies or costs imposed thereby) shall be suspended.

- (d) The notice of appeal must state in writing the grounds for appeal, including the findings of fact, conclusions or sanctions to which the appellant objects. An appellant may appeal the order of the Disciplinary Panel or any summary action on the grounds that:
- (1) the order or summary action was arbitrary, capricious, an abuse of discretion or not in accordance with the SEF Rules;
 - (2) the order or summary action exceeded the authority or jurisdiction of the Disciplinary Panel, the Chief Compliance Officer or the SEF;
 - (3) the order or summary action failed to observe required procedures;
 - (4) the order or summary action was unsupported by the facts or evidence; or
 - (5) the sanctions, remedies or costs imposed were inappropriate or unsupported by the record.
- (e) The Chief Compliance Officer will forward copies of any notice of appeal received by him or her to all parties to the disciplinary proceeding or summary action, as the case may be, except the appellant. On or before the twentieth (20th) day after filing a notice of appeal, the appellant must file with the Chief Compliance Officer and serve on the appellee a brief supporting the notice of appeal and documents supporting the brief. On or before the twentieth (20th) day after the date on which the appellant serves its supporting brief, the appellee must file and serve its brief in opposition on the Chief Compliance Officer and the appellant. On or before the tenth (10th) day after the date on which the appellee serves its brief in opposition, the appellant may file and serve on the SEF a brief in reply.
- (f) In connection with any appeal, the Market Regulation Department will furnish to the Chief Compliance Officer and to the appellant and appellee a transcript of the hearing and any exhibits introduced at the hearing.
- (g) No later than thirty (30) days after the last submission filed pursuant to paragraph (e) of this Rule 6015, the Chief Compliance Officer or the SEF's Regulatory Services Provider will appoint an Appeals Panel to consider and determine the appeal. An Appeals Panel shall be comprised of three individuals, none of whom shall be a member of the Market Regulation Department or have been a member of the Disciplinary Panel involved in the matters on appeal and at least two of whom would not be disqualified from serving as Public Directors. In addition, each Appeals Panel must include members who have had relevant experience in some capacity (whether as a current or former employee, officer, director, principal, consultant, advisor, service provider or otherwise) working with or for sufficient different Membership Interests so as to ensure fairness and to prevent special treatment or preference for any Person in the conduct of the Appeals Panel's responsibilities. The chair of the Appeals Panel shall be an individual who would not be disqualified from serving as a Public Director.
- (h) Within ten (10) days of being notified of the appointment of the Appeals Panel, an appellant or appellee may seek to disqualify any individual named to the Appeals Panel or any Person designated as chair thereof for the reasons identified in Rule 2500 or in the definition of

Public Director (as the case may be) or on other reasonable grounds, by serving written notice on the Chief Compliance Officer. By not timely filing a request for disqualification, the appellant or appellee will be deemed to have waived any objection to the composition of the Appeals Panel and appointment of its chair. The Chief Compliance Officer will decide the merits of any request for disqualification within his or her sole discretion. Any such decision will be final and not subject to appeal.

- (i) The Appeals Panel may hold a hearing to allow parties to present oral arguments. Any hearing will be conducted privately and confidentially. Notwithstanding the confidentiality of hearings, the Appeals Panel may appoint an expert to attend any hearing and assist in the deliberations if such individual(s) agree to be subject to appropriate confidentiality agreements. In determining procedural and evidentiary matters, the Appeals Panel will not be bound by evidentiary or procedural rules or law.
- (j) The Appeals Panel will only consider on appeal the record before the Disciplinary Panel or, in the case of a summary action, the record considered by the Chief Compliance Officer, the notice of appeal, the briefs filed in support and opposition of the appeal, and any oral arguments of the parties. The Appeals Panel may only consider new evidence when the Appeals Panel is satisfied that good cause exists for why the evidence was not introduced during the disciplinary proceeding or when imposing the summary action.
- (k) After completing its review, the Appeals Panel may affirm, modify or reverse any order of the Disciplinary Panel or summary action under appeal, in whole or in part, including increasing, decreasing or eliminating any sanction or remedy imposed, imposing any other sanction or remedy authorized by the SEF Rules, or remanding the matter to the same or a different Disciplinary Panel for further disciplinary proceedings or for reconsideration by the Chief Compliance Officer in the case of summary action. The Appeals Panel may order a new hearing for good cause or if the Appeals Panel deems it appropriate.
- (l) As promptly as reasonably possible following its review, the Appeals Panel will issue a written decision on appeal rendering its decision based on the preponderance of the evidence before the Appeals Panel and will provide a copy to the Chief Compliance Officer, the appellant and the appellee. The decision of the Appeals Panel will include a statement of findings of fact and conclusions for each finding, sanction, remedy and cost reviewed on appeal, including each specific SEF Rule and other provision of Applicable Law for which the SEF has disciplinary jurisdiction that the respondent is found to have violated, if any, and the imposition of sanctions, remedies and costs, if any, and the effective date of each sanction, remedy or cost.
- (m) The Appeals Panel's written order on appeal (including findings of fact and conclusions and the imposition of sanctions, remedies and costs, and the effective date of any sanction, remedy cost) will be the final action of the SEF and will not be subject to appeal within the SEF; *provided, however*, that any suspension, expulsion, disciplinary or access denial action or other adverse action by the SEF may (to the extent required thereby) be subject to review by the CFTC pursuant to Part 9 of the CFTC Regulations.

Rule 6016 Summary Imposition of Fines

- (a) Notwithstanding any other provision of this Chapter 6, the SEF may, based on a determination made by the Regulatory Oversight Committee and without the need for any formal disciplinary procedures, summarily impose a fine against a Participant, Sponsored Participant, Account Manager, Authorized Trader, Client, Customer, Supervised Person or any other Person using a User ID of a Participant or login credentials linked to a Participant or User ID for failure to:
- (1) comply with the requirements set forth in Rule 4013.A.(k)(1)(ii);
 - (2) make timely and accurate submissions to the SEF of notices, reports or other information required by the SEF Rules;
 - (3) make timely payments of assessments, fees, costs, charges or fines to the SEF; or
 - (4) keep any books and records required by the SEF Rules.

Investigations of possible violations of any of the foregoing shall be conducted by the Market Regulation Department in accordance with Rule 6001, but otherwise actions taken pursuant to this Rule 6016 shall be made in accordance with the procedures set forth herein rather than the procedures set forth in the remainder of this Chapter 6. The authority to impose a summary fine under this Rule 6016 does not prevent the Chief Compliance Officer from submitting any Investigation Report to a Review Panel in accordance with the formal disciplinary procedures of this Chapter 6 if the Regulatory Oversight Committee elects not to impose such a summary fine.

- (b) The Market Regulation Department will give notice of any fine determined to be imposed by the Regulatory Oversight Committee pursuant to this Rule 6016 to each Participant or other Person subject thereto. The notice will specify:
- (1) the violations of the SEF Rules for which the fine is being imposed;
 - (2) the date of the violation for which the fine is being imposed; and
 - (3) the amount of the fine.
- (c) Within twenty (20) days of serving the notice of fine, the Participant or other Person subject thereto, as the case may be, must either pay or cause the payment of the fine. If a fine or other amount is not paid within twenty (20) days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the lesser of (i) the quoted prime rate plus three percent, and (ii) the maximum rate of interest permitted by Applicable Law. The SEF has sole discretion to select the bank on whose quotations it will base the prime rate. A Participant will be responsible for paying any fine or other amount imposed on, but not paid by, any of its Supervised Persons.
- (d) The SEF will set the amount of any fines imposed pursuant to this Rule 6016 at no less than \$1,000 per violation, with the maximum fine for each violation not to exceed \$5,000.

Recurring violations will be subject to progressively larger fines. Summary imposition of fines pursuant to this Rule 6016 will not preclude the SEF from bringing any other action against the Participant or any other Person.

Rule 6017 Warning Letters

The SEF authorizes the Market Regulation Department to issue a warning letter to a Person or entity under investigation or to recommend that a Disciplinary Panel take such an action. A warning letter issued in accordance with this Rule 6017 is not a penalty or an indication that a finding of a violation has been made. A copy of a warning letter issued by the Market Regulation Department will be included in the Investigation Report. No more than one warning letter for the same potential violation may be issued to the same Person or entity during a rolling 12-month period.

Rule 6018 Summary Access Denial Actions

- (a) The Chief Compliance Officer, upon a good faith determination that there is a reasonable belief that such immediate action is necessary to protect the best interests of the SEF, may summarily suspend, revoke, limit, condition, restrict or qualify the Trading Privileges of a Participant, Sponsored Participant or any Supervised Person, including denial of access to the SEF.
- (b) Non-Participants, including Customers and Clients, may be denied access to the SEF by the Chief Compliance Officer upon a good faith determination that there are substantial reasons to believe that such immediate action is necessary to protect the best interests of the SEF.
- (c) If practicable, a respondent must be served with a notice before the action is taken or otherwise at the earliest possible opportunity. The notice must state the action taken, the reasons for the action, and the effective date, time and the duration of the action taken. The party shall be advised of his right to a hearing, as soon as reasonably practicable, before a Disciplinary Panel by filing notice of intent with the Market Regulation Department within ten (10) Business Days of the notice date.
- (d) Any suspension, revocation, limitation, condition, restriction or qualification imposed on any Participant, Supervised Person or non-Participant (including Sponsored Participants, Customers and Clients) pursuant to this Rule 6018 will be impartially enforced.
- (e) Any denial, conditioning or termination that represents a suspension, expulsion, disciplinary or access denial action or other adverse action within the meaning of Part 9 of the CFTC Regulations may (to the extent required thereby) be subject to review by the CFTC pursuant to Part 9 of the CFTC Regulations.

Rule 6019 Rights and Responsibilities after Suspension, Temporary Deactivation or Termination

- (a) When a Person's Trading Privileges and/or ability to otherwise access the SEF are suspended or temporarily deactivated in accordance with Rule 3105(c), none of its rights

(including the right to hold oneself out to the public as a Participant or Authorized Trader, enter Orders into the SEF, submit Block Trades to the SEF, and receive Participant rates for fees, costs, and charges) will apply during the period of the suspension or deactivation, except for the right of the Person in question to assert claims against others as provided in the SEF Rules. Any such suspension or deactivation will not affect the rights of creditors under the SEF Rules or relieve the Person in question of its, his or her obligations under the SEF Rules to perform any Swaps entered into before the suspension or deactivation, or for any SEF fees, costs, or charges incurred during the suspension or deactivation. The SEF may discipline a suspended or deactivated Person under this Section 6 for any violation of the SEF Rules or other provision of Applicable Law committed by such Person before, during or after the suspension or deactivation.

- (b) When a Person's Trading Privileges and/or ability to otherwise access the SEF are terminated, all of its related rights will terminate, except for the right of the Person in question to assert claims against others, as provided in the SEF Rules. Any such termination will not affect the rights of creditors under the SEF Rules.
- (c) When a Person's Trading Privileges and/or ability to otherwise access the SEF are terminated, such person will pay to the SEF all assessments, fees, costs, charges and fines due through the termination date (unless such Person shall have previously provided the SEF with written notice of a bona fide dispute in assessments, fees, costs and charges in which case such Person will pay all undisputed fees due through the termination date or unless any such fine is then the subject of an appeal, in which case such fine shall be due in accordance with the procedures applicable to such appeal).
- (d) The SEF will not consider the application of a terminated Participant or Authorized Trader if such Participant or Authorized Trader, as the case may be, continues to fail to appear at disciplinary proceedings without good cause or continues to impede the progress of disciplinary proceedings.
- (e) A suspended, deactivated or terminated Person remains bound by the SEF Rules and subject to the jurisdiction of the SEF with respect to any and all matters arising from, related to or in connection with, the status, actions or omissions of such Person prior to such suspension, deactivation or termination, and must cooperate in any inquiry, investigation, disciplinary proceeding, appeal of disciplinary proceedings, summary suspension or other summary action as if the suspended, deactivated or terminated Person still had Trading Privileges or ability to otherwise access the SEF.

Rule 6020 Notice to the Respondent, the Regulatory Services Provider and the Public; Effectiveness of Disciplinary and Access Denial Actions

- (a) The SEF will provide written notice of disciplinary proceedings and of any access denial actions pursuant to Rule 3103 or 6018 to the relevant parties and the Regulatory Services Provider consistent with applicable CFTC Regulations. Whenever the SEF suspends, expels, fines or otherwise disciplines or denies any Person access to the SEF, the SEF will make the disclosures and notifications required by Part 9 of the CFTC Regulations

(including by any of the alternative methods available thereunder) and any other applicable CFTC Regulations.

- (b) Without limiting the generality of the foregoing, the SEF shall, in accordance with the requirements of CFTC Regulation 9.11, provide written notice of its final decision regarding any disciplinary or access denial action to the Person against whom the action was taken within thirty (30) days of rendering such decision. Pursuant to CFTC Regulation 9.12, any disciplinary or access denial action taken will not become effective until at least fifteen (15) days after the written notice is delivered to the Person disciplined or denied access; *provided, however*, that the SEF may cause a Disciplinary Action to become effective prior to that time in accordance with CFTC Regulation 9.12.

Rule 6021 Costs

- (a) Regardless of the outcome of any disciplinary proceeding, the Disciplinary Panel may order a respondent to pay some or all of the costs associated with the disciplinary proceedings if the Disciplinary Panel concludes that the respondent has behaved in a manifestly unreasonable manner. Costs may include costs associated with the inquiry or investigation, the prosecution by the Market Regulation Department, legal and professional assistance, the hearing and administrative and other expenses incurred by the Disciplinary Panel.
- (b) The Disciplinary Panel may only award costs against the SEF if the panel concludes that the SEF has behaved in a manifestly unreasonable manner in the commencement or conduct of the disciplinary proceedings in question. The Disciplinary Panel must limit any award of costs against the SEF to an amount that the panel concludes is reasonable and appropriate, but does not exceed the respondent's costs for external legal or other external professional assistance.
- (c) The Disciplinary Panel may determine the amounts and allocation of costs in any manner it may deem appropriate. The SEF or the respondent will pay any costs ordered to be paid by it by the Disciplinary Panel within thirty (30) days of written notice of the amount imposed by the Disciplinary Panel. If costs are not paid within twenty (20) days of the date that it becomes payable, then interest will accrue on the sum from the date that it became payable at the lesser of (i) the quoted prime rate plus three percent and (ii) the maximum rate of interest permitted by applicable law. The SEF has sole discretion to select the bank on whose quotations it will base the prime rate. Participant will be responsible for paying any costs imposed on, but not paid by, any of its Supervised Persons.

Rule 6022 *Ex Parte* Communications

- (a) A Person subject to a disciplinary proceeding or an appeal from a disciplinary proceeding (and any counsel or representative of such Person) and the Market Regulation Department (and any counsel or representative of the Market Regulation Department) shall not knowingly make or cause to be made an *ex parte* communication relevant to the merits of a disciplinary proceeding or an appeal from a disciplinary proceeding to any member of the Disciplinary Panel or Appeals Panel hearing such proceeding.

- (b) Members of a Disciplinary Panel or an Appeals Panel shall not knowingly make or cause to be made an *ex parte* communication relevant to the merits of a disciplinary proceeding or an appeal from a disciplinary proceeding to any Person subject to such proceeding (and any counsel or representative of such Person) or the Market Regulation Department (and any counsel or representative of the Market Regulation Department).
- (c) Any Person who receives, makes or learns of any communication that is prohibited by this Rule 6022 shall promptly give notice of such communication and any response thereto to the Market Regulation Department and all parties to the proceeding to which the communication relates.
- (d) A Person shall not be deemed to have violated this Rule 6022 if the Person refuses an attempted communication concerning the merits of a proceeding as soon as it becomes apparent the communication concerns the merits.

Rule 6023 [Reserved]

Rule 6024 Extension or Waiver of the SEF Rules

If necessary and expedient, the Chief Compliance Officer may, in his or her sole discretion, waive, or extend the time period for performing, any act or acts designated by the SEF Rules, but only to the extent such waiver or extension is not inconsistent with the CEA, CFTC Regulations or other applicable regulations.

Rule 6025 Effect of Amendment, Repeal or New SEF Rule

- (a) If an amendment or repeal of a SEF Rule or adoption of a new SEF Rule does not materially change the terms or conditions of a Swap and does not affect the value of open Swaps, then the effective date of any amendment or repeal of a SEF Rule or adoption of a new SEF Rule relating to Swaps is binding on all Swaps entered into before and after the effective date of such amendment, repeal or adoption.
- (b) If an amendment or repeal of a SEF Rule or adoption of a new SEF Rule materially changes the terms or conditions of a Swap or affects the value of open Swaps, then the amendment, repeal or new SEF Rule is binding only on Swaps listed for trading after the effective date of such amendment, repeal or adoption, and Swaps listed as of the effective date of such amendment, repeal or adoption with no open positions then in existence, unless otherwise specifically provided by the Board.

Rule 6026 [Reserved]

Rule 6027 Governing Law, Jurisdiction and Dispute Resolution

- (a) The law of the State of New York governs the SEF Rules regardless of the laws that would otherwise apply under applicable choice-of-law principles.
- (b) Any dispute between the SEF and a Person arising from or in connection with the SEF Rules or use of the SEF must be brought to arbitration pursuant to subsection (c) of this

Rule 6027 within two (2) years from the occurrence of the event giving rise to the dispute. This Rule 6027 shall in no way create a cause of action nor authorize an action that would otherwise be prohibited by the SEF Rules.

- (c) Any dispute between the SEF and a Person arising from or in connection with the SEF Rules will be settled by arbitration administered in New York County, New York by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. The dispute will be submitted to one arbitrator who will be appointed by the AAA. Any arbitrator appointed for purposes of this Rule 6027 will have experience with and knowledge of commodities, derivatives and Swaps as listed on the National Roster of Arbitrators kept in the AAA’s records. Judgment on the award rendered by the arbitrator will be binding on the parties and may be entered in any state or federal court sitting in New York County, New York, and the SEF and each Person shall be deemed to have consented to the personal jurisdiction of any such court. Each party to the dispute will bear its own costs and expenses in connection with any arbitration hereunder, as well as an equal share of the administrative fees and the fees of the arbitrator; *provided, however*, that the arbitrator will be entitled to include in any award a full reimbursement for the prevailing party’s costs and expenses, such party’s share of the administrative fees and the fees of the arbitrator, or any combination of any or all of the above. In the event that this Rule 6027 is held to be unenforceable in connection with any dispute or a claim is deemed by a court of competent jurisdiction to be not arbitrable, (i) exclusive jurisdiction for any such dispute will reside in any state or federal court sitting in New York County, New York, (ii) the SEF and the Person involved in the dispute will be presumed to have submitted to the personal jurisdiction of any such court, and (iii) an action to enforce any judgment or decision of such court may be brought in the same court or in any other court with jurisdiction or venue. Finally, all Persons unconditionally and irrevocably waive any and all right to trial by jury in connection with any such dispute.

Rule 6028 Limitation of Liability, Indemnity

- (a) UNLESS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF THE SEF, THE SEF, ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (EACH A “RELATED PARTY” AND COLLECTIVELY “RELATED PARTIES”) HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, TO PARTICIPANTS OR TO THIRD PARTIES, FOR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF THE SEF SERVICES OR FOR DELAYS OR OMISSIONS OF THE SEF SERVICES, OR FOR THE FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN PARTICIPANT ACCESS TO THE SEF SERVICES, OR FOR ANY INTERRUPTION IN OR DISRUPTION OF A PARTICIPANT’S ACCESS OR ANY ERRONEOUS COMMUNICATIONS BETWEEN THE SEF AND A PARTICIPANT. THE SEF AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH A PARTICIPANT OR ANY THIRD PARTY MAY INCUR OR EXPERIENCE BECAUSE THE PARTICIPANT ENTERED INTO THESE TERMS OR RELIED ON THE SEF

SERVICES, EVEN IF THE SEF KNOWS OF THE POSSIBILITY OF THOSE DAMAGES. THE SEF AND ITS RELATED PARTIES ARE NOT RESPONSIBLE FOR INFORMING A PARTICIPANT OF ANY DIFFICULTIES THE SEF OR OTHER THIRD PARTIES EXPERIENCE CONCERNING USE OF THE SEF SERVICES OR TO TAKE ANY ACTION IN CONNECTION WITH THOSE DIFFICULTIES. THE SEF AND ITS RELATED PARTIES ALSO HAVE NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED IN THE SEF SERVICES. EACH PARTICIPANT IS SOLELY RESPONSIBLE FOR ANY LOSSES, DAMAGES OR COSTS RESULTING FROM THE PARTICIPANT'S RELIANCE ON ANY DATA OR INFORMATION THAT THE SEF MAY PROVIDE IN CONNECTION WITH A PARTICIPANT'S USE OF THE SEF SERVICES.

- (b) THE SEF DOES NOT MAKE ANY RECOMMENDATION AS TO THE SUITABILITY OF ANY INVESTMENT OR PROPOSED TRANSACTION. EACH PARTICIPANT ACKNOWLEDGES THAT THE SEF WILL NOT, AND ARE UNDER NO DUTY TO, PROVIDE ADVICE IN RELATION TO ANY SUCH TRANSACTION OR PROPOSED TRANSACTION THROUGH ANY SEF SERVICE. EACH PARTICIPANT AGREES THAT (i) THE SEF SERVICES ARE NOT AND WILL NOT BE THE BASIS FOR ANY OF INVESTMENT DECISIONS BY A PARTICIPANT AND (ii) PARTICIPANTS ARE SOLELY RESPONSIBLE FOR (A) ANY INVESTMENT OR TRADING DECISIONS THAT THE PARTICIPANT MAKES WITH RESPECT TO THE PRODUCTS AVAILABLE VIA ANY SEF SERVICE AND (B) DETERMINING WHETHER ANY TRANSACTION IS SUITABLE, APPROPRIATE OR ADVISABLE FOR THE PARTICIPANT OR SPONSORED PARTICIPANT OR CLIENTS OR CUSTOMERS. PROVISION OF THE SEF SERVICES DOES NOT MAKE THE SEF AN ADVISOR OR FIDUCIARY FOR A PARTICIPANT, SPONSORED PARTICIPANT, CLIENT OR CUSTOMER. THESE TERMS DO NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY SECURITIES OR OTHER INSTRUMENTS. IN ADDITION, THE SEF SERVICES DO NOT INCLUDE ANY INVESTMENT, FINANCIAL, LEGAL OR TAX ADVICE WHICH PARTICIPANT MAY DESIRE OR NEED IN CONNECTION WITH ANY TRANSACTION. PARTICIPANTS ARE RESPONSIBLE FOR OBTAINING ANY LEGAL OR TAX ADVICE.
- (c) IF A THIRD PARTY CLAIMS THAT THE SEF SERVICES INFRINGE UPON ITS PATENT COPYRIGHT, OR TRADE SECRET, OR ANY SIMILAR INTELLECTUAL PROPERTY RIGHT, THE SEF WILL DEFEND THE PARTICIPANT AGAINST THAT CLAIM AT THE SEF'S EXPENSE AND PAY ALL DAMAGES THAT A COURT FINALLY AWARDS, PROVIDED THAT THE PARTICIPANT PROMPTLY NOTIFY THE SEF IN WRITING OF THE CLAIM AND COOPERATE WITH THE SEF IN THE DEFENSE OR ANY RELATED SETTLEMENT NEGOTIATIONS. THE SEF SHALL HAVE SOLE CONTROL OVER THE DEFENSE AND ANY NEGOTIATION FOR ITS SETTLEMENT OR COMPROMISE. IF SUCH A CLAIM IS MADE OR IS LIKELY TO BE MADE, THE SEF SHALL, AT THE SEF'S SOLE OPTION, HAVE THE RIGHT TO TAKE ONE OR MORE OF THE FOLLOWING ACTIONS AT NO ADDITIONAL COST TO THE PARTICIPANT: (i) PROCURE THE RIGHT FOR THE PARTICIPANT TO CONTINUE THE USE OF THE SEF SERVICES; (ii) REPLACE THE SEF SERVICES WITH NON-INFRINGING SOFTWARE; OR (iii) MODIFY THE SEF

SERVICES SO AS TO BE NON-INFRINGEMENT. IF THE SEF DETERMINE THAT NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE PARTICIPANT AGREES TO IMMEDIATELY TERMINATE ITS USE OF THE SEF SERVICES ON THE SEF'S WRITTEN REQUEST. HOWEVER, THE SEF HAS NO OBLIGATION FOR ANY CLAIM BASED ON THE SEF'S USE OF THE SEF SERVICES IN ANY MANNER INCONSISTENT WITH THESE TERMS, PARTICIPANT'S MODIFICATION OF THE SEF SERVICES OR PARTICIPANT'S COMBINATION, OPERATION, OR USE OF THE SEF SERVICES WITH ANY PRODUCT, DATA, OR APPARATUS NOT SPECIFIED OR PROVIDED BY THE SEF, PROVIDED THAT SUCH CLAIM SOLELY AND NECESSARILY IS BASED ON SUCH COMBINATION, OPERATION OR USE, OR FOR CONTINUED ALLEGEDLY INFRINGING ACTIVITY BY THE PARTICIPANT AFTER THE PARTICIPANT HAVE BEEN NOTIFIED OF POSSIBLE INFRINGEMENT, UNLESS APPROVED IN ADVANCE BY THE SEF. THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE REMEDY FOR PARTICIPANTS WITH REGARD TO ANY OF THE ABOVE INFRINGEMENTS OR ALLEGED INFRINGEMENTS.

- (d) WITH THE EXCEPTION OF THE PROVISIONS OF RULE 6028(c), THE SEF'S LIABILITY AND THE COLLECTIVE LIABILITY OF THE SEF'S RELATED PARTIES AND THE THIRD PARTY SERVICE PROVIDERS SELECTED BY THE SEF, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) OR IN ANY WAY CONNECTED TO A PARTICIPANT'S USE OF THE SEF SERVICES WILL NOT EXCEED \$500,000 UNLESS CAUSED DIRECTLY BY THE SEF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (e) NONE OF THE ABOVE WILL LIMIT PARTICIPANT'S RIGHTS AND REMEDIES OTHERWISE AVAILABLE UNDER THE STATE OR FEDERAL SECURITIES LAWS, CFTC REGULATIONS OR THE CEA.

Section 7 EMERGENCIES

Rule 7000 Emergency Rules

- (a) During an Emergency, the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available), in consultation with the CFTC and/or any relevant DCO, as necessary, may implement temporary emergency procedures and rules (“Emergency Rules”), subject to the applicable provisions of the CEA and CFTC Regulations. Emergency Rules may require or authorize the SEF, the Board, any committee of the Board, the CEO or any other Officer to take Emergency Action necessary or appropriate to respond to the Emergency. If applicable, the SEF may provide for the carrying out of Emergency Actions through its agreements with its Regulatory Services Provider.
- (b) Before any Emergency Rule may be adopted and enforced, a required vote of the Board must approve the enforcement of such Emergency Rule at a duly convened meeting. Directors may attend such a meeting by teleconference and such meeting may, if necessary, be conducted pursuant to Rule 2100(c). Notwithstanding, if the CEO (or, if the CEO is not available, the most senior Officer that is available) determines that Emergency Rules must be implemented with respect to an Emergency before a meeting of the Board can reasonably be convened, then the CEO (or such seniormost Officer) shall have the authority, without Board action, to implement any Emergency Rules with respect to such Emergency that he or she deems necessary or appropriate to respond to such Emergency. In such circumstances, the CEO (or such seniormost Officer) must convene a meeting of the Board (which may, if necessary, be conducted pursuant to Rule 2100(c)) as soon as practicable thereafter. Notwithstanding that the Board does not ratify or approve extending or making permanent any Emergency Rules implemented by the CEO or seniormost Officer pending convening of the Board meeting, all actions previously taken in accordance with such Emergency Rules shall remain binding and valid.
- (c) Whenever the SEF, the Board, any committee of the Board, the CEO or any other Officer takes actions necessary or appropriate to respond to an Emergency in accordance with any Emergency Rule, a duly authorized representative of the SEF, where possible, will post an announcement in a Notice to Participants. When the Board and/or the CEO (or, if the CEO is not available, the most senior Officer that is available) determines that the Emergency has been reduced sufficiently to allow the SEF to resume normal functioning, any such actions responding to an Emergency will be terminated.
- (d) The SEF will use reasonable efforts to notify the CFTC prior to implementing, modifying or terminating an Emergency Rule. If such prior notification is not possible or practicable, the SEF will notify the CFTC as soon as possible or reasonably practicable but in all circumstances within twenty-four (24) hours of the implementation, modification or termination of such Emergency Rule.
- (e) Upon taking any action in response to an Emergency, the SEF will document the decision-making process related to such action. Such documentation will be kept for at least five (5)

years following the date on which the Emergency ceases to exist or to affect the SEF, and all such documentation will be provided to the CFTC upon request.

Section 8
RECORDKEEPING AND REPORTING

Rule 8000 Maintenance of Books and Records by the SEF

- (a) The SEF shall keep, or cause to be kept, all books and records required to be maintained by it pursuant to the CEA and the CFTC Regulations, including CFTC Regulations 37.1001 and 45.2. Such records shall include, without limitation, a complete audit trail for all Swaps executed on or subject to the SEF Rules, investigatory files and disciplinary files.
- (b) The SEF shall retain all books and records related to a Swap executed on or pursuant to the SEF Rules throughout the life of the Swap and for a period of at least five (5) years following the final termination of the Swap and shall retain all other books and records for a period of at least five (5) years, in each case, in the form and manner required under the CEA and CFTC Regulations, including CFTC Regulations 1.31, 45.2 and 37.1001.
- (c) All books and records required to be maintained by the SEF shall be open to inspection upon request by any representative of the CFTC, the United States Department of Justice or the SEC or by any representative of a prudential regulator as authorized by the CFTC. In addition, all audit trail data and reconstructions shall be made available to the CFTC or the United States Department of Justice in a form, manner and time that is acceptable to the CFTC or the United States Department of Justice, as applicable.
- (d) The SEF may disclose, to any Government Agency, Self-Regulatory Organization or other Person, information concerning or associated with a Participant or other Person if the SEF believes such disclosure is necessary and appropriate in exercising a legal or regulatory function, whether or not a formal arrangement governing the disclosure exists or a request for information was made.

Rule 8001 Order Information

- (a) Each Authorized Trader entering an Order with respect to any Swap traded on or subject to the SEF Rules must include with the Order, all data required to enable the SEF to meet its reporting obligations under Parts 43 and 45 of the CFTC Regulations, including without limitation:
 - (1) the User ID;
 - (2) the Participant ID;
 - (3) the Legal Entity Identifier of the Participant and, where the Participant is acting as agent, of the Customer or Client, with respect to the Swap for which the Order is placed;
 - (4) the price or yield, quantity and maturity or expiration date of the Swap;
 - (5) side of the Order;

- (6) the Customer Type Indicator Code (as specified below);
- (7) a yes/no indication of whether the Participant, Customer or Client is a Swap Dealer;
- (8) a yes/no indication of whether the Participant, Customer or Client is a Major Swap Participant;
- (9) a yes/no indication of whether the Participant, Customer or Client is a Financial Entity;
- (10) a yes/no indication of whether the Participant, Customer or Client is a U.S. person;
- (11) if the Swap will be allocated:
 - (i) an indication that the Swap will be allocated;
 - (ii) the Legal Entity Identifier of the Account Manager acting as agent;
 - (iii) a yes/no indication of whether the Account Manager acting as agent is a U.S. person;
 - (iv) an indication of whether the Swap is a post-allocation Swap;
 - (v) if the Swap is a post-allocation Swap, the account and Legal Entity Identifier for each Client that received allocations; and
 - (vi) if the Swap is a post-allocation Swap, the USI of the original Transaction between the Reporting Counterparty and the Account Manager acting as agent;
- (12) if applicable, an indication that the Participant, Customer or Client will elect to rely on a Clearing Exception for any Swap resulting from the Order and a description of the applicable Clearing Exception;
- (13) a yes/no indication of whether the Order is part of a Package Transaction;
- (14) if the Order is part of a Package Transaction, a description of the Transaction;
- (15) an indication of whether the Order is a Prime Brokerage Order; and
- (16) if a Prime Brokerage Order, the identity of the relevant Prime Broker.

For purposes of this Rule 8001(a), the “Customer Type Indicator Codes” are as follows:

- CTI 1 – Orders for the proprietary account of a Participant that is natural person.
- CTI 2 – Orders for the proprietary account of a Participant that is not a natural person.

- CTI 3 – Order entered by a Participant for the proprietary account of another Participant or for an account which the other Participant controls or has an ownership or financial interest in.
 - CTI 4 – Any order not meeting the definition of CTI 1, 2 or 3, including those entered by Introducing Brokers on behalf of a Customer.
- (b) Participants and ISVs that operate systems that route orders to the SEF are responsible for maintaining or causing to be maintained a routing/front-end audit trail for all Orders, which shall include Order entry, modification and cancellation and any SEF responses to such messages. For executed Orders, such audit trail must record the execution time of the Transaction, along with all fill information. Participants and ISVs shall maintain audit trail information as required by Applicable Law and must have the ability to produce audit trail data in a reasonably usable format upon request of the SEF. The SEF will enforce these audit trail and recordkeeping requirements by conducting an annual review of all Participants to verify their compliance with the SEF’s audit trail and recordkeeping requirements.

Rule 8002 Books and Records

- (a) Each Member, Customer, Client and Clearing Member must prepare and keep, or cause to be kept, all books, ledgers and other records relating to its activity on the SEF required to be kept by it pursuant to Applicable Law, and must prepare and keep such other books and records relating to its SEF activity as the SEF may from time to time prescribe. Such books and records must include, as applicable, records of such Person’s trading, including records of the Person’s activity in the index or instrument used as a reference price, the underlying commodity and related derivatives markets, and records of all non-swap components of Package Transactions. Each such Person shall retain all required books and records in accordance with Applicable Law, including the applicable provisions of CFTC Regulations 1.31 and 45.2, and shall make such books and records available, upon request, to the SEF, the SEF’s Regulatory Services Provider, the CFTC or the United States Department of Justice and as otherwise required by Applicable Law.
- (b) In addition to the information required by subsection (a) of this Rule 8002, each Member must comply with all applicable requirements of CFTC Regulation 1.35.
- (c) If a Participant cannot enter an Order received from its Customer into the SEF, either directly or indirectly through an Execution Specialist, the Participant must immediately create an electronic record that includes the account identifier that relates to the Customer, time of receipt and terms of the Order.
- (d) Each Person required to keep records in accordance with this Rule 8002 shall keep all books and records in accordance with the SEF Rules for a period of five (5) years from the date on which they are first prepared unless otherwise provided in the SEF Rules or other Applicable Law. Such books and records shall be readily accessible during the first two (2) years of such five-year period, unless otherwise provided in the SEF Rules or other Applicable Law. Each such Person that is a counterparty to a Swap on the SEF or pursuant

to the SEF Rules shall retain all books and records related to such Swap for the life of the Swap and for a period of at least five (5) years following the final termination of the Swap. Each such Person that is a counterparty to an Uncleared Swap on the SEF or pursuant to the SEF Rules shall notify the SEF of any extension of the final termination of the Swap beyond the original stated maturity in order to enable the SEF to comply with Rule 8000(b) and the SEF's obligations under Applicable Law.

- (e) The SEF may require a Member, Customer or Client to furnish any information in connection with such Person's activities on the SEF including (i) information relating to Swaps executed on the SEF or pursuant to the SEF Rules, on or pursuant to the rules of other swap execution facilities, DCMs or in related derivatives markets or to transactions or positions in the products underlying, related to or indexed to those Swaps or to which those Swaps are indexed (in whole or in part), and (ii) information requested by a Government Agency relating to the SEF and/or the SEF's compliance with Applicable Law that the SEF believes is maintained by, or otherwise in the possession or control of, such Person.
- (f) Each Authorized Trader shall prepare and keep, or cause to be kept, all books, ledgers and other records relating to its activity on the SEF as may be required to enable its related Member to comply with such Member's obligations under this Rule 8002. Each Authorized Trader shall not knowingly take any action that would cause its associated Member to fail to comply with Rule 8002(d), and each Authorized Trader shall cooperate as necessary to enable its associated Member to comply with such Member's obligations under Rule 8002(e).
- (g) Without limiting the generality of the foregoing, with respect to any Swap that has been allocated following execution on the SEF or pursuant to the SEF Rules, all Members, Customers and Clients must prepare and keep, or cause to be kept, all books, ledgers and other records as may be necessary to provide relevant information with respect to such post-trade allocation and will furnish such information to the SEF if the SEF, at the request of the CFTC or otherwise, requests such information. This Rule 8002(g) is intended to comply with the conditions of the no-action relief granted by the CFTC's Division of Market Oversight in No-Action Letter 17-54, expiring at 11:59 p.m. (Eastern Time) on November 15, 2020. If such no-action relief is extended, upon and to the extent of such extension, the provisions of this Rule 8002(g) will continue apply.

Rule 8003 Recordkeeping Requirements for Block Trades

Block Trades submitted to the SEF in accordance with Rule 4016(b) must comply with the following recordkeeping requirements:

- (a) Block Trades must be submitted in the form of a written or electronic record and must include information meeting the requirements of Rule 8001, including, without limiting the generality of the foregoing, Legal Entity Identifier information required by Rule 8001(8) with respect to parties and, where required, their agents, and a timestamp reflecting the date and time that the submission was received by the SEF.

- (b) The record shall also include a timestamp reflecting the date and time that the Transaction was executed or cancelled to the nearest millisecond.

Rule 8004 Access to Position Information

Without limiting any provision of these SEF Rules, the SEF and any Regulatory Services Provider, shall have the authority to obtain from any Participant, Sponsored Participant, Account Manager, Customer or Client, or Supervised Person information with respect to positions of such Person or any Sponsored Participant, Customer or Client, or Supervised Person. This authority shall include the authority to obtain information concerning positions maintained at other firms, and it shall be the obligation of a Participant receiving such an inquiry to obtain such information from its Account Manager, Sponsored Participant, Customer, Client, or any Supervised Person. In the event a Participant Sponsored Participant, Customer, Client, or any Supervised Person fails to provide the requested information the SEF, in addition to any other remedy provided in these SEF Rules, may order that the Participant, Account Managers, Sponsored Participant, Customer, Client, or any Supervised Person liquidate the positions that are related to the inquiry.

Rule 8005 Reporting to a Swap Data Repository

- (a) The SEF will report each Swap executed on the SEF or pursuant to the SEF Rules as soon as technologically practicable after execution to an Approved SDR in compliance with Parts 43 and 45 of the CFTC Regulations. For all Swaps executed on the SEF or pursuant to the SEF Rules, the SEF will report all swap transaction and pricing data required to be reported by Part 43 of the CFTC Regulations and all “primary economic terms data” (as defined in CFTC Regulation 45.1) required by Part 45 of the CFTC Regulations. In addition, for Uncleared Swaps, the SEF will report any “confirmation data” (as defined in CFTC Regulation 45.1) that is readily available and collected by the SEF.
- (b) All Swaps executed on the SEF or pursuant to the SEF Rules will be reported to DTCC Data Repository (U.S.) LLC (“DDR”), except that Swaps in the commodities asset class will be reported to the Approved SDR selected by the parties prior to executing the relevant Swap. The SDRs that are currently “Approved SDRs” are: (i) DDR; (ii) Chicago Mercantile Exchange Inc.; and (iii) ICE Trade Vault.
- (c) The Reporting Counterparty for each Swap shall be established pursuant to CFTC Regulation 45.8. If the identity of the Reporting Counterparty cannot be established under CFTC Regulation 45.8, the ISDA Reporting Counterparty Rules shall be applied as provided in Appendix A hereto.
- (d) If at any time the Reporting Counterparty for a Transaction that was executed on the SEF or pursuant to the SEF Rules becomes aware of an error or omission in the swap transaction or pricing data that was reported with respect to such Transaction, either through its own initiative or through notice by the other party to the Transaction, such party shall promptly notify the SEF of the error and/or correction. Upon receiving a notification from the Reporting Counterparty or otherwise becoming aware of an error or omission in the swap transaction or pricing data reported with respect to a Transaction executed on the SEF or pursuant to the SEF Rules, the SEF shall promptly submit corrected data to the same Swap

Data Repository to which the Transaction was previously reported. For the avoidance of doubt, if a Transaction was incorrectly executed, Rule 5103 shall apply.

- (e) No Person shall submit or agree to submit a cancellation or correction for the purpose of re-reporting swap transaction and pricing data in order to gain or extend a delay in public dissemination of accurate swap transaction or pricing data or to otherwise evade Applicable Law, including the reporting requirements set forth in Part 43 of the CFTC Regulations.

Rule 8006 Timely Publication of Trading Information

The SEF will publish trading information as required by Core Principle 9 of Part 37 and by Part 16 of the CFTC Regulations.

Section 9 SYSTEM PROTOCOLS

Rule 9000 Voice RFQ System Protocol

Definitions

“*Indication of Interest*” means a price provided by a Voice RFQ Participant ~~at the beginning start of the trading day~~ that is not the initiation of an RFQ or an Order.

“*Initiator*” means a Participant that begins an RFQ by contacting an Execution Specialist.

“*Initiation*” means an RFQ that is submitted by a Participant to an Execution Specialist.

“*Interest Stack*” means the order of Indications of Interest received from Participants at the start of the trading day in price, time priority.

“*Responder*” means a Recipient of an Initiator’s RFQ who subsequently provides an Order to the Execution Specialist in response.

“*Response*” means an Order provided by a Responder to an Execution Specialist.

“*RFQ Stack*” means the order of RFQ Initiations and Responses that are received in price, time priority.

“*Outright Spreadover*” means a Package Transaction that has only two components: (i) a Swap component; and (ii) a U.S. Treasury Security component.

“*Voice RFQ*” or “*vRFQ*” means a RFQ that is submitted in accordance with the procedures in Rule 4003.D. All RFQs are considered Non-Directed unless otherwise instructed by the Participant (Participants may request Directed RFQs).

“*Voice RFQ Participant*” means a Participant that on a particular trading day is in the Interest Stack or the RFQ Stack.

All capitalized terms not otherwise defined in this Voice RFQ System Protocol shall have the meanings ascribed to them in the SEF Rulebook.

Trading Hours

RFQ market operates 24 hours a day, Monday through Friday.

Contracts Offered for Trading

All Required USD, GBP and EUR denominated Interest Rate Swap products.

Required Interest Rate Swap vRFQ System Protocol

- (a) General Provisions. In cases where an Initiator or Responder does not provide a notional size in the Initiation or Response, the Execution Specialist will assume the instrument's Voice RFQ market size for the specific tenor or for butterflies and strategies as listed in Appendix A to this Rule 9000 for butterflies and strategies. Voice RFQ market sizes may change from time to time at the discretion of the SEF and upon notice to Participants. All Initiations and Responses must be made via the SEF's recorded telephone lines or electronic instant messaging communications.
- (1) The identity of the Initiator and Responder will be disclosed by Execution Specialists for all Initiations and Responses, including Non-Directed Voice RFQs and Directed Voice RFQs pursuant to Rule 4003.D.
 - (2) Intermediaries initiating a Voice RFQ or responding to a Voice RFQ on behalf of a Customer must provide the Execution Specialist with the identity of the Customer.
 - (3) Except as provided in Rule 9000(b) below, increments for Voice RFQs are as follows:
 - (i) Instruments quoted as a rate rather than a spread to another rate are quoted in 1/8 basis point increments (i.e. 1.01%, 1.010625%, 1.011875%, 1.012500);
 - (ii) Instruments quoted as a spread to another rate (other than CME/LCH.Clearent Spreads), including the rate of another leg to the transaction, are quoted in 1/8 basis point increments (i.e. 12.00, 12.125, 12.25, 12.375, 12.50); and
 - (iii) CME/LCH.Clearent Spreads (outrights, curves and butterflies) are quoted in 1/400 basis point increments (i.e. 1.80, 1.8025, 1.805).
- (b) RFQs for Outright Spreadovers.
- (1) Initiations of Outright Spreadovers may be in increments of 1/8 of a basis point.
 - (2) Responses to an Initiation for an Outright Spreadover in a 1/8 of a basis point increment include any resting Order in the Order Book.
- (c) Interest Stack.
- (1) Upon the start of the trading day, Execution Specialists may canvass the market for Indications of Interest from Participants which may be used to identify potential Voice RFQ Initiators and Responders.
 - (i) Indications of Interest are announced to other Execution Specialists and maintained manually in an Interest Stack.
 - (ii) The order of the Interest Stack is based on price, time priority.

- (2) Upon request by a Participant, an Execution Specialist may provide current Indications of Interest by stating the best prices among the Indications of Interest on the bid and offer side of the market for that instrument.
- (d) RFQ Stack.
- (1) The RFQ Stack begins at the start of the first Voice RFQ of the trading day.
 - (2) Voice RFQ Initiations will be maintained in price, time priority per instrument.
 - (i) Initiators will be placed at the top of an RFQ Stack if:
 - A. the Initiator traded the last best price in the most recent RFQ and indicates to the Execution Specialist that it wants to remain in the RFQ Stack; or
 - B. the Initiator initiates a new Voice RFQ that is better than any other current RFQ and any current Order Book price and that new Voice RFQ is available to the market for a minimum of 30 seconds without trading (“Untraded Initiator”).
 - (ii) Responses to Voice RFQs may become new Initiations upon request of the Responder. Such new Initiations will be placed in the RFQ Stack.
- (e) Voice RFQ Initiation.
- (1) An Initiator may initiate a Voice RFQ by contacting an Execution Specialist.
 - (2) Initiation of a Voice RFQ begins when the Initiator identifies the desired instrument and can include the direction, price, and/or size. RFQs that are initiated by an Intermediary must also provide the Customer identity to the Execution Specialist (~~this is not disclosed in a Non-Directed RFQ~~).
 - (i) If requested by a Participant, an Execution Specialist may assist a Participant in arriving at an initiation price by referencing the last transaction rate, indicating the mid-price of the current RFQs, referencing the prices of correlated tenors, and referencing recent transactions from other swap execution facilities posted by the SDR.
 - (ii) A Execution Specialist shall not amend, enter or cancel any Initiation unless instructed by the Participant. Participants may instruct Execution Specialists to amend, enter or cancel any Initiation by contacting the Execution Specialist via the SEF’s recorded telephone lines or electronic instant messaging communications.
 - (3) Initiations are entered into the SEF’s internal Voice RFQ tool.

- (i) When required, pre-trade limit checks must be conducted prior to entry of the Initiation details into the Voice RFQ tool and prior to announcement of the details to other Execution Specialists.
- (4) The Execution Specialist must announce the details of the Voice RFQ to other Execution Specialists who in turn contact all Voice RFQ Participants in a Non-Directed Voice RFQ unless the Voice RFQ Participant has requested that initiations of a certain contract, size, or price be withheld.
- (5) Indications of Interest in the Interest Stack will be used as potential responses after the Initiation has been announced to the vRFQ Participants.
- (6) Initiations in the RFQ Stack on the opposite side of a new Voice RFQ will receive priority in Responding to all Initiations subsequent to the first Voice RFQ of the trading day. Such priority expires after approximately 5 seconds.
 - (i) Prices in the Order Book at or better than the Initiation price will be included in the RFQ Stack of potential Responders.
- (f) Voice RFQ Responses.
 - (1) Responders must provide the Execution Specialist the price and size of the Order if above or below the assumed market size as described in Rule 9000 within approximately 5 seconds of communication of the Initiation.
 - (i) Orders are provided by the Execution Specialist to the Initiator in price, time priority.
 - A. Along with the first response, any resting Orders in the Order Book must be communicated to the Initiator.
 - B. Only the price is communicated to the Initiator unless otherwise instructed by the Responder.
 - (ii) A SEF Execution Specialist shall not amend, enter or cancel any Response unless instructed by the Participant. Participants may instruct Execution Specialists to amend, enter or cancel any Response by contacting the Execution Specialist via the SEF's recorded telephone lines or electronic instant messaging communications.
 - (2) The Initiator has approximately 5 seconds to accept or reject each Response provided upon communication of such Response.
- (g) Acceptance of Order.
 - (1) If, prior to the expiration of the time period described in Rule 9000(f)(2), the Initiator accepts an Order, the details of the Order are entered into the internal Voice RFQ tool.

- (i) If required, a pre-trade limit check will be conducted on the Response prior to entry into the vRFQ Tool and Execution.
- (2) The trade will be immediately reported to the SDR. Execution Specialists may not disclose the details of a transaction until the trade is sent to the SDR. Execution Specialists shall not disclose the identities of the counterparties to a trade to any other Participant at any time.
- (3) If there is only one Initiator and one Responder at the chosen price, that Initiator and Responder may trade the entire amount provided by the Responder (see Rule 9000(f)(1)).
- (4) Stack Rules. If there are multiple Participants on either side of the market interested in trading at the chosen price, the initial transaction between Initiator and Responder may be for the double the Voice RFQ market size as listed in Appendix A to this Rule 9000. Each other Participant in the RFQ Stack will be eligible for a transaction at the Voice RFQ market size as listed in Appendix A in accordance with this Rule 9000(g)(4) and Rule 9000(d).
 - (i) If the Responder does not provide a size but post-execution of the market size indicates a desire to continue trading beyond the Tranche size (where the Initiator's interest has been exhausted), the Responder may initiate a new RFQ that is announced to the market. The announcement of the new Voice RFQ ends the initial Voice RFQ.
 - (ii) Unless the Responder indicates a desire to continue trading an additional amount beyond the initial Tranche as described in Rule 9000(g)(4)(i), the order of the RFQ Stack will be followed with the Execution Specialist confirming that each Participant remains interested in trading at that price. A Responder may indicate a desire to continue trading by communicating a desire to "pay on" or "sell on" to the Execution Specialist. The Execution Specialist will then announce to the market that the Participant has indicated a desire to continue trading at that level.
 - (iii) The Initiator of the Voice RFQ receives priority to trade one more Tranche(s) offered by the Responder at the top of the RFQ stack. Subsequent trades in the work-up will be in individual tranches through the voice RFQ stack until interest at that price level is exhausted.
 - (iv) Any Order Book Order incorporated in the RFQ Stack in time priority will be filled in its entirety before another Responder is offered a tranche.
 - (v) All trades are entered into the vRFQ tool, with the exception of those executed on the Order Book, and reported to the SDR.
 - (vi) If there is any remaining unfilled interest, that Participant can request that the Execution Specialist initiate a new Voice RFQ and enter the Initiation into the RFQ Stack.

(h) Rejection of an Order.

- (1) If after the expiration of the time period described in Rule 9000(f)(2), there is no acceptance from the Initiator or Responses are rejected, the Responses can, with the agreement of the Responder, become an Initiation of a Voice RFQ and be announced to the market.
- (2) If there are no remaining Initiations, then the Interest Stack is used as a guide to the potential market prices.
- (3) Counter requests by the Initiator are considered rejections of the Responses and new RFQ Initiations.

Appendix A to Rule 9000

tpSEF Inc.
Appendix A - Voice RFQ and Order Book Size

I. Voice RFQ			
Market Size			
All Contracts other than Butterflies		Butterflies Only	
Tenor	USD (m)	Tenor	USD (m)
1y	NA	1y	500
2y	200	2y	250
3y	150	3y	150
4y	100	4y	100
5y	100	5y	100
6y	85	6y	85
7y	75	7y	75
8y	75	8y	75
9y	50	9y	50
10y	50	10y	50
12y	50	12y	50
15y	50	15y	50
20y	35	20y	35
25y	25	25y	25
30y	25	30y	25
40y	20	40y	20
50y	15		
		Note: Tenor for a Butterfly is determined by subtracting the first leg from the second leg of the Butterfly (i.e. the first wing from the body).	
Minimum Sizes			
All Instruments			
Instruments are set to a minimum of \$5m including each leg of an instrument.			

II. Order Book	
Minimum Sizes	
Outrights and Spread-Overs	
USD instruments are set to the weighted value of \$200m 1 year equivalent notional.	
Strategies	
Spreads and Switches are set to the far leg's outright level.	
Butterflies are set the same as two times body's outright level.	
Certain Strategies with a leg that is below 5m have their minimum size adjusted to ensure no leg is below this amount.	

Mr. Christopher J. Kirkpatrick
October 29, 2020

EXHIBIT IV

List of Added Product

1. Equity Index Swaps -- S&P/TSX Composite Energy Index Total Return Swap

Mr. Christopher J. Kirkpatrick
October 29, 2020

EXHIBIT V

tpSEF Rulebook – Appendix B (Clean)

tpSEF Inc. Swap Specifications

Effective October 28, 2020

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Agricultural Options**Terms and Conditions**

Summary:	This covers uncleared agricultural options (“Agricultural Options”).
Limitations on Available Selections and Default Settings:	The terms under which Agricultural Options may be traded are shown below and in the attached tables.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Agricultural
ISDA OTC Settlement type:	Cash
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Commodity:	As specified by the parties from among the Available Commodities.
Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	For an Asian Option, as specified by the parties on a per-Calculation-Period Basis.
Calculation Period(s):	For an Asian Option, as specified by the parties.
Calculation Period Business Days:	None, unless specified by the parties.
Calculation Period Business Day Convention:	For an Asian Option, as specified by the parties from among the Available Business Day Conventions.
Option Style:	As specified by the parties from among the Available Option Styles.
Option Type:	As specified by the parties from among the Available Option Types.
Buyer:	As specified by the parties.
Seller:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Business Day:	As specified by the parties.
Pricing Date(s):	As specified by the parties.
Method of Averaging:	For Asian Options, as specified by the parties or otherwise per the Commodity Definitions.
Strike Price per Unit:	As specified by the parties.
Total Premium:	As specified by the parties.
Premium Payment Date(s):	As specified by the parties, subject to adjustment in accordance with the Business Day Convention.
Premium Payment Date Business Days:	Per the Available Currencies, plus such additional Business Days as the parties specify.
Premium Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions or otherwise per the Commodity Definitions.

Agricultural Options

Procedure for Exercise:	
Exercise Period:	For an American Option, the period of days and the times on such days specified by the parties. For any other Option Style, the times on the Expiration Date or Potential Exercise Date specified by the parties.
Potential Exercise Dates:	For a Bermuda Option, the days specified by the parties.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
Written Confirmation:	As specified by the parties.
Seller's Notice Information:	As specified by the Seller.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Cash Settlement Terms:	
Cash Settlement:	Applicable
Settlement Dates:	As specified by the parties, subject to adjustment in accordance with the Business Day Convention.
Calculation Agent:	As agreed by the parties.

Agricultural Option Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
EUR	Euro	EUTA
GBP	Sterling	GBLO

Agricultural Options Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Agricultural Option Available Option Style

ISDA Name
American
European
Bermuda
Asian

Agricultural Options Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
COCOA-GBP-EURONEXT
COCOA-NYBOT ¹
COFFEE ARABICA-NYBOT ¹
COFFEE ROBUSTA-EURONEXT
CORN-CBOT
COTTON NO. 2-NYBOT ¹
FROZEN CONCENTRATED ORANGE JUICE NO. 1-NYBOT ¹
LEAN HOGS-CME
MILK-CLASS III-CME
MILK-CLASS IV-CME
SOYBEAN-CBOT
SOYBEAN MEAL-CBOT
SOYBEAN OIL-CBOT
SUGAR #11 (WORLD)-NYBOT ¹
WHEAT-CBOT
WHEAT HRM-KCBOT
WHITE SUGAR-EURONEXT

Exchange Definitions

The following Commodity Reference Prices are as defined in the Commodity Price Reference Framework in Sub-Annex A to the Commodity Definitions.

ISDA Definition					
Commodity Reference Price	Relevant Commodity	Relevant Unit	Exchange	Currency	Specified Price
BUTTER-CME	Butter	Pound	CME Globex	USD 0.01	Settlement Price
CHEESE-CME	Cheese	Pound	CME Globex	USD 0.01	Settlement Price
CRUDE PALM OIL-CME	Crude Palm Oil	Metric Ton	CME Globex	USD 0.01	Settlement Price
DRY WHEY-CME	Dry Whey	Pound	CME Globex	USD 0.01	Settlement Price
HARD RED SPRING WHEAT-MGEX	Wheat	Bushel	Minneapolis Grain Exchange	USD 0.01	Settlement Price
MILLING WHEAT-EURONEXT	Wheat	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price
NONFAT DRY MILK-CME	Non-Fat Dry Milk	Pound	CME Globex	USD 0.01	Settlement Price
RAPESEED-EURONEXT	Rapeseed	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price

¹The New York Board of Trade (NYBOT) was renamed ICE Futures US in 2007.

Basis Swaps**Terms and Conditions**

Summary:	This covers basis swaps (“Basis Swaps”).
Limitations on Available Selections and Default Settings:	<p>The terms under which a Basis Swap may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA Settlement Matrix (if Optional Early Termination applies) (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Basis
Further Limitations:	None

Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount 1 (“FA1”):	
FA1 Payer (“payerPartyReference”):	As specified by the parties.
FA1 Currency Amount (“notionalAmount”):	As specified by the parties.
FA1 Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
FA1 first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
FA1 Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
FA1 initial Floating Rate:	As specified by the parties.
FA1 Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
FA1 Designated Maturity (“indexTenor”):	As specified by the parties.
FA1 Linear Interpolation:	For the Calculation Periods specified by the parties.
FA1 Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
FA1 Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
FA1 Spread:	As specified by the parties.
FA1 Day Count Fraction:	As specified by the parties.
FA1 Reset Dates (“resetDate”):	As specified by the parties.
FA1 Method of Averaging:	As specified by the parties.
FA1 Compounding:	As specified by the parties.
FA1 Compounding Dates:	In the event Compounding is selected, as selected by the parties.
FA1 Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
FA1 Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
FA1 Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FA1 Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days
FA1 Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FA1 Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.

FA1 Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount 2 (“FA2”):	
FA2 Payer (“payerPartyReference”):	As specified by the parties.
FA2 Currency Amount (“notionalAmount”):	As specified by the parties.
FA2 Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
FA2 first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
FA2 Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
FA2 initial Floating Rate:	As specified by the parties.
FA2 Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
FA2 Designated Maturity (“indexTenor”):	As specified by the parties.
FA2 Linear Interpolation:	For the Calculation Periods specified by the parties.
FA2 Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
FA2 Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
FA2 Spread:	As specified by the parties.
FA2 Day Count Fraction:	As specified by the parties.
FA2 Reset Dates (“resetDate”):	As specified by the parties.
FA2 Method of Averaging:	As specified by the parties.
FA2 Compounding:	As specified by the parties.
FA2 Compounding Dates:	In the event Compounding is selected, as selected by the parties.
FA2 Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
FA2 Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
FA2 Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FA2 Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
FA2 Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FA2 Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
FA2 Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Mark-to-Market Currency Swap:	
Mark-to-Market Currency Swap:	As specified by the parties, if the Currency Amounts are in different Currencies.
Variable Currency Payer:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Constant Currency Payer:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Currency Exchange Rate:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap and ISDA MTM Matrix is not applicable.
ISDA MTM Matrix:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Initial Exchange:	
Initial Exchange Date:	As specified by the parties.
FA1 Payer Initial Exchange Amount:	As specified by the parties.

FA2 Payer Initial Exchange Amount:	As specified by the parties.
Interim Exchanges:	
Interim Exchange Dates:	As specified by the parties.
FA1 Payer Interim Exchange Amount:	As specified by the parties.
FA2 Payer Interim Exchange Amount:	As specified by the parties.
Final Exchanges:	
Final Exchange Date:	As specified by the parties.
FA1 Payer Final Exchange Amount:	As specified by the parties.
FA2 Payer Final Exchange Amount:	As specified by the parties.
Optional Early Termination:	
Optional Early Termination:	As specified by the parties.
Option Style:	As specified by the parties.
Optional Early Termination Date:	As specified by the parties.
Seller:	As specified by the parties if only one party can terminate.
Buyer:	As specified by the parties, if only one party can terminate.
Seller's Agent:	As specified by the parties, if only one party can terminate.
Business Days for Payments:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Exercise Business Days:	As specified by the parties.
Optional Early Termination Procedure for Exercise:	
Commencement Date:	As specified by the parties, if the Option Style is American.
Bermuda Option Exercise Dates:	As specified by the parties, if the Option Style is Bermuda.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Earliest Exercise Time:	As specified by the parties.
Latest Exercise Time:	As specified by the parties.
Exercise Business Day:	As specified by the parties.
Partial Exercise:	As specified by the parties, if Option Style is European.
Multiple Exercise:	As specified by the parties, if Option Style is American or Bermuda.
Minimum Notional Amount:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Maximum Notional Amount:	As specified by the parties if Multiple Exercise is specified.
Integral Multiple:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Optional Early Termination Settlement Terms:	
Cash Settlement:	As specified by the parties.
ISDA Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a single currency Transaction.
ISDA Cross Currency Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a cross currency Transaction whose currencies are listed as a "currency pair" in the Cross Currency Settlement Matrix.
Cash Settlement Valuation Time:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Valuation Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.

Valuation Business Days:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date Business Days Convention:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Method:	If Cash Settlement is applicable, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Currency:	If Cash Settlement is applicable, and “Cash Price” or “Cash Price—Alternate” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Settlement Rate:	If Cash Settlement is applicable, and “Par Yield Curve—Adjusted,” “Par Yield Curve—Unadjusted” or “Zero Coupon Curve—Adjusted” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Reference Banks:	As specified by the parties, if Settlement Rate is applicable.
Cash Settlement Reference Banks:	If Cash Settlement is applicable, as specified by the parties.
Quotation Rate:	If Cash Settlement is applicable, as specified by the parties from among the Available Quotation Rates.
Calculation Agent:	As agreed by the parties.

Basis Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
CAD	Canadian Dollar	CATO
CHF	Swiss Franc	CHZU
CLP	Chilean Peso	CLSA
CZK	Czech Koruna	CZPR
DKK	Danish Krone	DKCO
EUR	Euro	EUTA
GBP	Sterling	GBLO
HKD	Hong Kong Dollar	HKHK
HUF	Hungarian Forint	HUBU
JPY	Japanese Yen	JPTO
MXN	New Mexican Peso	MXMC
NOK	Norwegian Krone	NOOS
NZD	New Zealand Dollar	NZAU and NZWE
PLN	Polish Zloty	PLWA
SEK	Swedish Krona	SEST
SGD	Singapore Dollar	SGSI
TRY	Turkish Lira	TRIS
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJ0

Basis Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Basis Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Basis Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP, MXN, ZAR	Plus Two Banking Days
MXN	Plus One Banking Day
CAD, GBP, ZAR	Plus Zero

Basis Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Basis Notional Amounts

Currency	Minimum	Increment	Maximum	Default
AUD	5,000,000	100,000	N/A	N/A
CAD	25,000,000	1,000,000	N/A	N/A
CHF	5,000,000	100,000	N/A	N/A
CLP	5,000,000	100,000	N/A	N/A
CZK	5,000,000	100,000	N/A	N/A
DKK	5,000,000	100,000	N/A	N/A
EUR	5,000,000	100,000	N/A	N/A
GBP	5,000,000	100,000	N/A	N/A
HKD	5,000,000	100,000	N/A	N/A
HUF	5,000,000	100,000	N/A	N/A
JPY	5,000,000	100,000	N/A	N/A
MXN	10,000,000	1,000,000	N/A	N/A
NOK	5,000,000	100,000	N/A	N/A
NZD	5,000,000	100,000	N/A	N/A
PLN	5,000,000	100,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
SGD	5,000,000	100,000	N/A	N/A
TRY	5,000,000	100,000	N/A	N/A
USD	5,000,000	100,000	N/A	N/A

ZAR	5,000,000	100,000	N/A	N/A
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Basis Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
AUD-AONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
AUD-AONIA-OIS-COMPOUND-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-AUBBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSY (BID)	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Swap Rate-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Telorate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-CORRA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CAD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
CAD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-REPO-CORRA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
CHF USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-ISDAFIX-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-TOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CLP-CLICP-Bloomberg	All quoted tenors	N/A	A/360	N
CLP- <i>Unidad de Fomento (UF/CLF)</i>	All quoted tenors	N/A	A/360	N
CZK-PRIBOR-PRBO	All quoted tenors	N/A	A/360	N
DKK-CIBOR-DKNA13	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR-DKNA13-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR2-	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
DKNA13				
DKK-CITA-DKNA14-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
DKK-DKKOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP USD-Basis	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
Swaps-11:00-ICAP				
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HONIX-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-4:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
4:00-BGCANTOR				
HKD-Quarterly-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HUF-BUBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
JPY USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-FRASET	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-MUTANCALL-TONAR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (10 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (5 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-ZTIBOR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
JPY-TSR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIE-Banxico	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIE-Banxico-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIE-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
MXN- <i>Unidades de Inversión</i> (UDI)	N/A	N/A	See below	N
NOK-NIBOR-NIBR	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-NIBR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-BID	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-FRA	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
NZD-NZIONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
NZD-Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
NZD-Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PLN-WIBOR_WIBO	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
SGD-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-VWAP-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TRY-TRYIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-SOFR-COMPOUND	All quoted tenors	N/A	Prior to publication of a supplement to ISDA 2006 including USD-SOFR-COMPOUND, not applicable and thereafter, per ISDA 2006	No
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N

Definition of CLP-*Unidad de Fomento* (UF/CLF)

CLP- <i>Unidad de Fomento</i> (UF/CLF)	For any Reset Date, the difference between the value of the <i>unidad de fomento</i> (UF/CLF) as certified by the Chilean <i>Banco Central de Chile</i> for the calendar day preceding such Reset Date and the value of the <i>unidad de fomento</i> (UF/CLF) as certified by the Chilean <i>Banco Central de Chile</i> for such Reset Date.
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	The Calculation Agent shall convert such difference to the appropriate annualized percentage based on the terms of the Floating Amount payable by reference to the CLP- <i>Unidad de Fomento</i> (UF/CLF). If for any Reset Date there is no published value of the <i>unidad de fomento</i> (UF/CLF) as certified by the Chilean <i>Banco Central de Chile</i> , the Calculation Agent shall determine the CLP- <i>Unidad de Fomento</i> (UF/CLF) for such day.
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Definition of MXN-*Unidades de Inversión* (UDI)

MXN- <i>Unidades de Inversión</i> (UDI)	For any Reset Date, the difference between the value of the <i>unidad de inversión</i> (UDI) as published by the Mexican <i>Banco de México</i> for the calendar day preceding such Reset Date and the value of the <i>unidad de inversión</i> (UDI) as published by the Mexican <i>Banco de México</i> for such Reset Date. The Calculation Agent shall convert such difference to the appropriate annualized percentage based on the terms of the Floating Amount payable by reference to the CLP MXN- <i>Unidades de Inversión</i> (UDI). If for any Reset Date there is no published value of the MXN- <i>Unidades de Inversión</i> (UDI) as certified by the Mexican <i>Banco de México</i> , the Calculation Agent shall determine the CLP MXN- <i>Unidades de Inversión</i> (UDI) for such day.
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Basis Requirements and Defaults
(Excluding Optional Early Termination and Mandatory Early Termination)

Variable	Requirement	Default
Effective Date Business Day Convention:		No Adjustment
Termination Date Business Day Convention:		No Adjustment
Period End Dates:		Payment Dates
Payment Date Business Day Convention:		Modified Following
Linear Interpolation:		Applicable only to long or short stub periods
Designated Maturities for Linear Interpolation:		Tenors quoted next shorter and longer than the actual Calculation Period length
Compounding:		Inapplicable
Compounding Business Day Convention:	Same as Business Day Convention for Period End Dates	
Method of Averaging:	Weighted Average or Unweighted Average	Unweighted Average
Compounding Method:	Straight Compounding, Flat Compounding, Spread Exclusive Compounding	
ISDA MTM Matrix		Applicable (to Mark-to-Market Cross Currency Swaps)
Initial Exchange Date:		Effective Date
Initial Exchange Date Business Day Convention:		Following
Interim Exchange Date Business Day Convention:		Modified Following
Final Exchange Date:		Termination Date

Final Exchange Date Business Day Convention:		Modified Following
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Definition of USD-SOFR-COMPOUND

From and after the date on which ISDA publishes a supplement to ISDA 2006 containing a definition of USD-SOFR-COMPOUND, per ISDA 2006.

Prior to such date:

“USD-SOFR-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is SOFR). Upon the occurrence of a USD-SOFR-COMPOUND Index Cessation Event, the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to the rate (inclusive of any spreads or adjustments) formally designated, nominated or recommended as the replacement for SOFR by the Federal Reserve Board or a committee officially endorsed or convened by the Federal Reserve Board for purposes of designating, nominating or recommending a replacement for SOFR (which rate may be produced by the Federal Reserve Bank of New York or another administrator). If no such rate is formally designated, nominated or recommended within one U.S. Government Securities Business Day of the USD-SOFR-COMPOUND Index Cessation Event, the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to OBFR. If at the time of the USD-SOFR-COMPOUND Index Cessation Event, publication of OBFR has been permanently or indefinitely discontinued, it has been publicly announced that OBFR will be permanently or indefinitely discontinued as of a specific date or there has been a public statement by a regulator or other official sector entity prohibiting the use of OBFR (which statement applies to, but need not be limited to, Swap Transactions, including existing Swap Transactions), then the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to the FOMC Target Rate.

“USD-SOFR-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“ d_0 ”, for any Calculation Period, is the number of U.S. Government Securities Business Days in the relevant Calculation Period;

“ i ” is a series of whole numbers from one to d_0 , each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Calculation Period;

“SOFR” is the daily Secured Overnight Financing Rate provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve’s Website;

“SOFR _{i} ”, for any day “ i ” in the relevant Calculation Period, is a reference rate equal to SOFR in respect of that day as published on or about 8:00 a.m., New York City time, on the U.S. Government Securities Business Day immediately following that day “ i ”. If, by 5:00 p.m., New York City time, on the U.S. Government Securities Business Day immediately following any day “ i ”, SOFR in respect of such day “ i ” has not been published and a USD-SOFR-COMPOUND Index Cessation Event has not occurred, then SOFR _{i} for that day “ i ” will be SOFR as

published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the Federal Reserve’s Website;

“ n_i ” is the number of calendar days in the relevant Calculation Period on which the rate is SOFR;

“ d ” is the number of calendar days in the relevant Calculation Period;

“USD-SOFR-COMPOUND Index Cessation Event” means the occurrence of one or more of the following events:

- (a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of SOFR) announcing that it has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR;
- (b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of SOFR) has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR; or
- (c) a public statement by a regulator or other official sector entity prohibiting the use of SOFR that applies to, but need not be limited to, Swap Transactions, including existing Swap Transactions;

“USD-SOFR-COMPOUND Index Cessation Effective Date” means, in respect of a USD-SOFR-COMPOUND Index Cessation Event, the date on which the Federal Reserve Bank of New York (or a successor administrator of SOFR) ceases to publish SOFR or the date as of which SOFR may no longer be used; and

“OBFR” is the daily Overnight Bank Funding Rate as provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve’s Website.

“FOMC Target Rate” is the short-term interest rate target set by the Federal Open Markets Committee and published on the Federal Reserve’s Website or, if the Federal Open Markets Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Markets Committee and published on the Federal Reserve’s Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, in accordance with the method set forth in Section 8.1(c))

“Federal Reserve’s Website” means the website of the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov>, or any Successor Source.

Basis Requirements and Defaults
(Optional Early Termination and Mandatory Early Termination)

Setting	Requirement	Default
Optional Early Termination:		Inapplicable
Mandatory Early Termination:		Inapplicable
Option Style:	American, Bermuda, European	
Cash Settlement:	Required for Mandatory Early Termination	Applicable (i.e., Transaction is not “torn up for no value”)
Optional Early Termination Date:		Cash Settlement Payment Date
Optional Early Termination Date Business Day Convention:		Following
Mandatory Early Termination Date Business Day Convention:		Modified Following

Basis Requirements and Defaults
(Optional Early Termination—Exercise)

Setting	Requirement	Default
Commencement Date:	American only	
Partial Exercise:		Inapplicable
Multiple Exercise:		Inapplicable
Exercise Business Day:		Banking Day for cash Settlement Currency (TARGET Settlement Day for EUR)
Latest Exercise Time:	On Expiration Date, the Expiration Time	Other than Expiration Date, the Expiration Time

Basis Requirements and Defaults
(Cash Settlement)

Setting	Requirement/Choices	Default
Cash Settlement Amount:		
ISDA Cross Currency Settlement Matrix:		Applicable, if cross currency swap with currency pair included in Matrix
ISDA Settlement Matrix:		Applicable, if single currency swap with Currency included in Matrix
Cash Settlement Valuation Time:		
Cash Settlement Valuation Date:		Two Valuation Business Days before Mandatory/Optional Early Termination Date but one Valuation Business Day before Mandatory/Optional Early Termination Date for MXN and same day for CAD, GBP or DKK with Floating Rate Option of “DKK- CIBOR-DKNA13” or “DKK- CIBOR-DKNA13-Bloomberg”
Valuation Business Day:		Banking Days in locations per the Business Day Location Table, plus additional days required by for fixings under the Floating Rate Option(s)
Cash Settlement Payment Date Business Day Convention:		Following
Cash Settlement Method:	Cash Price Cash Price—Alternate Method Collateralized Cash Price Par Yield Curve—Adjusted Par Yield Curve—Unadjusted Zero Coupon Yield—Adjusted	
Cash Settlement Currency:		For single currency, same as Notional Amount, otherwise as specified in ISDA Master Agreement, or otherwise same as Notional Amount for Fixed Amount
Settlement Rate:	ISDA Source/Other Price Source/Reference Banks	

Cash Settlement Reference Banks:		Fallbacks per ISDA 2006 Definitions
Quotation Rate:	bid ask mid Exercising Party Pays (Optional Early Termination Only)	

Basis Swaps – CME Cleared**Terms and Conditions**

Summary:	This covers single-currency floating-for-floating (“basis”) swaps cleared by Chicago Mercantile Exchange Inc. (“CME”).
Limitations on Available Selections and Default Settings:	The terms under which a Basis Swap/CME Cleared may be traded are as specified in these terms and conditions and which incorporate the CME Rulebook, in particular Chapters 900 and 901 (and any successor provisions) and the CME Cleared IRS Product Scope (or any successor). By electing to trade a Basis Swap/CME Cleared, participants are representing that they are familiar with the CME Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the CME Rulebook as in effect from time to time. The CME Rulebook itself may incorporate certain additional standards, such as the 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and CME contracts, since the CME may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Basis
Further Limitations:	Must comply with CME Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the CME Rulebook.
Effective Date:	As per the CME Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the CME Rulebook. This may vary from period to period to the extent permitted by the CME Rulebook. The CME Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the CME Rulebook.
Business Days:	As per the CME Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the CME Rulebook.
Trade Date:	As per the CME Rulebook.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the CME Rulebook.
Termination Date Business Day Convention:	As per the CME Rulebook, and thus subject to

	limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the CME Rulebook.
Floating Rate Payer 1 Floating Rate Payer Payment Dates:	As per the CME Rulebook.
Floating Rate Payer 1 Floating Amount:	As per the CME Rulebook.
Floating Rate Payer 1 Floating Rate Option:	As determined by the parties, subject to the CME Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Floating Rate Payer 1 Designated Maturity:	As per the CME Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Floating Rate Payer 1 Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the CME Rulebook.
Floating Rate Payer 1 Reset Dates:	As the per CME Rulebook.
Floating Rate Payer 1 Floating Rate Daycount Fraction:	As per the CME Rulebook.
Floating Rate Payer 1 Compounding:	As per the CME Rulebook.
Floating Rate Payer 1 Averaging Method:	As per the CME Rulebook.
Floating Rate Payer 1 Initial Floating Rate:	As per the CME Rulebook.
Floating Rate Payer 2 Floating Rate Payer Payment Dates:	As per the CME Rulebook.
Floating Rate Payer 2 Floating Amount:	As per the CME Rulebook.
Floating Rate Payer 2 Floating Rate Option:	As determined by the parties, subject to the CME Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Floating Rate Payer 2 Designated Maturity:	As per the CME Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Floating Rate Payer 2 Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the CME Rulebook.
Floating Rate Payer 2 Reset Dates:	As the per CME Rulebook.
Floating Rate Payer 2 Floating Rate Daycount Fraction:	As per the CME Rulebook.
Floating Rate Payer 2 Compounding:	As per the CME Rulebook.
Floating Rate Payer 2 Averaging Method	As per the CME Rulebook.
Floating Rate Payer 2 Initial Floating Rate	As per the CME Rulebook.
Floating Rate 1 Floating Rate Payer:	As determined by the parties.
Floating Rate 2 Floating Rate Payer	As determined by the parties.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitation in the CME Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitation in the CME Rulebook.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to limitation in the CME Rulebook.

Basis Swaps – LCH Cleared**Terms and Conditions**

Summary:	This covers single-currency floating-for-floating (“basis”) cleared by LCH.Clearnet (“LCH”).
Limitations on Available Selections and Default Settings:	The terms under which a Basis Swap/LCH Cleared may be traded are as specified in these terms and conditions and which incorporate the LCH Rulebook, in particular Schedule 4A (or any successor provisions). By electing to trade a Basis Swap/LCH Cleared, participants are representing that they are familiar with the LCH Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the LCH Rulebook as in effect from time to time. The LCH Rulebook itself may incorporate certain additional standards, such as the 2000 ISDA Definitions and 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and LCH contracts, since the LCH may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Basis
Further Limitations:	Must comply with LCH Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the LCH Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the LCH Rulebook. This may vary from period to period to the extent permitted by the LCH Rulebook. The LCH Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the LCH Rulebook.
Trade Date:	As per the LCH Rulebook.
Effective Date:	As per the LCH Rulebook.
Termination Date:	As agreed by parties, subject to any minimum or maximum tenor in the LCH Rulebook.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook.
Payment Date for Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook, which may limit the earliest or latest day on which such fees may be paid based on Currency or other factors.
Business Days:	As per the LCH Rulebook, which may require certain

	Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the LCH Rulebook.
Stub Periods:	Permitted to the extent allowed under the LCH Rulebook.
Floating Rate Payer 1:	As determined by the parties.
Floating Rate Payer 1 Payment Dates:	As per the LCH Rulebook.
Floating Rate Payer 1 Compounding Dates:	As per the LCH Rulebook.
Floating Rate Payer 1 Floating Rate Option:	As determined by the parties, subject to LCH Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Floating Rate Payer 1 Designated Maturity:	As per the LCH Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Floating Rate Payer 1 Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the LCH Rulebook.
Floating Rate Payer 1 Reset Dates:	As the per LCH Rulebook.
Floating Rate Payer 1 Floating Rate Daycount Fraction:	As per the LCH Rulebook.
Floating Rate Payer 2:	As determined by the parties.
Floating Rate Payer 2 Payment Dates:	As per the LCH Rulebook.
Floating Rate Payer 2 Compounding Dates:	As per the LCH Rulebook.
Floating Rate Payer 2 Floating Rate Option:	As determined by the parties, subject to LCH Rulebook, which may provide a more limited list of available options than are available for a Currency than does the Definition Set.
Floating Rate Payer 2 Designated Maturity:	As per the LCH Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Floating Rate Payer 2 Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the LCH Rulebook.
Floating Rate Payer 2 Reset Dates:	As the per LCH Rulebook.
Floating Rate Payer 2 Floating Rate Daycount Fraction:	As per the LCH Rulebook.
Negative Interest Rates:	As per the LCH Rulebook, which may require use of a single method.
Withholding and Tax:	As per the LCH Rulebook.
Governing Law:	As per the LCH Rulebook, which may dictate the law applicable to the Transaction.

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

Terms and Conditions

Summary:	This covers BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions Thereon (the “Contracts”). Non-Deliverable Contracts are paid in USD, and Deliverable Contracts are paid in BRL.
Limitations on Available Selections and Default Settings:	The terms under which the Contracts may be traded are as specified in these terms and conditions and in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. For Business Days, the defaults shall be the locations specified. The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions (b) ISDA OTC Taxonomies (c) FpML Location Codes (d) the Recommended EMTA-ISDA Market Practice for BRL CDI Non-Deliverable Interest Rate Swap Transactions (Amended March 13, 2009) (“BRL CDI Best Practices”) (e) the EMTA BRL/USD NDF Template dated May 17, 2006 (the “NDF Template”) For convenience, certain terms are mapped to their FpML 5.5 equivalent.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Exotic
Further Limitations:	None
Terms:	
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Days:	In the case of a Non-Deliverable Contract, USNY and the BR Business Day selected by the parties, unless there is an Unscheduled Holiday (as defined in the NDF Template) following the Trade Date, in which case USNY only. In the case of a Deliverable Contract, the BR Business Day selected by the parties.
Termination Date Business Day Convention:	Following
Fx Factor:	In the case of a Non-Deliverable Contract, rate determined in accordance with the NDF Template, treating the Business Day preceding the day of calculation of the relevant Fixed Amount or Floating Amount as the “Valuation Date” thereunder. (Under the NDF Template, this will result in use of the BRL PTAX (BRL09) rate in the first instance.) In the case of a Deliverable Contract, 1.0.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Notional Amount (“notionalAmount”):	The Trade Date Present Value Notional Amount specified by the parties. If the parties do not specify a Notional Amount or a Trade Date Present Value Notional Amount but specify a Termination Date Future Value Notional Amount, then the Notional Amount will be the Trade Date present value of the Termination Date Future Value Notional Amount discounted at the Fixed Rate.
Future Value Notional Amount:	An amount in BRL as specified by the parties (or determined based on the Trade Date Present Value Notional Amount specified by them), subject to the Minimum Notional Amount and Increment specified below.
Trade Date Present Value Notional Amount:	An amount in BRL as specified by the parties; such amount shall be subject to the Minimum Notional Amount and Increment implied by the Future Value Notional Amount.
Fixed Rate:	As specified by the parties.
Fixed Amount:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Fixed Amount shall equal:
$FX\ Factor \times Notional\ Amount \times (1 + Fixed\ Rate)^{\frac{Calculation\ Days}{252}}$	
Calculation Days:	As defined in the BRL CDI Best Practices.
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	The Termination Date.
Day Count Fraction:	1/1
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	Same as the Fixed Rate Payer Payment Amount.
Floating Amount:	Notwithstanding anything to the contrary contained in

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

	the 2006 ISDA Definitions, the Floating Amount shall equal:
	<i>Notional Amount × Floating Rate</i>
Payment Dates (“unadjustedPaymentDate”):	The Termination Date.
Floating Rate:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall equal:
	$FX\ Factor \times \prod_{j=1}^N (1 + Relevant\ Rate_j)^{1/252}$
	Where: <i>N</i> =number of Reset Dates in the Calculation Period <i>j</i> =a particular Reset Date <i>Relevant Rate</i> =the Relevant Rate for instance <i>j</i> of Reset Date
Relevant Rate:	CDI-Rate (as defined in the attachment).
Designated Maturity (“indexTenor”):	As specified by the parties from among the available tenors.
Spread:	Zero
Day Count Fraction:	1/1
Reset Dates (“resetDate”):	Each Scheduled Reset Date (as defined in the BRL CDI Best Practices).
Reset Dates Business Days:	As specified by the parties from among the Available BR Business Days.
Floating Rate Payment Dates:	The Termination Date.
Calculation Agent:	As agreed by the parties.
Swaption Terms:	
Option Style:	European
Seller:	As specified by the parties.
Buyer:	As specified by the parties.
Seller’s Agent:	As specified by the parties.
Premium:	In the case of a Non-Deliverable Contract, an amount in USD specified by the parties. In the case of a Deliverable Contract, an amount in USD specified by the parties.
Premium Payment Date:	As specified by the parties.
Business Day Convention for Premium Payment Dates:	Following
Business Days for Payments:	In the case of a Non-Deliverable Contract, USNY and the BR Business Day selected by the parties, unless there is an Unscheduled Holiday (as defined in the NDF Template) following the Trade Date, in which case USNY only. In the case of a Deliverable Contract, the BR Business Day selected by the parties.
Exercise Business Days:	As specified by the parties from among the BR Business Days.
Swaption Procedure for Exercise:	
General:	The parties may enter into swaptions with respect to which a BRL CDI Swap is the Underlying Swap Transaction.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Partial Exercise:	As specified by the parties.
Minimum Notional Amount:	As specified by the parties and expressed as Termination

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

	Date Future Value Notional Amount.
Maximum Notional Amount:	As specified by the parties and expressed as Termination Date Future Value Notional Amount.
Integral Multiple:	As specified by the parties and expressed as Termination Date Future Value Notional Amount.
Automatic Exercise:	As specified by the parties.
Threshold:	As specified by the parties if Automatic Exercise is applicable.
Fallback Exercise:	As specified by the parties (if required).
Swaption Settlement Terms:	
Physical Settlement:	Applicable

BRL CDI Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
BRL	Brazilian Reai	Any of BR{SP, RJ, BR} and not otherwise declared a financial market holiday by the BM&F

BRL CDI Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

BRL CDI Floating Rate Options

BRL-CDI-CETIP:	<p>For any Reset Date, the Overnight Brazilian Interbank Deposit Rate Annualized, known as the average (“Media”) of the DIOVER- EXTRA Group as published by CETIP (<i>Câmara de Custódia e Liquidação</i>) (the “Overnight CDI Rate”) for such date; provided that (i) such rate is published not later than 12:00 p.m. on the Brazil Business Day next following such Reset Date and (ii) any adjustments made by CETIP to such rate at any time later than the end of the business day on such Reset Date shall not be taken into account.</p> <p>If for any Reset Date there is no published Overnight CDI Rate (including as a result of the proviso above), CDI for the relevant Reset Date will be the overnight deposit rate published for such date by the BM&F in accordance with its rules (see http://www.bmf.com.br/portal/pages/boletim1/bd_manual/indicadoreFinanceiros1.asp, or any successor page). If the BM&F does not publish such a rate for such date, CDI for the relevant Reset Date shall be determined jointly by the parties. If the parties do not agree on a determination of such rate within one Brazil Business Day following the relevant Reset Date, CDI shall be determined through a CDI Reference Dealer Poll as described herein. If CDI for a Reset Date is not so determined by a CDI Reference Dealer Poll, BRL-CDI-Reference Dealers</p>
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BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

	shall apply.
BRL-CDI-Reference Dealers:	If applicable for a Reset Date as set forth above, the Calculation Agent shall conduct up to four dealer polls commencing on the Brazil Business Day following the relevant Reset Date, in each case by requesting each of the CDI Reference Dealers to provide a quotation of the CDI. If at least four such quotations are obtained from CDI Reference Dealers in any such poll, the highest and lowest quotations will be disregarded and CDI for the relevant Reset Date will equal the arithmetic mean of the remaining quotations. If fewer than four such quotations are obtained from a poll, the Calculation Agent shall conduct additional such polls until four such quotations are obtained in any poll; provided that the Calculation Agent shall not conduct more than four polls in the aggregate (with not more than two polls on any day and with such polls conducted over not more than two Brazil Business Days). If four quotations are not obtained from any of such four polls, CDI shall not be determined by a CDI Reference Dealer Poll.
CDI Reference Dealers:	At least six and not more than eight leading onshore dealers in the CDI market selected by the Calculation Agent.

BRL CDI Notionals

Currency	Minimum (expressed as Termination Date Future Value Notional Amount)	Increment (expressed as Termination Date Future Value Notional Amount)	Maximum	Default
BRL (Termination Date Future Value Notional Amount)	BRL 5,000,000	BRL 5,000,000	N/A	N/A
BRL (Trade Date Present Value Notional Amount)	As implied by Termination Date Future Value Notional Amount			
USD	As implied by BRL Termination Date Future Value Notional Amount			

Bullion Options**Terms and Conditions**

Summary:	This covers uncleared bullion options (“Bullion Options”).
Limitations on Available Selections and Default Settings:	The terms under which Bullion Options may be traded are shown below and in the attached tables.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2000 ISDA Definitions 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”), including Sub-Annex B thereto.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Metals
ISDA OTC Sub-Product:	Precious
ISDA OTC Transaction type:	Option
ISDA OTC Settlement type:	Cash or Physical
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Bullion:	As specified by the parties from among the Available Bullion.
Number of Ounces:	As specified by the parties. For any type of Bullion, the meaning of “Ounce” will be as specified for that Bullion in the list of Available Bullion unless otherwise agreed by the parties.
Bullion Option Style:	As specified by the parties from among the Available Bullion Option Styles.
Bullion Option Type:	As specified by the parties from among the Available Bullion Option Types.
Bullion Option Seller:	As specified by the parties.
Bullion Option Buyer:	As specified by the parties.
Bullion Strike Price:	As specified by the parties as a number of units of the one of the Available Currencies.
Bullion Premium:	As specified by the parties as a number of units of the one of the Available Currencies.
Bullion Premium Payment Date:	As specified by the parties.
Bullion Premium Payment Date Business Days	Per the Available Currencies, plus such additional Business Days as the parties specify.
Bullion Premium Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions or otherwise per the Commodity Definitions.
Bullion Business Day:	Shall have the meaning specified in the Commodity Definitions, save that the reference to “New York” therein shall be deemed to be a reference to the relevant financial center for the Applicable Currency in which the Bullion Strike Price is denominated.
Method of Averaging:	For Asian Options, as specified by the parties or otherwise per the Commodity Definitions.
Procedure for Exercise:	

Bullion Options

Bullion Exercise Period:	For an American Style Bullion Option, the period of days and the times on such days specified by the parties. For any other Bullion Option Style, the times on the Expiration Date or Potential Exercise Date specified by the parties.
Bullion Potential Exercise Dates:	For a Bermuda Style Bullion Option, the days specified by the parties.
Bullion Expiration Date:	As specified by the parties.
Bullion Expiration Time:	For a European Style Bullion Option, as specified by the parties.
Bullion Settlement Date:	In accordance with Section 10.4(b)(xvii) of the Commodity Definitions, unless specified by the parties.
Seller's Notice Information:	As specified by the Seller.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
In-the-Moniness for Automatic Exercise:	In the case of a Bullion Option for which Automatic Exercise is, or is deemed to be, applicable, and to which Settlement by Delivery is applicable, one percent of the Bullion Strike Price (as specified in Section 10.4(c)(ii)(B)(x) of the Commodity Definitions) or such other amount as specified by the parties.
Price Source for Automatic Exercise:	In the case of a Bullion Option for which Automatic Exercise is, or is deemed to be, applicable, and to which Settlement by Delivery is applicable, the Seller's bid or offer price (as specified in Section 10.4(c)(ii)(B) of the Commodity Definitions) unless otherwise specified by the parties.
Written Confirmation:	As specified by the parties.
Settlement:	As specified by the parties from among the Available Settlement Types; <i>provided, however</i> , that Cash Settlement will only be available for Available Currencies for which it is specified as such.
Additional Provisions for Tax:	None, unless specified by the parties in accordance with Section 10.11 of the Commodity Definitions.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Provisions Relating to Cash Settlement:	
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Price.
Bullion Transaction Settlement Date:	As specified by the parties.
Provisions Relating to Settlement by Delivery:	
Delivery Location:	Per the Delivery Loco specified in the Available Bullion below.
Consequences of Bullion Settlement Disruption Events:	Cancellation and Payment unless the parties agree that Negotiation is applicable.
Miscellaneous:	
Discharge and Termination:	Section 10.4(c)(iv) of the Commodity Definitions will apply if specified by the parties, unless the Bullion Option Transaction is an Allocated Transaction.

Bullion Options

Novation Netting:	For Bullion Options subject to Settlement by Delivery and is not an Allocated Transaction, as agreed by the parties on a “Type of Obligation” or “Matched Pair” basis.
Calculation Agent:	As agreed by the parties.

Bullion Option Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)	Available Settlement Type
AUD	Australian Dollar	AUSY	Physical Only
CHF	Swiss Franc	CHZU	Physical Only
EUR	Euro	EUTA	Cash or Physical
GBP	Sterling	GBLO	Cash or Physical
JPY	Japanese Yen	JATO	Physical Only
USD	United States Dollars	USNY	Cash or Physical

Bullion Options Available Bullion Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Bullion Option Available Bullion Option Style

ISDA Name
American
European
Bermuda

Bullion Option Available Bullion Option Type

ISDA Name
Bullion Put Option
Bullion Call Option
Bermuda

Bullion Options Available Bullion

Metal	Ounce	Delivery Loco/Rules
Gold	Fine troy ounce	London/LBMA
Palladium	Troy ounce	Zurich/LPPM or London/LPPM
Platinum	Troy ounce	Zurich/LPPM or London/LPPM
Silver	Troy ounce	London/LBMA

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
GOLD-A.M. FIX
GOLD-P.M. FIX
PALLADIUM-A.M. FIX

Bullion Options

PALLADIUM-P.M. FIX
PLATINUM-A.M. FIX
PLATINUM-P.M. FIX
SILVER-FIX

For any Available Currency other than USD and any Bullion Option to which Cash Settlement is applicable, the Commodity Reference Price shall be per Sub-Annex A, save that the reference to U.S. Dollars shall be replaced by a reference to the relevant Available Currency.

CDS – ABX Indices (Broad Based) Contracts**Terms and Conditions**

Summary:	This covers credit default swaps on broad-based ABX indices (“CDS – ABX Indices (Broad Based) Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which CDS – ABX Indices (Broad Based) Contracts may be traded are shown below or in the attached table(s) or the Relevant Annexes promulgated by the index sponsor and referenced below or in the attached table(s), as such Relevant Annexes may be amended from time to time by the Index Sponsor. NO ABX INDEX WILL BE TRADED ON THE SEF ONCE IT HAS CEASED TO BE A BROAD BASED INDEX UNDER CFTC REGULATIONS.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2003 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc. (the “Credit Derivatives Definitions”), NOT including supplements thereto; and (b) the ABX Transactions Standard Terms Supplement, as published by CDS IndexCo LLC on July 19, 2006 (the “ABX Standard Terms”).
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Index
ISDA OTC Sub-Product:	ABX
ISDA OTC Transaction type:	ABX.HE
Further Limitations:	None
Terms:	
Index:	The ABX Index selected by the parties from among the Available ABX Indices. NO ABX INDEX WILL BE TRADED ON THE SEF ONCE IT HAS CEASED TO BE A BROAD BASED INDEX UNDER CFTC REGULATIONS.
Annex Date:	As specified for the applicable Index on the list of Available ABX Indices.
Trade Date:	As agreed by the parties.
Effective Date:	The Trade Date (unless otherwise specified by the parties).
Scheduled Termination Date:	The “Legal Final Maturity Date of the Index” specified in the Relevant Annex.
Floating Rate Payer:	As specified by the parties.
Fixed Rate Payer:	As specified by the parties.
Aggregate Floating Rate Payer Calculation Amount:	An amount in USD specified by the parties.
Fixed Rate:	A number of basis points equal to the “Applicable Coupon” as specified for the applicable Index on the Relevant Annex.
Initial Payment Payer:	As selected by the parties.
Initial Payment Amount:	As specified by the parties. Notwithstanding anything to

CDS – ABX Indices (Broad Based) Contracts

	the contrary contained in the ABX Standard Terms, the Initial Payment Amount shall be paid by the Initial Payment Payer on the date that is three Business Days following the Trade Date, unless otherwise specified by the parties.
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Available ABX Indices for CDS - ABX Indices (Broad Based) Contracts

Index	Relevant Annex
ABX.HE.A.06-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.A.06-1.pdf
ABX.HE.AA.06-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AA.06-1.pdf
ABX.HE.AAA.06-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AAA.06-1.pdf
ABX.HE.AA.06-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AA.06-2.pdf
ABX.HE.AAA.06-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AAA.06-2.pdf
ABX.HE.AAA.07-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AAA.07-1.pdf
ABX.HE.AAA.07-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AAA.07-2.pdf
ABX.HE.PENAAA.06-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.PENAAA.06-2.pdf
ABX.HE.PENAAA.07-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.PENAAA.07-1.pdf
ABX.HE.PENAAA.07-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.PENAAA.07-2.pdf

NO ABX INDEX WILL BE TRADED ON THE SEF ONCE IT HAS CEASED TO BE A BROAD BASED INDEX UNDER CFTC REGULATIONS.

CDS Index Contract – Emerging Markets Swaps and Swaptions**Terms and Conditions**

Summary:	This covers “CDS Index Contract – Emerging Markets Swaps and Swaptions” contracts – <i>i.e.</i> , an agreement to buy or sell protection on a broad-based basket of emerging markets sovereign entities.
Index:	CDX.EM: Series 12 through current, so long as such Index is not a narrow-based Index.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Credit events include Bankruptcy and Failure to Pay. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. Investment Grade indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at a spread of 500 bps and exchanged on a quarterly basis.
Swap Tenor:	As agreed by the parties, subject to Applicable Law.
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement (<i>i.e.</i> , the Big Bang and Little Bang Protocols). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront payment - The upfront payment is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.
Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap

CDS Index Contract – Emerging Markets Swaps and Swaptions

	on the Index on the terms described herein.
ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):	
2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	<p>Markit, which sponsors the Index, has published information on treatment of both legacy and future indices.</p> <p>The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.</p>
Cleared Transactions:	<p>Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties.</p> <p>The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.</p>
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contract – European Crossover 5Y Swaps and Swaptions**Terms and Conditions**

Summary:	This covers “CDS Index Contract – European Crossover 5Y Swaps and Swaptions”. The European Crossover index comprises 50 equally weighted credit default swaps on the most liquid sub-investment grade European corporate entities.
Index:	ITRAXX.EUROPE CROSSOVER: Series 10 to current.
Currency:	EUR
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.
Swap Conventions:	European crossover indices are traded on spread. Fixed coupon payments are calculated at a spread of 500 bps and exchanged on a quarterly basis.
Swap Tenor:	5Y
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on the tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i> , the Big Bang Protocol). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.
Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.

CDS Index Contract – European Crossover 5Y Swaps and Swaptions

ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):	
2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	<p>Markit, which sponsors the Index, has published information on treatment of both legacy and future indices.</p> <p>The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.</p>
Cleared Transactions:	<p>Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties.</p> <p>The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.</p>
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contract – European HiVol 5Y Swaps and Swaptions

Terms and Conditions

Summary:	This covers “CDS Index Contract – European HiVol 5Y Swaps and Swaptions” – <i>i.e.</i> , an agreement to buy or sell protection on a basket comprised of 30 equally weighted credit default swaps on the widest spread non-financial European corporate entities.
Index:	ITRAXX.EUROPE HIVOL: Series 10 to current.
Currency:	EUR
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.
Swap Conventions:	European crossover indices are traded on spread. Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	5Y
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on the tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i> , the Big Bang Protocol). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.
Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.

CDS Index Contract – European HiVol 5Y Swaps and Swaptions

<p>ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):</p>	
<p>2003 Definitions:</p>	<p>ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).</p>
<p>Index Sponsor:</p>	<p>Markit, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.</p>
<p>Cleared Transactions:</p>	<p>Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.</p>
<p>Choice of Definitions:</p>	<p>The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.</p>

CDS Index Contract – European IG 5Y Swaps and Swaptions**Terms and Conditions**

Summary:	This covers “CDS Index Contract – European IG 5Y Swaps and Swaptions” – <i>i.e.</i> , an agreement to buy or sell protection on a basket of liquid European based entities with an investment grade credit rating.
Index:	ITRAXX.EUROPE: Series 10 to current.
Currency:	EUR
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.
Swap Conventions:	European IG indices are traded on spread. Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	5Y
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on the tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i> , the Big Bang Protocol). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.
Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.

CDS Index Contract – European IG 5Y Swaps and Swaptions

ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):	
2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	Markit, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.
Cleared Transactions:	Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contract – European IG 10Y Swaps and Swaptions**Terms and Conditions**

Summary:	This covers “CDS Index Contract – European IG 10Y Swaps and Swaptions” – <i>i.e.</i> , an agreement to buy or sell protection on a basket of liquid European based entities with an investment grade credit rating.
Index:	ITRAXX.EUROPE: Series 7 to current.
Currency:	EUR
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.
Swap Conventions:	European IG indices are traded on spread. Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	10Y
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on the tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i> , the Big Bang Protocol). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.

CDS Index Contract – European IG 10Y Swaps and Swaptions

Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.
ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):	
2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	Markit, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.
Cleared Transactions:	Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contract – North America Investment Grade and High Yield Swaps and Swaptions**Terms and Conditions**

Contract Overview:	An agreement to buy or sell protection on a basket of liquid North America based entities with a high yield credit rating (CDX.NA.HY, CDX.NA.HY.B and CDX.NA.HY.BB) or an investment grade credit rating (CDX.NA.IG).
Index:	CDX.NA.HY: Series 8 to current. CDX.NA.HY.B: Series 8 to current. CDX.NA.HY.BB: Series 8 to current. CDX.NA.IG: Series 8 to current.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Credit events include Bankruptcy, Failure to Pay and Restructuring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. High Yield indices such as the CDX.NA.HY are traded on price. Investment Grade indices such as the CDX.NA.IG are traded on spread.
Swap Conventions:	For CDX.NA.HY, CDX.NA.HY.B and CDX.NA.HY.BB, fixed coupon payments are calculated at a spread of 500 bps and exchanged on a quarterly basis. For CDX.NA.IG, fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	3Y, 5Y, 7Y and 10Y or as otherwise agreed by the parties.
Tranching:	Transactions may have only one tranche, where all losses are allocated to the protection seller, starting with the first dollar of loss and ending only when the entire notional of the transaction has been exhausted or the Transaction itself expires. Transactions may also be tranching in a way in which losses are allocated to the protection seller only after a certain amount of losses have occurred on the Index (the “attachment point”) and cease being allocated to the protection seller after a certain additional amount of losses have occurred on the Index (the “detachment

CDS Index Contract – North America Investment Grade and High Yield Swaps and Swaptions

	point”). In the case of tranching transactions in the CDX.NA.HY, CDX.NA.HY.B or CDX.NA.HY.BB, the tranches include:	
	Attachment Point	Detachment Point
	0	10%
	0	15%
	10%	15%
	15%	25%
	25%	35%
	35%	100%
	In the case of tranching transactions in the CDX.NA.IG, the tranches include:	
	Attachment Point	Detachment Point
	0	3%
	3%	7%
	7%	10%
	7%	15%
	10%	15%
	15%	30%
	15%	100%
	In addition to the customary tranches enumerated above, the parties may agree to custom attachment and detachment points.	
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.	
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.	
Trade Types:	The following swap types may be executed on the SEF: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades 	
Settlement:	<p>Contingent payment - Payments related to credit event settlement will be determined pursuant to the relevant ISDA Definitions (see below).</p> <p>Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller.</p> <p>Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately</p>	

CDS Index Contract – North America Investment Grade and High Yield Swaps and Swaptions

	to the seller.
Swaptions on the Above	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on each of the CDX.NA.HY, CDX.NA.HY.B, CDX.NA.HY.BB and CDX.NA.IG on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.
Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.
Tranching:	Swaptions may be written on tranching or untranching transactions.
ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions)	
2014/2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	IHS Markit Ltd, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult IHS Markit Ltd’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.
Cleared Transactions:	Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contracts – CMBX**Terms and Conditions**

Summary:	This covers uncleared credit default swaps on IHS Markit Ltd’s “CMBX Indices” (“CDS Index Contracts – CMBX”). The terms under which CDS Index Contracts – CMBX may be traded are shown below.
Contract Overview:	An agreement to buy or sell protection on one of the IHS Markit Ltd CMBX Indices listed under the heading “Index” immediately below. Each such index is composed of twenty-five (25) equally-weighted reference obligations that are tranches of commercial mortgage-backed securities offerings that meet the relevant eligibility criteria published by IHS Markit Ltd from time to time.
Index:	CMBX.NA.AAA: Series 6 to current. CMBX.NA.AS: Series 6 to current. CMBX.NA.AA: Series 6 to current. CMBX.NA.A: Series 6 to current. CMBX.NA.BBB-: Series 6 to current. CMBX.NA.BB: Series 6 to current.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller and receives a payment from the seller of protection in the case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer and makes a payment to the buyer of protection in the case of a credit event occurring. The Seller owns the credit risk of the instrument. The indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at the applicable spread specified below: <ul style="list-style-type: none"> • CMBX.NA.AAA: 50 bps • CMBX.NA.AS: 100 bps • CMBX.NA.AA: 150 bps • CMBX.NA.A: 200 bps • CMBX.NA.BBB-: 300 bps • CMBX.NA.BB: 500 bps Fixed coupon payments are exchanged on a monthly basis.

Swap Tenor:	As agreed by counterparties, subject to applicable law.
Effective Date:	The date (to be agreed by the counterparties) on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date (to be agreed by the counterparties) on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades
Settlement:	<p><u>Contingent Payment:</u> Payments related to credit event settlement will be determined pursuant to the 2014 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. Such payments are paid by the protection seller to the protection buyer.</p> <p><u>Fixed Monthly Cash Payments:</u> Reflected in basis points and paid by the protection buyer to the protection seller.</p> <p><u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid at the inception of the Contract by the protection buyer to the protection seller.</p>

CDS Index Contracts – iTraxx Australia**Terms and Conditions**

Summary:	This covers uncleared credit default swaps on IHS Markit Ltd’s “iTraxx® Australia Index” (“CDS Index Contracts – iTraxx Australia”). The terms under which CDS Index Contracts – iTraxx Australia may be traded are shown below.
Contract Overview:	An agreement to buy or sell protection on an index composed of twenty five (25) liquid Australian entities with investment grade credit ratings that trade in the CDS market or have significant domestic bond issuance as published by IHS Markit Ltd. from time to time.
Index:	iTraxx® Australia Index: Series 30 to current.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. The indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	As agreed by counterparties, subject to Applicable Law.
Effective Date:	The date (to be agreed by the counterparties) on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date (to be agreed by the counterparties) on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	<u>Contingent Payment</u> : Payments related to credit event settlement will be determined pursuant to the 2014 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. <u>Fixed Quarterly Cash Payments</u> : Reflected in basis points and paid by the protection buyer to the protection seller.

	<p><u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid at the inception of the Contract by the protection buyer to the protection seller.</p>
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CDS Index Contracts – iTraxx Japan**Terms and Conditions**

Summary:	This covers uncleared credit default swaps on IHS Markit Ltd’s “Markit iTraxx® Japan Index” (“CDS Index Contracts – iTraxx Japan”). The terms under which CDS Index Contracts – iTraxx Japan may be traded are shown below.
Contract Overview:	An agreement to buy or sell protection on an index composed of forty (40) Japanese entities with investment grade credit ratings that trade in the CDS market as published by IHS Markit Ltd. from time to time.
Index:	Markit iTraxx® Japan Index: Series 30 to current.
Currency:	JPY
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. The indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	As agreed by counterparties, subject to Applicable Law.
Effective Date:	The date (to be agreed by the counterparties) on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date (to be agreed by the counterparties) on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	<u>Contingent Payment</u> : Payments related to credit event settlement will be determined pursuant to the 2014 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. <u>Fixed Quarterly Cash Payments</u> : Reflected in basis points and paid by the protection buyer to the protection seller. <u>Upfront Fee Payment</u> : The upfront fee is a portion of the

	payments, expressed in percentage points of the notional, which is present valued and paid at the inception of the Contract by the protection buyer to the protection seller.
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CDS Index Contracts – ITRXAEJ.IG (iTraxx® Asia ex-Japan Investment Grade)**Terms and Conditions**

Summary:	This covers “CDS Index Contracts – ITRXAEJ.IG (iTraxx® Asia ex-Japan Investment Grade)” – <i>i.e.</i> , an agreement to buy or sell protection on a broad-based basket of investment grade Asian corporate and sovereign/agency issuers (excluding Japanese issuers).
Index:	ITRXAEJ.IG (iTraxx® Asia ex-Japan Investment Grade): Series 14 through current, so long as such Index is not a narrow-based Index.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Credit events include Bankruptcy and Failure to Pay. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. Investment Grade indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	As agreed by the parties, subject to Applicable Law.
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2003 ISDA Credit Derivatives Definitions, as modified by the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement (<i>i.e.</i> , the Big Bang and Little Bang Protocols) and the ISDA 2014 Credit Derivatives Protocol (for Series 21 and prior) and the ISDA 2014 Definitions (for Series 22 and later). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront payment - The upfront payment is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.

CDS Index Contracts – MCDX Index**Terms and Conditions**

Summary:	This covers uncleared credit default swaps on IHS Markit Ltd's MCDX Index ("CDS Index Contracts – MCDX Index"). The terms under which CDS Index Contracts – MCDX Index may be traded are shown below.
Contract Overview:	<p>Until October 2018, an agreement to buy or sell protection on a broad-based index composed of fifty (50) municipal credits.</p> <p>Beginning with MCDX.NA Series 31 in October 2018, an agreement to buy or sell protection on a broad-based index composed of twenty (20) municipal credits.</p>
Index:	MCDX: all series
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	<p>Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Credit events include "Bankruptcy" and "Failure to Pay."</p> <p>Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.</p> <p>MCDX indices are traded on spread.</p>
Swap Conventions:	Fixed coupon payments are calculated at a spread of 100 bps coupon and exchanged on a quarterly basis at 75% recovery.
Swap Tenor:	3 years, 5 years, 10 years
Effective Date:	The date (to be agreed by the counterparties) on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date (to be agreed by the counterparties) on which the obligations no longer accrue and the final payment occurs.
Trade Types:	<p>The following swap types may be executed on tpSEF Inc.:</p> <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades

<p>Settlement:</p>	<p><u>Contingent Payment:</u> Payments related to credit event settlement will be determined pursuant to the 2003 ISDA Credit Derivatives Definitions, as modified by the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement thereto.</p> <p><u>Fixed Quarterly Cash Payments:</u> Reflected in basis points and paid by the protection buyer to the protection seller.</p> <p><u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.</p>
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Commodity Index Swaps**Terms and Conditions**

Summary:	This covers commodity index swaps (each, a “Commodity Index Swap”).
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Index
ISDA OTC Transaction type:	Swap
ISDA OTC Settlement type:	Cash
Terms:	
Trade Date:	The date on which the contract is entered into.
Effective Date:	As specified by the parties.
Termination Date:	As specified by the parties.
Commodity:	The index specified by the parties from among the indices listed in the table below titled “Commodity Index Swap Available Indices.”
Total Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Calculation Periods:	As specified by the parties.
Payment Dates:	In relation to each Calculation Period, as specified by the parties.
Business Day Convention:	As specified by the parties.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties, expressed as a rate or overall.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Floating Price:	In relation to each Calculation Period, the level of the specified Available Commodity Index at the end of the such Calculation Period less the level of the specified Available Commodity Index at the start of the such Calculation Period, the result of which is divided by the level of the specified Available Commodity Index at the start of the such Calculation Period.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.

Commodity Index Swaps

Minimum and Incremental Price:	The minimum price is \$10,000,000 and the minimum incremental price is \$1,000,000.
Calculation Agent:	As agreed by the parties.

Commodity Index Swap Available Commodity Indices

Abbr	Name
BCOM	BCOM ER
BCOMF1	BCOM F1 ER
BCOMF2	BCOM F2 ER
BCOMF3	BCOM F3 ER
BCOMF4	BCOM F4 ER
BCOMF5	BCOM F5 ER
BCOMF6	BCOM F6 ER
BCOMAG	BCOM Agriculture ER
BCOMEN	BCOM Energy ER
BCOMGR	BCOM Grains ER
BCOMIN	BCOM Industrial Metals ER
BCOMLI	BCOM Livestock ER
BCOMPE	BCOM Petroleum ER
BCOMPR	BCOM Precious Metals ER
BCOMSO	BCOM Softs ER
BCOMXAG	BCOM ex-Agriculture ER
BCOMXAL	BCOM ex-Agriculture and Livestock ER
BCOMXE	BCOM ex-Energy ER
BCOMXGR	BCOM ex-Grains ER
BCOMXIM	BCOM ex-Industrial Metals ER
BCOMXLI	BCOM ex-Livestock ER
BCOMXPE	BCOM ex-Petroleum ER
BCOMXPM	BCOM ex-Precious Metals ER
BCOMXSO	BCOM ex-Softs ER
BCOMAL	BCOM Aluminum ER
BCOMCO	BCOM Brent Crude ER
BCOMCC	BCOM Cocoa ER
BCOMKC	BCOM Coffee ER
BCOMHG	BCOM Copper ER
BCOMCN	BCOM Corn ER
BCOMCT	BCOM Cotton ER
BCOMFC	BCOM Feeder Cattle ER
BCOMGO	BCOM Gas Oil ER
BCOMGC	BCOM Gold ER
BCOMHO	BCOM Heating Oil ER
BCOMPB	BCOM Lead ER
BCOMLH	BCOM Lean Hogs ER
BCOMLC	BCOM Live Cattle ER

Commodity Index Swaps

Abbr	Name
BCOMNG	BCOM Natural Gas ER
BCOMNI	BCOM Nickel ER
BCOMOJ	BCOM Orange Juice ER
BCOMPA	BCOM Palladium ER
BCOMPL	BCOM Platinum ER
BCOMSI	BCOM Silver ER
BCOMSM	BCOM Soybean Meal ER
BCOMSM1	Bloomberg Soybean Meal Subindex 1 Month Forward
BCOMBO	BCOM Soybean Oil ER
BCOMSY	BCOM Soybeans ER
BCOMSB	BCOM Sugar ER
BCOMSN	BCOM Tin ER
BCOMRB	BCOM Unleaded Gas ER
BCOMWH	BCOM Wheat ER
BCOMKW	BCOM Kansas Wheat ER
BCOMCL	BCOM WTI Crude Oil ER
BCOMZS	BCOM Zinc ER
BCOMAU	BCOM AUD ER
BCOMEU	BCOM EUR ER
BCOMGB	BCOM GBP ER
BCOMCH	BCOM CHF ER
BCOMJY	BCOM JPY ER
BCOMALC	BCOM Aluminum Capped ER
BCOMKCC	BCOM Coffee Capped ER
BCOMHGC	BCOM Copper Capped ER
BCOMCLC	BCOM WTI Crude Oil Capped ER
BCOMCNC	BCOM Corn Capped ER
BCOMLCC	BCOM Cattle Capped ER
BCOMCTC	BCOM Cotton Capped ER
BCOMGCC	BCOM Gold Capped ER
BCOMLHC	BCOM Lean Hogs Capped ER
BCOMHOC	BCOM Heating Oil Capped ER
BCOMKWC	BCOM Kansas Wheat Capped ER
BCOMCOC	BCOM Brent Crude Capped ER
BCOMNGC	BCOM Natural Gas Capped ER
BCOMNIC	BCOM Nickel Capped ER
BCOMSYC	BCOM Soybeans Capped ER
BCOMBOC	BCOM Soybean Oil Capped ER
BCOMSIK	BCOM Silver Capped ER
BCOMSBK	BCOM Sugar Capped ER
BCOMSMK	BCOM Soybean Meal Capped ER
BCOMRBC	BCOM Unleaded Gas Capped ER

Commodity Index Swaps

Abbr	Name
BCOMWHC	BCOM Wheat Capped ER
BCOMZSC	BCOM Zinc Capped ER
BCOMTR	BCOM TR
BCOMF1T	BCOM F1 TR
BCOMF2T	BCOM F2 TR
BCOMF3T	BCOM F3 TR
BCOMF4T	BCOM F4 TR
BCOMF5T	BCOM F5 TR
BCOMF6T	BCOM F6 TR
BCOMRS	BCOM Roll Select
DJICIN	Dow Jones Commodity Index Corn
DJISB	Dow Jones Commodity Index Sugar
DJILC	Dow Jones Commodity Index Live Cattle
DJIAW	Dow Jones Commodity Index All Wheat
SPGCC	S&P GSCI
SPGCBO	S&P GSCI Soybean Oil
SPGCBR	S&P GSCI Brent Crude
SPGCC	S&P GSCI Cocoa
SPGCCL	S&P GSCI Crude Oil
SPGCCN	S&P GSCI Corn
SPGCCT	S&P GSCI Cotton
SPGCFC	S&P GSCI Feeder Cattle
SPGCGC	S&P GSCI Gold
SPGCGO	S&P GSCI Gasoline
SPGCHG	S&P GSCI North American Copper
SPGCHO	S&P GSCI Heating Oil
SPGCHU	S&P GSCI Unleaded Gasoline
SPGCLA	S&P GSCI Aluminum
SPGCIC	S&P GSCI Copper
SPGCIK	S&P GSCI Nickel
SPGCIL	S&P GSCI Lead
SPGCIN	S&P GSCI Industrial Metals
SPGCIZ	S&P GSCI Zinc
SPGCKC	S&P GSCI Coffee
SPGCKW	S&P GSCI Kansas Wheat
SPGCLC	S&P GSCI Live Cattle
SPGCLH	S&P GSCI Lean Hogs
SPGCNG	S&P GSCI Natural Gas
SPGCPA	S&P GSCI Palladium
SPGCPL	S&P GSCI Platinum
SPGCSB	S&P GSCI Sugar
SPGCSI	S&P GSCI Silver

Commodity Index Swaps

Abbr	Name
SPGCSO	S&P GSCI Soybeans
SPGCWH	S&P GSCI Wheat
SPGSES	S&P GSCI Enhanced Commodity
SPGSSM	S&P GSCI Soybean Meal
SPGCCIP	S&P GSCI ER
SPGCBRP	S&P GSCI Brent Crude ER
SPGCCCP	S&P GSCI Cocoa ER
SPGCCLP	S&P GSCI Crude Oil ER
SPGCCNP	S&P GSCI Corn ER
SPGCCTP	S&P GSCI Cotton ER
SPGCENP	S&P GSCI Energy ER
SPGCFCP	S&P GSCI Feeder Cattle ER
SPGCGCP	S&P GSCI Gold ER
SPGCGOP	S&P GSCI Gasoil ER
SPGCHGP	S&P GSCI North American Copper ER
SPGCHOP	S&P GSCI Heating Oil ER
SPGCHUP	S&P GSCI Unleaded Gasoline ER
SPGCIAP	S&P GSCI Aluminum ER
SPGCICP	S&P GSCI Copper ER
SPGCIKP	S&P GSCI Nickel ER
SPGCILP	S&P GSCI Lead ER
SPGCINP	S&P GSCI Industrial Metals ER
SPGCNGP	S&P GSCI Natural Gas ER
SG3MCI	S&P GSCI 3 Month Forward

Deliverable Foreign Exchange Options

Terms and Conditions

Summary:	This covers “Deliverable Foreign Exchange Options”.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) the 1998 FX and Currency Option Definitions, as amended and supplemented from time to time, including the 2005 Barrier Option Supplement to the 1998 FX and Currency Option Definitions (the “1998 Definitions”); and (b) ISDA OTC Taxonomies.
Contract Types:	Each Deliverable Foreign Exchange Option traded is bespoke and the terms agreed between the Buyer and Seller. All option strategies result in call options and/or put options executed with the following strategies traded as agreed between the parties: Vanilla: Outright Call / Put, Straddle, Strangle, Butterfly, Risk Reversal, Calendar (tenor) spread, Cross Currency Spread, Condor, Call Spread, Put Spread, Live Trading with no delta hedge. Exotic: Barriers, Baskets, Digitals (or Binary), Knockins, Knockouts, Reverse Knockins/Kockouts, No Touch, Double No Touch, Average Price, Worst of Options, Compound Options; trades may be with or without delta hedges and some structures may also be bilaterally negotiated with additional options as part of the package to form a vega hedge.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Foreign Exchange
ISDA OTC Base Product:	Vanilla Option, Simple Exotic or Complex Exotic
Terms:	
Trade Date:	The date the transaction is agreed between and becomes legally binding on the parties.
Commencement Date:	The Trade Date, unless otherwise specified by the parties. This applies only where the Currency Option Style is American.
Buyer:	As specified by the parties.
Seller:	As specified by the parties.
Currency Option Style:	As specified by the parties. (An American option can be exercised any time up to and including the Expiration Date; a European option can only be exercised on the Expiration Date.)
Currency Option Type:	A Call with respect to the Call Currency and a Put with respect to the Put Currency; Binary in the case of a binary

Deliverable Foreign Exchange Options

	or digital option.
Call Currency:	The currency as specified by the parties from among those included in the list of available Currency Pairs. The Put Currency and Call Currency must represent a traded pair included in the list of available Currency Pairs.
Call Currency Amount:	As specified by the parties or, if not so specified, derived from the Put Currency Amount and Strike Price.
Put Currency:	The currency as specified by the parties from among those included in the list of available Currency Pairs. The Put Currency and Call Currency must represent a traded pair included in the list of available Currency Pairs.
Put Currency Amount:	As specified by the parties or, if not so specified, derived from the Call Currency Amount and Strike Price.
Strike Price:	As specified by the parties (if only one of the Put Currency or Call Currency is specified). If no Strike Price is specified and Automatic Exercise is applicable, the Strike Price will be calculated using the Put Currency and Call Currency in order to determine if the option is to be automatically exercised.
Reference Currency:	As specified by the parties.
Settlement Currency:	As specified by the parties.
Settlement Rate:	As specified by the parties or otherwise per the 1998 Definitions.
Settlement Rate Option:	As specified by the parties.
Expiration Date:	As specified by the parties.
Expiration Time:	The time in the location specified by the parties.
Latest Exercise Time:	The Expiration Time, unless otherwise specified by the parties. This applies only where the Currency Option Style is American.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
Settlement:	Deliverable or Cash Settlement
Settlement Amount:	In the case of a digital or binary option, as specified by the parties.
Settlement Date:	As specified by the parties.
Valuation Date:	As specified by the parties.
Averaging Dates:	As specified by the parties.
Premium:	As specified by the parties.
Premium Payment Date:	As specified by the parties.
Barrier Event:	As specified by the parties.

Deliverable Foreign Exchange Options

Calculation Agent:	As specified by the parties.
Business Day:	As specified by the parties.
Business Day Convention:	As specified by the parties.
Disruption Events:	As specified by the parties.
Disruption Fallbacks:	As specified by the parties for each applicable Disruption Event or otherwise per the 1998 Definitions.

Deliverable Foreign Exchange Option Available Currency Pairs

AUD/CAD	CNH/AUD	EUR/SAR	JPY/CNH	THB/HKD
AUD/CHF	CNH/CAD	EUR/SEK	JPY/HKD	THB/JPY
AUD/CNH	CNH/EUR	EUR/SGD	JPY/SGD	THB/NZD
AUD/HKD	CNH/GBP	EUR/THB	JPY/THB	THB/SGD
AUD/JPY	CNH/HKD	EUR/TRY	MXN/JPY	TRY/JPY
AUD/MXN	CNH/JPY	EUR/USD	NOK/JPY	USD/AED
AUD/NOK	CNH/NZD	EUR/ZAR	NOK/SEK	USD/BHD
AUD/NZD	CNH/SGD	GBP/AUD	NZD/CAD	USD/CAD
AUD/SEK	CNH/THB	GBP/CAD	NZD/CHF	USD/CHF
AUD/SGD	EUR/AED	GBP/CHF	NZD/CNH	USD/CNH
AUD/THB	EUR/AUD	GBP/CNH	NZD/HKD	USD/CZK
AUD/USD	EUR/BHD	GBP/HKD	NZD/JPY	USD/DKK
AUD/ZAR	EUR/CAD	GBP/JPY	NZD/NOK	USD/HKD
CAD/CHF	EUR/CHF	GBP/MXN	NZD/SEK	USD/HUF
CAD/CNH	EUR/CNH	GBP/NOK	NZD/SGD	USD/ILS
CAD/HKD	EUR/CZK	GBP/NZD	NZD/THB	USD/ISK
CAD/JPY	EUR/DKK	GBP/SEK	NZD/USD	USD/JPY
CAD/MXN	EUR/GBP	GBP/SGD	SEK/JPY	USD/KWD
CAD/NOK	EUR/HKD	GBP/THB	SGD/AUD	USD/MXN
CAD/SEK	EUR/HUF	GBP/TRY	SGD/CAD	USD/NOK
CAD/SGD	EUR/ILS	GBP/USD	SGD/CNH	USD/OMR
CAD/THB	EUR/ISK	GBP/ZAR	SGD/EUR	USD/PLN
CHF/CNH	EUR/JPY	HKD/AUD	SGD/GBP	USD/QAR
CHF/HKD	EUR/KWD	HKD/CAD	SGD/HKD	USD/RON
CHF/JPY	EUR/MXN	HKD/CHF	SGD/JPY	USD/RUB
CHF/MXN	EUR/NOK	HKD/CNH	SGD/NZD	USD/SAR
CHF/NOK	EUR/NZD	HKD/EUR	SGD/THB	USD/SEK

Deliverable Foreign Exchange Options

CHF/PLN	EUR/OMR	HKD/GBP	THB/AUD	USD/SGD
CHF/SEK	EUR/PLN	HKD/JPY	THB/CHF	USD/THB
CHF/SGD	EUR/QAR	HKD/NZD	THB/CNH	USD/TRY
CHF/THB	EUR/RON	HKD/SGD	THB/EUR	USD/ZAR
CHF/TRY	EUR/RUB	HKD/THB	THB/GBP	ZAR/JPY

Equity Index Swaps**Terms and Conditions**

Summary:	This covers equity index swaps (each, an “Equity Index Swap”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Equity Index Swap may be traded are shown below or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) 2002 ISDA Equity Derivatives Definitions (“Equity Definitions”) (c) Annex IS to 2009 Americas Master Equity Derivatives Confirmation, to 2007 European Master Equity Derivatives Confirmation Agreement (for EMEA indices, as indicated on the Equity Index Available Indices attached) or to Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement (for AEJ indices, as indicated on the Equity Index Available Indices attached) (d) the Revised ISDA AEJ Reference Price Source

Equity Index Swaps

	Matrix (June 25, 2009, or as updated effective prior to the Trade Date) (“AEJ Source”) For convenience, certain terms are mapped to their FpML 5.5 equivalent.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Equity
ISDA OTC Base Product:	Swap
ISDA OTC Sub-Product:	Price Return Basic Performance
ISDA OTC Transaction type:	Single Index
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Strike Date:	For a Forward Starting Transaction, as agreed by the parties (only for EMEA Indices).
Forward Starting:	As per Annex IS (only for EMEA Indices).
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	(i) The date specified by the parties, adjusted in accordance with any applicable Business Day Convention, or (ii) in the case of AEJ Indices, per Annex IS.
Effective Date Business Days:	As specified by the parties from among the Available Business Days (except for AEJ Indices).
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions (except for AEJ Indices).
Termination Date (“terminationDate”):	Per Annex IS, unless otherwise specified by the parties.
Index:	As specified by the parties from among the Available Indices.
Number of Index Units:	As specified by the parties or, if not so specified, determined by Annex IS (except for AEJ Indices).
Index Unit:	Per Annex IS (except for AEJ Indices and EMEA Indices).
Exchange(s):	(i) Per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as specified by the parties.
Multiple Exchange Index Annex/Component Security Index Annex:	Per Annex IS (EMEA Indices only).
Related Exchanges:	(i) Per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as specified by the parties.
Hedging Party:	(i) As specified by the parties, or (ii) in the case of AEJ Indices, per Annex IS.
Determining Party:	(i) As specified by the parties, or (ii) in the case of AEJ Indices, per Annex IS.
Equity Amounts:	
Equity Amount Payer (“payerPartyReference”):	As specified by the parties.
Equity Notional Amount:	As specified by the parties.
Equity Notional Reset:	As per Annex IS.
Type of Return:	(i) As specified by the parties, or (ii) in the case of AEJ Indices, per Annex IS unless specified by the parties.
Initial Price Election:	As specified by the parties (in the case of an EMEA Index only).
Initial Price:	As specified by the parties and (other than in the case of AEJ Indices) adjusted in accordance with Annex IS.

Equity Index Swaps

Final Price Election:	As specified by the parties (in the case of an EMEA Index only).
Final Price:	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as specified by the parties or, if not so specified, per the Equity Definitions.
Valuation Time:	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as specified by the parties or, if not so specified, per the Equity Definitions.
Valuation Dates:	As specified by the parties.
Averaging Dates:	In the case of AEJ Indices, as and if specified by the parties.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Notional Amount (“notionalAmount”):	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as specified by the parties or, if not so specified, per the Equity Definitions.
Payment Dates:	As per Annex IS, unless otherwise specified by the parties.
Initial Floating Rate:	As specified by the parties.
Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”):	As specified by the parties.
Linear Interpolation:	For the Calculation Periods specified by the parties to the extent permitted by Annex IS.
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As per Annex IS.
Payment Dates Business Days:	As per Annex IS.
Business Days (Other Than Payment Dates):	As specified by the parties.
Business Day Convention (Other Than Payment Dates):	As per Annex IS, unless otherwise specified by the parties.
Compounding:	As specified by the parties (EMEA Indices only).
Compounding Dates:	As specified by the parties if Compounding is applicable (EMEA Indices only).
Futures Price Valuation:	
Futures Price Valuation:	(i) As per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as specified by the parties or, if not so specified, per the Equity Definitions.
Exchange-traded Contract:	As specified in the Transaction Supplement.
Adjustment to Section 6.8 of the Equity Definitions:	As per Annex IS (other than in the case of AEJ Indices).
Settlement Terms:	
Cash Settlement:	As per Annex IS.
Settlement Currency:	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties.
FX Rate:	As agreed by the parties or as specified by the parties from among the Available FX Rates.

Dividends:	
Dividend Payment Date(s):	If type of return is “Total Return” (i) as per Annex IS unless otherwise agreed by the parties, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Dividend Period:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Dividend Amount:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Relevant Dividend:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Reinvestment of Dividends:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties.
Dividend Recovery:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Declared Cash Dividend Percentage:	If type of return is “Total Return” (i) as per Annex IS unless otherwise agreed by the parties, (ii) in the case of AEJ Indices, as and if agreed by the parties, or (iii) in the case of EMEA Indices, as agreed by the parties.
Declared Cash Equivalent Dividend Percentage:	If type of return is “Total Return” (i) as per Annex IS unless otherwise agreed by the parties, or (ii) in the case of AEJ Indices, as and if agreed by the parties.
Index Adjustment Events:	
Index Cancellation:	As per Annex IS.
Index Modification:	As per Annex IS.
Index Disruption:	As per Annex IS.
Additional Disruption Events:	
Change in Law:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as per Annex IS unless otherwise agreed by the parties.
Insolvency Filing:	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Hedging Disruption:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as per Annex IS (as applicable to the relevant country of underlier) unless otherwise agreed by the parties.
Increased Cost of Hedging:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.
Consequences of Hedging Disruption:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.
Loss of Stock Borrow:	(i) As per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.

Equity Index Swaps

Increased Cost of Stock Borrow:	(i) As per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.
Cancellation Amount:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.
Non-Reliance:	As per Annex IS.
Agreements and Acknowledgements Regarding Hedging Activities:	As per Annex IS.
Additional Acknowledgements:	As per Annex IS.
Index Disclaimer:	As per Annex IS.
Optional Early Termination:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, inapplicable.
Break Funding Recovery:	If Optional Early Termination is applicable, as specified by the parties.
Break Fee:	As specified by the parties in the case of EMEA Indices.
Calculation Agent:	(i) As agreed by the parties, or (ii) in the case of AEJ Indices, per Annex IS unless otherwise agreed by the parties.

Equity Index Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
CAD	Canadian Dollar	CATO
EUR	Euro	EUTA
GBP	Sterling	GBLO
HKD	Hong Kong Dollar	HKHK
JPY	Japanese Yen	JPTO
KRW	Korean Won	KRSE
SEK	Swedish Krona	SEST
USD	United States Dollars	USNY

Equity Index Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Equity Index Available Indices

Abbr	Name
AEX	AEX Index (EMEA)
AMZX	Alerian MLP Index Total Return
AMZIXVWAP	Alerian MLP Infrastructure Index Total Return VWAP
AS51	S&P/ASX 200 (AEJ)
BEL20	BEL20 Index (EMEA)
CAC	Cotation Assistée en Continu 40 (EMEA)

DAX	Deutscher Aktien Index (EMEA)
DJITR	Dow Jones Industrial Average Total Return
DJUSRE	Dow Jones U.S. Real Estate Index
EWTRGSPC	REUTERS – REU - S&P EW 500 INDEX
FTSEMIB	FTSE MIB Index (EMEA)
GCUDCA	MSCI Daily TR Gross Small Cap Canada USD
GCUDUS	MSCI Daily Total Return Gross Small Cap USA USD
GDDLCA	MSCI Canada Index CAD Total Return (Gross Dividends)
GDDUCA	MSCI Canada Index USD Daily Total Return (Gross Dividends)
GDDUEAFE	MSCI EAFE Index Total Return (Gross Dividends)
GDDUNA	MSCI North American Index USD Total Return (Gross Dividends)
GDDUUS	MSCI US Index Total Return (Gross Dividends)
HSCEI	Hang Seng China Enterprises Index (AEJ)
HSI	Hang Seng Index (AEJ)
IBEX	IBEX 35 Index(EMEA)
IBOV	BOVESPA Index
IXBTR	S&P 500 Material Select Sector Total Return
IXCPR	Communication Services Select Sector Index
IXCTR	Communication Services Select Sector Index TR
IXETR	S&P 500 Energy Select Sector Total Return
IXITR	S&P 500 Industrials Select Sector Total Return
IXMTR	S&P 500 Financials Select Sector Total Return
IXRTR	S&P 500 Consumer Staples Select Sector Total Return
IXTTR	S&P 500 Technology Select Sector Total Return
IXUTR	S&P 500 Utilities Select Sector Total Return
IXVTR	S&P 500 Health Care Select Sector Total Return
IXYTR	S&P 500 Consumer Discretionary Select Sector Total Return
KOSPI	Korea Composite Stock Price Index (AEJ)
M1CNA	MSCI China A Inclusion USD Index (Net)
MEXBOL	Mexican IPC Index (Indice de Precios y Cotizaciones)
MSLUELAN	MSCI Emerging Markets Latin America Small Cap Index (USD) (Net Dividends)
NDDLCA	MSCI Canada Index CAD Total Return (Net Dividends)
NDDUEAFE	MSCI EAFE Net Total Return USD Index
NDDUNA	MSCI North American Index USD Total Return (Net Dividends)
NDDUUS	MSCI US Index Total Return (Net Dividends)
NDDUJN	MSCI Japan Index Total Return (Net Dividends)
NDEUMXF	MSCI Mexico Index USD Total Return (Net Dividends)
NDEUSCH	MSCI Chile Index Total Return (Net Dividends)
NDEUSCO	MSCI Colombia Index Total Return (Net Dividends)
NDEUSPR	MSCI Peru Index Total Return (Net Dividends)
NDUEBRAFL	MSCI Brazil Index USD Total Return (Net Dividends)
NDUEEGFL	MSCI Emerging Markets Latin America USD
NDX	NASDAQ-100
NKY	Nikkei 225 Index (AEJ)
OEXT	S&P 100 Total Return
OMX	OMX Stockholm 30 (EMEA)
RGUSFL	Russell 1000 Financial
RU10GRTR	Russell 1000 Growth Total Return
RU10INTR	Russell 1000 Total Return
RU10VATR	Russell 1000 Value Total Return
RU20GRTR	Russell 2000 Growth Total Return
RU20INTR	Russell 2000 Total Return
RU20VATR	Russell 2000 Value Total Return

Equity Index Swaps

SP5LVIT	S&P 500 Low Volatility Total Return Index
SPSIBITR	S&P Biotechnology Select Industry Total Return Index
SPSIOP	S&P Oil & Gas Exploration & Production Select Industry Index
SPTRCOND	S&P 500 Consumer Discretionary Sector Total Return Index
SPTRCONS	S&P 500 Consumer Staples Sector Total Return Index
SPTRENR	S&P 500 Energy Sector Total Return Index
SPTRFINL	S&P 500 Financials Sector Total Return Index
SPTRHLTH	S&P 500 Health Care Sector Total Return Index
SPTRINDU	S&P 500 Industrials Sector Total Return Index
SPTRMATR	S&P 500 Materials Sector Total Return Index
SPTRMDCP	S&P MidCap 400 Total Return
SPTRRLST	S&P 500 Real Estate Sector Total Return Index
SPTRSMCP	S&P SmallCap 600 Total Return
SPTRSVX	S&P 500 Value Total Return Index
SPTRUTIL	S&P 500 Utilities Sector Total Return Index
SPXT	S&P 500 Total Return
STENRSR	S&P/TSX Composite Energy Index Total Return Swap
SX5E	Eurostoxx 50 Index (EMEA)
TSX69	S&P/TSX 60 Index
UKX	FTSE 100 Index (EMEA)
XNDX	NASDAQ-100 Total Return
XSOX	PHLX Semiconductor Sector Index Total Return

Equity Index Available FX Rates

Currency Pair	Available FX Rates
KRW/USD	BB: The rate implied by sourcing the Index on Bloomberg via “KOSPI>USD>GO” ISDA: The rate determined in accordance with the AEJ Source

Equity Index Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Equity Index Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Equity Index Notional Amounts

Currency	Minimum	Increment	Maximum	Default
USD	10,000,000	1,000,000	N/A	N/A

Equity Index Swaps

Equity Index Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
AUD-AONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
AUD-AONIA-OIS-COMPOUND-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-AUBBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSY (BID)	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Swap Rate-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-CORRA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CAD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-REPO-CORRA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-RONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-ATHIBOR	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIMID-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIMID-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR=	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HONIX-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-4:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
Rate-11:00-BGCANTOR				
HKD-Quarterly-Annual Swap Rate-4:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-FRASETT	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-MUTANCALL-TONAR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (10 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (5 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-ZTIBOR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
KRW-CD-3220	All quoted tenors	N/A	Per ISDA 2006	N
KRW-CD-KSDA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
KRW-Quarterly Annual Swap Rate-3:30-ICAP	3M	N/A	Per ISDA 2006	N
KRW-Bond-3222	3M	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SOFR-Compound	N/A	N/A	N/A	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Requirements and Defaults

Date	Requirement	Default
Effective Date Business Day Convention		No Adjustment
Designated Maturities for Linear Interpolation		Tenors quoted next shorter and longer than the actual Calculation Period length

Equity Index Variance Swaps**Terms and Conditions**

Summary/Contract Description:	This covers equity index variance swaps (each, an “Equity Index Variance Swap”). An Equity Index Variance Swap is a product used to hedge or take a direct view on the volatility of an underlying equity index by paying or receiving an amount based on the difference between the actual realized variance of an index over the life of the contract and the variance strike price agreed at contract inception.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Equity
ISDA OTC Base Product:	Swap
ISDA OTC Sub-Product:	Parameter Return Variance
ISDA OTC Transaction type:	Single Index
Available Underlying Indices:	The index specified by the parties from among the indices listed in the table below titled “Equity Index Variance Swap Available Indices.”
Contract Size:	The contracts are quoted in “Vega” amounts. The minimum contract size is 1,000 of the currency of which the underlying index settles in.
Quoting Convention:	The contracts are quoted in volatility percentage points.
Leg Conventions:	Floating Leg Rate – The realized variance rate that is calculated on the Expiration Date. Fixed Leg Rate – The agreed fixed rate of variance (Traded Price).
Tenor:	Tenors of any duration greater than 0 years and less than 50 years.
Trade Types:	Capped – the maximum payout of the contract is capped at an agreed price. Uncapped – there is no maximum payout on the contract.
Trade Start Types:	Immediate – the observation period of the contract begins on the Trade Date. Forward – the observation period of the contract begins on an agreed-upon date after the Trade Date.
Trade Date:	The date on which the contract is entered into.
Observation Start Date:	The Trade Date or, in the case of a forward starting transaction, an agreed-upon date after the Trade Date.
Valuation Date:	The date upon which the final rate of volatility will be calculated on using the “Applicable Formula” below.
Settlement:	The contracts are cash settled. If the difference between the realized variance and the “Variance Strike” (as agreed by the parties) is positive the seller pays the

Equity Index Variance Swaps

	<p>difference to the buyer. If the difference between the realized variance and the Variance Strike is negative the buyer pays the difference to the seller.</p> <p>Settlement of the contract occurs after the Valuation Date and in line with the settlement convention of the underlying equity index.</p>
Settlement Payments/Payment Date:	T+2 (adjustments according to following business day convention).
Minimum Price or Incremental Price:	The contracts are quoted in volatility percentage points. There is no minimum price or minimum incremental price for the contract.
Payment Frequency:	One time.
Payment Exchange:	<p>The buyer of a variance swap pays a fixed rate (the Variance Strike) in exchange for a payout based on the daily realized variance.</p> <p>The seller of a variance swap receives a fixed rate (the Variance Strike) in exchange for a payout based on the daily realized variance.</p>
Day Count:	Business Days Per Year = 252
Business Day Convention:	Following business day convention.
Applicable Formula:	<p>The final realized rate of variance will be calculated using the following formula:</p> $100x\sqrt{\frac{252 \times \sum_{i=1}^n (\text{Return}(i))^2}{N}}$ <p>Where:</p> $\text{Return}(i) = \ln\left(\frac{\text{Index}_i}{\text{Index}_{i-1}}\right)$ <p>n = the number of observations excluding the initial observation on the Observation Start Date, but including the Valuation Date;</p> <p>i = the relevant observation day;</p> <p>Index_i = the closing level of the underlying index “i” business days from the Observation Start Date, except for (i) Index₀ which shall equal the initial index level, and (ii) Index_n which shall equal the closing level of the underlying index on the Valuation Date. Index_{i-1} will be modified by deducting the dividend in case it is an ex-date.</p> <p>If applicable, the volatility cap will be set at 2.5x the Volatility Strike.</p> <p>N = Expected number of observations as agreed by the parties.</p>

	In = the natural logarithm.
Market Disruption:	As specified by the parties.

Equity Index Variance Swap Available Indices

Abbr	Name
DAX	Deutscher Aktien Index
DJITR	Dow Jones Industrial Average Total Return
DJUSRE	Dow Jones U.S. Real Estate Index
FTXIN25	FTSE China 50 Index
GDDLCA	MSCI Canada Index CAD Total Return (Gross Dividends)
GDDUEAFE	MSCI EAFE Index Total Return (Gross Dividends)
GDDUNA	MSCI North American Index USD Total Return (Gross Dividends)
GDDUUS	MSCI US Index Total Return (Gross Dividends)
HSCEI	Hang Seng China Enterprises Index
HSI	Hang Seng Index
IBOV	BOVESPA Index
KOSPI	Korea Composite Stock Price Index
MDCPSPTR	S&P MidCap 400 Total Return
MEXBOL	Mexican IPC index (Indice de Precios y Cotizaciones)
NDDLCA	MSCI Canada Index CAD Total Return (Net Dividends)
NDDUNA	MSCI North American Index USD Total Return (Net Dividends)
NDDUUS	MSCI US Index Total Return (Net Dividends)
NDEUBRAF	MSCI Brazil Index USD Total Return (Net Dividends)
NDEUMXF	MSCI Mexico Index USD Total Return (Net Dividends)
NDEUSCH	MSCI Chile Index Total Return (Net Dividends)
NDEUSCO	MSCI Colombia Index Total Return (Net Dividends)
NDUEEGF	MSCI Emerging Markets Index
NDUEEGFL	MSCI Emerging Markets Latin America USD
NDX	NASDAQ-100
OEXT	S&P 100 Total Return
RGUSFL	Russell 1000 Financial
RU10GRTR	Russell 1000 Growth Total Return
RU10INTR	Russell 1000 Total Return
RU10VATR	Russell 1000 Value Total Return
RU20GRTR	Russell 2000 Growth Total Return
RU20INTR	Russell 2000 Total Return
RU20VATR	Russell 2000 Value Total Return
SMCPSPTR	S&P SmallCap 600 Total Return
SPXT	S&P 500 Total Return
SX5E	Eurostoxx 50 Index
UKX	FTSE 100 Index

Equity Index Volatility Swaps**Terms and Conditions**

Summary:	This covers equity index volatility swaps (each, an “Equity Index Volatility Swap”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Equity Index Volatility Swap may be traded are shown below or in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies.</p> <p>Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY).</p> <p>In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) 2002 ISDA Equity Derivatives Definitions (c) Annex IVS to: (i) the 2006 Japan Master Variance Swap Confirmation Agreement for Japan Indices, (ii) the 2007 Americas Master Variance Swap Confirmation Agreement, (iii) the Revised 2007 AEJ Master Variance Swap Confirmation Agreement for AEJ indices, or (iv) the 2007 European Variance Swap Master Confirmation Agreement for EMEA Indices (as indicated on the Equity Index Volatility Swap –Available Indices below) (d) the Market Practice Statement for Variance Swap Transactions Involving Japanese Shares or Indices Regarding When Exchange-Imposed Daily Price Limitations Would Constitute a Market Disruption Event Due To a Trading Disruption published by ISDA on October 22, 2009 (the “Japan Index Market Practice Statement”) <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>

Equity Index Volatility Swaps

Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Equity
ISDA OTC Base Product:	Swap
ISDA OTC Sub-Product:	Parameter Return Volatility
ISDA OTC Transaction Type:	Single Index
Further Limitations:	None.
Terms:	
Trade Date:	As agreed by the parties.
Effective Date (“effectiveDate”):	As per Annex IVS (other than for a Japan Index).
Termination Date (“terminationDate”):	As per Annex IVS.
Exchanges:	As specified by the parties.
Related Exchanges:	As per Annex IVS.
Volatility Buyer:	Not applicable.
Volatility Seller:	Not applicable.
Volatility Cap:	If applicable, as specified by the parties.
Index:	As specified by the parties from among the Equity Index Volatility Swap – Available Indices (see below).
Equity Amounts:	
Equity Amount Payer (“payerPartyReference”):	The Volatility Seller.
Equity Notional Amount:	As specified by the parties (other than for an EMEA Index).
Equity Notional Reset:	As per Annex IVS.
Type of Return:	As per Annex IVS.
Initial Price:	As per Annex IVS.
Final Price:	As per Annex IVS.
Valuation Time:	As per Annex IVS.
Observation Start Date:	As specified by the parties or otherwise as per Annex IVS.
Observation End Date:	As per Annex IVS.
Observation Day:	As per Annex IVS (with Disrupted Date being determined, in the case of a Japan Index, in accordance with the Japan Index Market Practice Statement).
Non-Disrupted Observation Day:	As per Annex IVS.
Observation Period:	As per Annex IVS.
Futures Price Valuation:	As specified by the parties or determined in accordance with Annex IVS.
Default Exchange-traded Contract:	As per Annex IVS.
Equity Amount:	The product of the Equity Notional Amount and the Final Realized Volatility (or, if there is a Volatility Cap, the lesser of the Realized Volatility or the Volatility Cap).
Variance Strike Price:	Not applicable.
Variance Cap:	Not applicable.
Final Realized Volatility:	As per Annex IVS.
Initial Index Level:	As specified by the parties.
Closing Index Level:	If specified by the parties, and determined per Annex IVS.
Expiring Contract Level:	If specified by the parties or as determined per Annex IVS.
Variance Amount:	Not applicable.
Volatility Strike Price:	Not applicable.
Variance Strike Price:	Not applicable.
Variance Cap Amount:	Not applicable.
Final Realized Volatility (“FRV”):	Per Annex IVS.

Equity Index Volatility Swaps

N:	As specified by the parties or otherwise per Annex IVS (other than for an AEJ Index).
Expected N:	As specified by the parties or otherwise per Annex IVS (only for an AEJ Index).
Market Disruption Event:	As per Annex IVS.
Fixed Amount:	
Fixed Amount Payer:	The Volatility Buyer.
Fixed Amount:	The product of the Equity Notional Amount and the Volatility Strike.
Volatility Strike:	As specified by the parties.
Settlement Terms:	
Cash Settlement:	As per Annex IVS.
Settlement Currency:	As per Annex IVS.
Cash Settlement Payment Date:	As per Annex IVS.
Index Adjustment Events:	
Index Cancellation:	As per Annex IVS.
Index Modification:	As per Annex IVS.
Index Disruption:	As per Annex IVS.
IVS Cancellation and Payment:	As per Annex IVS.
Additional Disruption Events:	
Change in Law:	As per Annex IVS.
Non-Reliance:	As per Annex IVS.
Agreements and Acknowledgements Regarding Hedging Activities:	As per Annex IVS.
Additional Acknowledgements:	As per Annex IVS.
Index Disclaimer:	As per Annex IVS.
Calculation Agent:	As agreed by the parties.

Equity Index Volatility Swap – Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY

Equity Index Volatility Swap – Available Indices

Abbr	Name
SPX	S&P 500 Index
SPXT	S&P 500 Total Return

Fixed for Floating Agricultural Swaptions**Terms and Conditions**

Summary:	This covers uncleared fixed for floating agricultural swaptions (“Fixed for Floating Agricultural Swaptions”).
Limitations on Available Selections and Default Settings:	The terms under which Fixed for Floating Agricultural Swaptions may be traded are shown below and in the attached tables.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Agricultural
ISDA OTC Settlement type:	Cash
Further Limitations:	None
Trade Date:	As agreed by the parties.
Option Style:	As specified by the parties from among the Available Option Styles.
Option Type:	Swaption
Buyer:	As specified by the parties.
Seller:	As specified by the parties.
Total Premium:	As specified by the parties.
Premium Payment Date(s):	As specified by the parties, subject to adjustment in accordance with the Business Day Convention.
Premium Payment Date Business Days:	Per the Available Currencies, plus such additional Business Days as the parties specify.
Premium Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions or otherwise per the Commodity Definitions.
Physical/Contract Settlement:	Applicable
Procedure for Exercise:	
Exercise Period:	For an American Option, the period of days and the times on such days specified by the parties. For any other Option Style, the times on the Expiration Date or Potential Exercise Date specified by the parties.
Potential Exercise Dates:	For a Bermuda Option, the days specified by the parties.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
Written Confirmation:	As specified by the parties.
Seller’s Notice Information:	As specified by the Seller.
Terms of the Underlying Transaction to which the Swaption Relates:	
Trade Date:	As agreed by the parties.
Effective Date:	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Days:	None, unless specified by the parties.
Effective Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Termination Date:	As specified by the parties.
Termination Date Business Days:	None, unless specified by the parties.

Fixed for Floating Agricultural Swaptions

Termination Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Commodity:	As specified by the parties from among the Available Commodities.
Total Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Calculation Periods:	As specified by the parties.
Calculation Period Business Days:	None, unless specified by the parties.
Calculation Period Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates:	In relation to each Calculation Period, as specified by the parties, each such day being subject to adjustment in accordance with the Payment Date Business Day Convention.
Payment Date Business Days:	The Business Days specified for the relevant Commodity, plus any additional Business Days specified by the parties from among the Available Business Days.
Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties per Unit of the Commodity or overall.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Applicable Spread:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Calculation Agent:	As agreed by the parties.

Fixed for Floating Agricultural Swaptions

Fixed for Floating Agricultural Swaptions Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
EUR	Euro	EUTA
GBP	Sterling	GBLO

Fixed-for-Floating Agricultural Swaptions Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Fixed-for-Floating Agricultural Swaptions Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
COCOA-GBP-EURONEXT
COCOA-NYBOT ¹
COFFEE ARABICA-NYBOT ¹
COFFEE ROBUSTA-EURONEXT
CORN-CBOT
COTTON NO. 2-NYBOT ¹
FROZEN CONCENTRATED ORANGE JUICE NO. 1-NYBOT ¹
LEAN HOGS-CME
MILK-CLASS III-CME
MILK-CLASS IV-CME
SOYBEAN-CBOT
SOYBEAN MEAL-CBOT
SOYBEAN OIL-CBOT
SUGAR #11 (WORLD)-NYBOT ¹
WHEAT-CBOT
WHEAT HRM-KCBOT
WHITE SUGAR-EURONEXT

¹ The New York Board of Trade (NYBOT) was renamed ICE Futures US in 2007.

Exchange Definitions

The following Commodity Reference Prices are as defined in the Commodity Price Reference Framework in Sub-Annex A to the Commodity Definitions.

ISDA Definition					
Commodity Reference Price	Relevant Commodity	Relevant Unit	Exchange	Currency	Specified Price
BUTTER-CME	Butter	Pound	CME Globex	USD 0.01	Settlement Price
CHEESE-CME	Cheese	Pound	CME Globex	USD 0.01	Settlement Price
CRUDE PALM OIL-CME	Crude Palm Oil	Metric Ton	CME Globex	USD 0.01	Settlement Price
DRY WHEY-CME	Dry Whey	Pound	CME Globex	USD 0.01	Settlement Price
HARD RED SPRING WHEAT-MGEX	Wheat	Bushel	Minneapolis Grain Exchange	USD 0.01	Settlement Price
MILLING WHEAT-EURONEXT	Wheat	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price
NONFAT DRY MILK-CME	Non-Fat Dry Milk	Pound	CME Globex	USD 0.01	Settlement Price
RAPESEED-EURONEXT	Rapeseed	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price

Fixed for Floating Agricultural Swap Contracts**Terms and Conditions**

Summary:	This covers uncleared fixed-for-floating agricultural swaps (“Fixed for Floating Agricultural Swap Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which Fixed for Floating Agricultural Swap Contracts may be traded are shown below and in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Agricultural
ISDA OTC Settlement type:	Cash
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Effective Date:	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Days:	None, unless specified by the parties.
Effective Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Termination Date:	As specified by the parties.
Termination Date Business Days:	None, unless specified by the parties.
Termination Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Commodity:	As specified by the parties from among the Available Commodities.
Total Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Calculation Periods:	As specified by the parties.
Calculation Period Business Days:	None, unless specified by the parties.
Calculation Period Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates:	In relation to each Calculation Period, as specified by the parties, each such day being subject to adjustment in accordance with the Payment Date Business Day Convention.

Fixed for Floating Agricultural Swap Contracts

Payment Date Business Days:	The Business Days specified for the relevant Commodity, plus any additional Business Days specified by the parties from among the Available Business Days.
Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties per Unit of the Commodity or overall.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Applicable Spread:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Calculation Agent:	As agreed by the parties.

Fixed-for-Floating Agricultural Swap Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
EUR	Euro	EUTA
GBP	Sterling	GBLO

Fixed-for-Floating Agricultural Swap Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Fixed-for-Floating Agricultural Swap Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
COCOA-GBP-EURONEXT

COCOA-NYBOT ¹
COFFEE ARABICA-NYBOT ¹
COFFEE ROBUSTA-EURONEXT
CORN-CBOT
COTTON NO. 2-NYBOT ¹
FROZEN CONCENTRATED ORANGE JUICE NO. 1-NYBOT ¹
LEAN HOGS-CME
MILK-CLASS III-CME
MILK-CLASS IV-CME
SOYBEAN-CBOT
SOYBEAN MEAL-CBOT
SOYBEAN OIL-CBOT
SUGAR #11 (WORLD)-NYBOT ¹
WHEAT-CBOT
WHEAT HRM-KCBOT
WHITE SUGAR-EURONEXT

Exchange Definitions

The following Commodity Reference Prices are as defined in the Commodity Price Reference Framework in Sub-Annex A to the Commodity Definitions.

ISDA Definition					
Commodity Reference Price	Relevant Commodity	Relevant Unit	Exchange	Currency	Specified Price
BUTTER-CME	Butter	Pound	CME Globex	USD 0.01	Settlement Price
CHEESE-CME	Cheese	Pound	CME Globex	USD 0.01	Settlement Price
CRUDE PALM OIL-CME	Crude Palm Oil	Metric Ton	CME Globex	USD 0.01	Settlement Price
DRY WHEY-CME	Dry Whey	Pound	CME Globex	USD 0.01	Settlement Price
HARD RED SPRING WHEAT-MGEX	Wheat	Bushel	Minneapolis Grain Exchange	USD 0.01	Settlement Price
MILLING WHEAT-EURONEXT	Wheat	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price
NONFAT DRY MILK-CME	Non-Fat Dry Milk	Pound	CME Globex	USD 0.01	Settlement Price
RAPESEED-EURONEXT	Rapeseed	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price

¹ The New York Board of Trade (NYBOT) was renamed ICE Futures US in 2007.

Fixed for Floating Interest Rate Swaps**Terms and Conditions**

Summary:	This covers uncleared fixed for floating interest rate swaps (“Fixed for Floating Interest Rate Swap (Uncleared)”).
Limitations on Available Selections and Default Settings:	<p>The terms under which a Fixed for Floating Interest Rate Swap (Uncleared) contract may be traded are as specified in these terms and conditions or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (e.g., London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA Settlement Matrix (if Optional Early Termination applies) (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>

Fixed for Floating Interest Rate Swaps

Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Fixed Floating
Further Limitations:	None
Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Fixed Rate Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
initial Floating Rate:	As specified by the parties.
Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”):	As specified by the parties.
Linear Interpolation:	For the Calculation Periods specified by the parties.
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation

Fixed for Floating Interest Rate Swaps

	applies, as specified by the parties.
Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Method of Averaging:	As specified by the parties.
Compounding:	As specified by the parties.
Compounding Dates:	In the event Compounding is selected, as selected by the parties.
Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Mark-to-Market Currency Swap:	
Mark-to-Market Currency Swap:	As specified by the parties, if the Currency Amounts are in different Currencies.
Variable Currency Payer:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Constant Currency Payer:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Currency Exchange Rate:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap and ISDA MTM Matrix is not applicable.
ISDA MTM Matrix:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Initial Exchange:	
Initial Exchange Date:	As specified by the parties.
Fixed Rate Payer Initial Exchange Amount:	As specified by the parties.
Floating Payer Initial Exchange Amount:	As specified by the parties.
Currency:	As specified from the parties from the Available Currencies.
Interim Exchanges:	
Interim Exchange Dates:	As specified by the parties.
Fixed Rate Payer Interim Exchange Amount:	As specified by the parties.
Fixed Rate Payer Interim Exchange Amount:	As specified by the parties.
Currency:	As specified from the parties from the Available Currencies.
Final Exchange:	
Final Exchange Date:	As specified by the parties.
Fixed Rate Payer Final Exchange Amount:	As specified by the parties.
Fixed Payer Final Exchange Amount:	As specified by the parties.
Currency:	As specified from the parties from the Available Currencies.

Fixed for Floating Interest Rate Swaps

Optional Early Termination:	
Optional Early Termination:	As specified by the parties.
Option Style:	As specified by the parties.
Optional Early Termination Date:	As specified by the parties.
Seller:	As specified by the parties if only one party can terminate.
Buyer:	As specified by the parties, if only one party can terminate.
Seller's Agent:	As specified by the parties, if only one party can terminate.
Business Days for Payments:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Exercise Business Days:	As specified by the parties.
Optional Early Termination Procedure for Exercise:	
Commencement Date:	As specified by the parties, if the Option Style is American.
Bermuda Option Exercise Dates:	As specified by the parties, if the Option Style is Bermuda.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Earliest Exercise Time:	As specified by the parties.
Latest Exercise Time:	As specified by the parties.
Exercise Business Day:	As specified by the parties.
Partial Exercise:	As specified by the parties, if Option Style is European.
Multiple Exercise:	As specified by the parties, if Option Style is American or Bermuda.
Minimum Notional Amount:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Maximum Notional Amount:	As specified by the parties if Multiple Exercise is specified.
Integral Multiple:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Optional Early Termination Settlement Terms:	
Cash Settlement:	As specified by the parties.
ISDA Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a single currency Transaction.
ISDA Cross Currency Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a cross currency Transaction whose currencies are listed as a "currency pair" in the Cross Currency Settlement Matrix.
Cash Settlement Valuation Time:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Valuation Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Valuation Business Days:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date Business Days Convention:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Method:	If Cash Settlement is applicable, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Currency:	If Cash Settlement is applicable, and "Cash Price" or

Fixed for Floating Interest Rate Swaps

	“Cash Price—Alternate” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Settlement Rate:	If Cash Settlement is applicable, and “Par Yield Curve—Adjusted,” “Par Yield Curve—Unadjusted” or “Zero Coupon Curve—Adjusted” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Reference Banks:	As specified by the parties, if Settlement Rate is applicable.
Cash Settlement Reference Banks:	If Cash Settlement is applicable, as specified by the parties.
Quotation Rate:	If Cash Settlement is applicable, as specified by the parties from among the Available Quotation Rates.
Calculation Agent:	As agreed by the parties.

Fixed Floating Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
BRL	Brazilian Reai	Any of BR{SP,RJ,BR} and not otherwise declared a market holiday by the BM&F
CAD	Canadian Dollar	CATO
CHF	Swiss Franc	CHZU
CLP	Chilean Peso	CLSA
CNH	Chinese Renminbi (HK)	HKHK and CNBE
CNY	Chinese Renminbi	CNBE
COP	Colombian Peso	COBO
CZK	Czech Koruna	CZPR
DKK	Danish Krone	DKCO
EUR	Euro	EUTA
GBP	Sterling	GBLO
HKD	Hong Kong Dollar	HKHK
HUF	Hungarian Forint	HUBU
ILS	Israeli Shekel	ILTA
INR	Indian Rupee	INMU
JPY	Japanese Yen	JPTO
KRW	Korean Won	KRSE
MXN	Mexican Peso (New)	MXMC
MYR	Malaysian Ringgit	MYKL
NOK	Norwegian Krone	NOOS
NZD	New Zealand Dollar	NZAU and NZWE
PHP	Phillipine Peso	PHMA
PLN	Polish Zloty	PLWA
RON	Romanian Leu	ROBU
RUB	Russian Ruble	RUMO
SAR	Saudi Arabian Riyal	SARI
SEK	Swedish Krona	SEST
SGD	Singapore Dollar	SGSI
THB	Thai Baht	THBA

Fixed for Floating Interest Rate Swaps

TRY	Turkish Lira	TRIS
TWD	Taiwan Dollar	TWTA
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJ0

Fixed Floating Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Fixed Floating Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Fixed Floating Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP	Plus Two Banking Days
CAD, GBP	Plus Zero

Fixed Floating Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Fixed Floating Notional Amounts

Currency	Minimum	Increment	Maximum	Default
AUD	25,000,000	100,000	N/A	N/A
BRL	5,000,000	100,000	N/A	N/A
CAD	25,000,000	1,000,000	N/A	N/A
CHF	5,000,000	100,000	N/A	N/A
CLP	5,000,000	100,000	N/A	N/A
CNH	5,000,000	100,000	N/A	N/A
CNY	5,000,000	100,000	N/A	N/A
COP	5,000,000	100,000	N/A	N/A
CZK	5,000,000	100,000	N/A	N/A
DKK	5,000,000	100,000	N/A	N/A
EUR	25,000,000	100,000	N/A	N/A
GBP	25,000,000	100,000	N/A	N/A
HKD	25,000,000	100,000	N/A	N/A
HUF	5,000,000	100,000	N/A	N/A
ILS	5,000,000	100,000	N/A	N/A

Fixed for Floating Interest Rate Swaps

INR	5,000,000	100,000	N/A	N/A
JPY	2,500,000,000	100,000,000	N/A	N/A
KRW	5,000,000	100,000	N/A	N/A
MXN	10,000,000	1,000,000	N/A	N/A
MYR	5,000,000	100,000	N/A	N/A
NOK	5,000,000	100,000	N/A	N/A
NZD	5,000,000	100,000	N/A	N/A
PHP	5,000,000	100,000	N/A	N/A
PLN	5,000,000	100,000	N/A	N/A
RON	5,000,000	100,000	N/A	N/A
RUB	5,000,000	100,000	N/A	N/A
SAR	5,000,000	100,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
SGD	5,000,000	100,000	N/A	N/A
THB	5,000,000	100,000	N/A	N/A
TRY	5,000,000	100,000	N/A	N/A
TWD	5,000,000	100,000	N/A	N/A
USD	25,000,000	1,000,000	N/A	N/A
ZAR	5,000,000	100,000	N/A	N/A

Fixed Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
AUD-AONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
AUD-AONIA-OIS-COMPOUND-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-AUBBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSY (BID)	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-Annual Swap Rate-ICAP-	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

Reference Banks					
AUD-Swap Rate-Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
BRL-CDI-CETIP	See below	N/A	See below	See below	
CAD-BA-CDOR	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-BA-CDOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-BA-ISDD	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-BA-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-BA-Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-BA-Telerate	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-CORRA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)	
CAD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)	
CAD-LIBOR-BBA-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)	
CAD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)	
CAD-REPO-CORRA	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-TBILL-ISDD	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-TBILL-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-TBILL-Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
CAD-TBILL-Telerate	All quoted tenors	N/A	Per ISDA 2006	N	
CHF USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-ISDAFIX-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
CHF-TOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	

Fixed for Floating Interest Rate Swaps

CLP-CLICP-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CNH-HIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CNH-HIBOR-TMA	All quoted tenors	N/A	Per ISDA 2006	N
CNY-CNREPOFIX=CFXS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CNY-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
CNY-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CNY-SHIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
COP-IBR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CZK-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
CZK-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CZK-PRIBOR-PRBO	All quoted tenors	N/A	Per ISDA 2006	N
CZK-PRIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR-DKNA13	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR-DKNA13-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR2-DKNA13	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CITA-DKNA14-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
DKK-DKKOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00- SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month- SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA- AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS- 10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS- 10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS- 11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS- COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS- COMPOUND- Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap- Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR- Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR- Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR- Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR- Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR- Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS- COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

Swap Rate-10:00					
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-SONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-WMBA-RONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
GRD-ATHIBOR-ATHIBOR	All quoted tenors	N/A	Per ISDA 2006	N	
GRD-ATHIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	

Fixed for Floating Interest Rate Swaps

GRD-ATHIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIMID-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIMID-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR=	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HONIX-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-4:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-4:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HUF-BUBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HUF-BUBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
ILS-TELBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ILS-TELBOR01-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
INR-FBIL-MIBOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
JPY USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

JPY-ISDA-Swap Rate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-FRASETT	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-MUTANCALL-TONAR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (10 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (5 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-ZTIBOR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
KRW-CD-3220	All quoted tenors	N/A	Per ISDA 2006	N
KRW-CD-KSDA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

MXN-TIIE-Banxico-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
MYR-KLIBOR-BNM	All quoted tenors	N/A	Per ISDA 2006	N
MYR-KLIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-NIBR	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-NIBR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-BID	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-FRA	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
NZD-NZIONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
NZD-Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
NZD-Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PHP-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
PHP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PLN-WIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PLN-WIBOR-WIBO	All quoted tenors	N/A	Per ISDA 2006	N
PLZ-WIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PLZ-WIBOR-WIBO	All quoted tenors	N/A	Per ISDA 2006	N
RON-RBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
RUB-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
RUB-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
RUB-MOSPRIME-NFEA	All quoted tenors	N/A	Per ISDA 2006	N
RUB-MOSPRIME-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SAR-SRIOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SAR-SRIOR-SUAA	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-VWAP-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
THB-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
THB-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
THB-SOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
THB-SOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
THB-SOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

THB-THBFIX-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
TRY-TRYIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Quarterly-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Quarterly-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Reuters-6165	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Telerate-6165	All quoted tenors	N/A	Per ISDA 2006	N
TWD-TWCPBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-SOFR-COMPOUND	All quoted tenors	N/A	Prior to publication of a supplement to ISDA 2006 including USD-SOFR-COMPOUND, not applicable and thereafter, per ISDA 2006	No
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

Definition of BRL Floating Rate Option

Floating Amount:	Notwithstanding anything to the contrary
$FX \text{ Rate} \times \text{Currency Amount} \times \left[\prod_{j=1}^N \left(1 + \frac{\text{Relevant Rate}_j}{252} \right) - 1 \right]^{252/N}$	
	<p>Where: <i>N</i>=number of Reset Dates in the Calculation Period <i>j</i>=a particular Reset Date <i>Relevant Rate</i>=the Relevant Rate for instance <i>j</i> of Reset Date</p>
BRL-CDI-CETIP:	For any Reset Date, the Overnight Brazilian Interbank Deposit Rate Annualized, known as the average (“Media”) of the DIOVER- EXTRA Group as published by CETIP (<i>Câmara de</i>

Fixed for Floating Interest Rate Swaps

	<p><i>Custódia e Liquidação</i>) (the “Overnight CDI Rate”) for such date; provided that (i) such rate is published not later than 12:00 p.m. on the Brazil Business Day next following such Reset Date and (ii) any adjustments made by CETIP to such rate at any time later than the end of the business day on such Reset Date shall not be taken into account.</p> <p>If for any Reset Date there is no published Overnight CDI Rate (including as a result of the proviso above), CDI for the relevant Reset Date will be the overnight deposit rate published for such date by the BM&F in accordance with its rules (see http://www.bmf.com.br/portal/pages/boletim1/bd_manual/indicadoreFinanceiros1.asp, or any successor page).</p> <p>If the BM&F does not publish such a rate for such date, CDI for the relevant Reset Date shall be determined jointly by the parties.</p> <p>If the parties do not agree on a determination of such rate within one Brazil Business Day following the relevant Reset Date, CDI shall be determined through a CDI Reference Dealer Poll as described herein.</p> <p>If CDI for a Reset Date is not so determined by a CDI Reference Dealer Poll, BRL-CDI-Reference Dealers shall apply.</p>
BRL-CDI-Reference Dealers:	<p>If applicable for a Reset Date as set forth above, the Calculation Agent shall conduct up to four dealer polls commencing on the Brazil Business Day following the relevant Reset Date, in each case by requesting each of the CDI Reference Dealers to provide a quotation of the CDI.</p> <p>If at least four such quotations are obtained from CDI Reference Dealers in any such poll, the highest and lowest quotations will be disregarded and CDI for the relevant Reset Date will equal the arithmetic mean of the remaining quotations.</p> <p>If fewer than four such quotations are obtained from a poll, the Calculation Agent shall conduct additional such polls until four such quotations are obtained in any poll; provided that the Calculation Agent shall not conduct more than four polls in the aggregate (with not more than two polls on any day and with such polls conducted over not more than two Brazil Business Days).</p> <p>If four quotations are not obtained from any of such four polls, CDI shall not be determined by a CDI Reference Dealer Poll.</p>
CDI Reference Dealers:	At least six and not more than eight leading onshore dealers in the CDI market selected by the Calculation Agent.
Reset Dates (“resetDate”):	Each Scheduled Reset Date (as defined in the BRL CDI Best Practices).
Reset Dates Business Days:	As specified by the parties from among the Available BR Business Days.
Available BR Business Days:	Any of BR{SP,RJ, BR} and not otherwise declared a financial market holiday by the BM&F.

Definition of USD-SOFR-COMPOUND

From and after the date on which ISDA publishes a supplement to ISDA 2006 containing a definition of USD-SOFR-COMPOUND, per ISDA 2006

Prior to such date:

“USD-SOFR-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is SOFR). Upon the occurrence of a USD-SOFR-COMPOUND Index Cessation Event, the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to the rate (inclusive of any spreads or adjustments) formally designated, nominated or recommended as the replacement for SOFR by the Federal Reserve Board or a committee officially endorsed or convened by the Federal Reserve Board for purposes of designating, nominating or recommending a replacement for SOFR (which rate may be produced by the Federal Reserve Bank of New York or another administrator). If no such rate is formally designated, nominated or recommended within one U.S. Government Securities Business Day of the USD-SOFR-COMPOUND Index Cessation Event, the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to OBFR. If at the time of the USD-SOFR-COMPOUND Index Cessation Event, publication of OBFR has been permanently or indefinitely discontinued, it has been publicly announced that OBFR will be permanently or indefinitely discontinued as of a specific date or there has been a public statement by a regulator or other official sector entity prohibiting the use of OBFR (which statement applies to, but need not be limited to, Swap Transactions, including existing Swap Transactions), then the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to the FOMC Target Rate.

“USD-SOFR-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“ d_0 ”, for any Calculation Period, is the number of U.S. Government Securities Business Days in the relevant Calculation Period;

“ i ” is a series of whole numbers from one to d_0 , each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Calculation Period;

“SOFR” is the daily Secured Overnight Financing Rate provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve’s Website;

“SOFR _{i} ”, for any day “ i ” in the relevant Calculation Period, is a reference rate equal to SOFR in respect of that day as published on or about 8:00 a.m., New York City time, on the U.S. Government Securities Business Day immediately following that day “ i ”. If, by 5:00 p.m., New York City time, on the U.S. Government Securities Business Day immediately following any day “ i ”, SOFR in respect of such day “ i ” has not been published and a USD-SOFR-COMPOUND Index Cessation Event has not occurred, then SOFR _{i} for that day “ i ” will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the Federal Reserve’s Website;

“ n_i ” is the number of calendar days in the relevant Calculation Period on which the rate is SOFR _{i} ;

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“d” is the number of calendar days in the relevant Calculation Period;

“USD-SOFR-COMPOUND Index Cessation Event” means the occurrence of one or more of the following events:

- (d) a public statement by the Federal Reserve Bank of New York (or a successor administrator of SOFR) announcing that it has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR;
- (e) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of SOFR) has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR; or
- (f) a public statement by a regulator or other official sector entity prohibiting the use of SOFR that applies to, but need not be limited to, Swap Transactions, including existing Swap Transactions;

“USD-SOFR-COMPOUND Index Cessation Effective Date” means, in respect of a USD-SOFR-COMPOUND Index Cessation Event, the date on which the Federal Reserve Bank of New York (or a successor administrator of SOFR) ceases to publish SOFR or the date as of which SOFR may no longer be used; and

“OBFR” is the daily Overnight Bank Funding Rate as provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve’s Website.

“FOMC Target Rate” is the short-term interest rate target set by the Federal Open Markets Committee and published on the Federal Reserve’s Website or, if the Federal Open Markets Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Markets Committee and published on the Federal Reserve’s Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, in accordance with the method set forth in Section 8.1(c))

“Federal Reserve’s Website” means the website of the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov>, or any Successor Source.

Fixed Floating Requirements and Defaults (Excluding Optional Early Termination and Mandatory Early Termination)

Variable	Requirement	Default
Effective Date Business Day Convention:		No Adjustment
Termination Date Business Day Convention:		No Adjustment
Period End Dates:		Payment Dates
Payment Date Business Day Convention:		Modified Following
Linear Interpolation:		Applicable only to long or short stub periods
Designated Maturities for Linear Interpolation:		Tenors quoted next shorter and longer than the actual Calculation Period length
Compounding:		Inapplicable
Compounding Business Day Convention:	Same as Business Day Convention for Period End Dates	

Fixed for Floating Interest Rate Swaps

Method of Averaging:	Weighted Average or Unweighted Average	Unweighted Average
Compounding Method:	Straight Compounding, Flat Compounding, Spread Exclusive Compounding	
ISDA MTM Matrix:		Applicable (to Mark-to-Market Cross Currency Swaps)
Initial Exchange Date:		Effective Date
Initial Exchange Date Business Day Convention:		Following
Interim Exchange Date Business Day Convention:		Modified Following
Final Exchange Date:		Termination Date
Final Exchange Date Business Day Convention:		Modified Following

Fixed Floating Requirements and Defaults (Optional Early Termination and Mandatory Early Termination)

Setting	Requirement	Default
Optional Early Termination:		Inapplicable
Mandatory Early Termination:		Inapplicable
Option Style:	American, Bermuda, European	
Cash Settlement:	Required for Mandatory Early Termination	Applicable (i.e., Transaction is not “torn up for no value”)
Optional Early Termination Date:		Cash Settlement Payment Date
Optional Early Termination Date Business Day Convention:		Following
Mandatory Early Termination Date Business Day Convention		Modified Following

Fixed Floating Requirements and Defaults (Optional Early Termination—Exercise)

Setting	Requirement	Default
Commencement Date:	American only	
Partial Exercise:		Inapplicable
Multiple Exercise:		Inapplicable
Exercise Business Day:		Banking Day for cash Settlement Currency (TARGET Settlement Day for EUR)
Latest Exercise Time:	On Expiration Date, the Expiration Time	Other than Expiration Date, the Expiration Time

Fixed Floating Requirements and Defaults (Cash Settlement)

Setting	Requirement/Choices	Default
Cash Settlement Amount:		
ISDA Cross Currency Settlement Matrix:		Applicable, if cross currency swap with currency pair included in Matrix
ISDA Settlement Matrix:		Applicable, if single currency swap with Currency included in Matrix
Cash Settlement Valuation Time:		

Fixed for Floating Interest Rate Swaps

Cash Settlement Valuation Date:		Two Valuation Business Days before Mandatory/Optional Early Termination Date but same day for CAD, GBP or DKK with Floating Rate Option of “DKK-CIBOR-DKNA13” or “DKK-CIBOR-DKNA13-Bloomberg”
Valuation Business Day:		Banking Days in locations per the Business Day Location Table, plus additional days required by for fixings under the Floating Rate Option(s)
Cash Settlement Payment Date Business Day Convention:		Following
Cash Settlement Method:	Cash Price Cash Price—Alternate Method Collateralized Cash Price Par Yield Curve—Adjusted Par Yield Curve—Unadjusted Zero Coupon Yield—Adjusted	
Cash Settlement Currency:		For single currency, same as Notional Amount, otherwise as specified in ISDA Master Agreement, or otherwise same as Notional Amount for Fixed Amount
Settlement Rate:	ISDA Source/Other Price Source/Reference Banks	
Cash Settlement Reference Banks:		Fallbacks per ISDA 2006 Definitions
Quotation Rate:	bid ask mid Exercising Party Pays (Optional Early Termination Only)	

Fixed for Floating Interest Rate Swaptions
Terms and Conditions

Summary:	This covers fixed for floating interest rate swaptions (“Fixed for Floating Interest Rate Swaptions”).
Limitations on Available Selections and Default Settings:	<p>The terms under which a Fixed for Floating Interest Rate Swaption may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies.</p> <p>Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY).</p> <p><u>In that case the default settings may vary by market.</u></p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA Settlement Matrix (if Optional Early Termination applies) (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Fixed Floating
Further Limitations:	None
Terms:	
Terms of “Underlying Swap Transaction”:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance

Fixed for Floating Interest Rate Swaptions

	with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Fixed Rate Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
initial Floating Rate:	As specified by the parties.
Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”)	As specified by the parties.
Linear Interpolation:	For the Calculation Periods specified by the parties.
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Longer Designated Maturity for Linear Interpolation	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Method of Averaging:	As specified by the parties.
Compounding:	As specified by the parties.
Compounding Dates	In the event Compounding is selected, as selected by the

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	parties.
Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Swaption Terms:	
Option Style:	As specified by the parties.
Seller:	As specified by the parties.
Buyer:	As specified by the parties.
Seller's Agent:	As specified by the parties.
Premium:	As specified by the parties.
Premium Payment Date:	As specified by the parties.
Business Day Convention for Premium Payment Date:	As specified by the parties.
Business Days for Payments:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Exercise Business Days:	As specified by the parties.
Swaption Procedure for Exercise:	
Commencement Date:	As specified by the parties, if the Option Style is American.
Bermuda Option Exercise Dates:	As specified by the parties, if the Option Style is Bermuda.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Earliest Exercise Time:	As specified by the parties.
Latest Exercise Time:	As specified by the parties.
Exercise Business Day:	As specified by the parties.
Partial Exercise:	As specified by the parties, if Option Style is European.
Multiple Exercise:	As specified by the parties, if Option Style is American or Bermuda.
Minimum Notional Amount:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Maximum Notional Amount:	As specified by the parties if Multiple Exercise is specified.
Integral Multiple:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Automatic Exercise:	As specified by the parties.
Threshold:	As specified by the parties if Automatic Exercise is specified.
Fallback Exercise:	As specified by the parties (if required) .
Swaption Settlement Terms:	
Cash Settlement	As specified by the parties.
Physical Settlement	As specified by the parties.
Cleared Physical Settlement	As specified by the parties.
ISDA Settlement Matrix:	As specified by the parties, if Cash Settlement is

Fixed for Floating Interest Rate Swaptions

	applicable to a single currency Underlying Swap Transaction.
ISDA Cross Currency Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable and the Underlying Swap Transaction is a cross-currency Transaction where the currency pair is included in the Matrix.
Cash Settlement Valuation Time:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Valuation Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Valuation Business Days:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date Business Days Convention:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Method:	If Cash Settlement is applicable, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Currency:	If Cash Settlement is applicable, and “Cash Price” or “Cash Price—Alternate” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Settlement Rate:	If Cash Settlement is applicable, and “Par Yield Curve—Adjusted,” “Par Yield Curve—Unadjusted” or “Zero Coupon Curve—Adjusted” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Reference Banks:	As specified by the parties, if Settlement Rate is applicable.
Cash Settlement Reference Banks:	If Cash Settlement is applicable, as specified by the parties.
Quotation Rate:	If Cash Settlement is applicable, as specified by the parties from among the Available Quotation Rates.
Calculation Agent:	As agreed by the parties.

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Fixed Floating Swaptions Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
CAD	Canadian Dollar	CATO
CHF	Swiss Franc	CHZU
EUR	Euro	EUTA
GBP	Sterling	GBLO
ILS	Israeli Shekel	ILTA
JPY	Japanese Yen	JPTO
MXN	Mexican Peso (New)	MXMC
SAR	Saudi Arabian Riyal	SARI
SEK	Swedish Krona	SEST
SGD	Singapore Dollar	SGSI
TRY	Turkish Lira	TRIS
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJ0

Fixed Floating Swaptions Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Fixed Floating Swaptions Underlying Swap Transaction Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Fixed Floating Swaptions Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP, MXN	Plus Two Banking Days
MXN	Plus One Banking Day
CAD, GBP	Plus Zero

Fixed Floating Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Fixed for Floating Interest Rate Swaptions

Fixed Floating Swaptions Underlying Swap Transaction Notional Amounts

Currency	Minimum	Increment	Maximum	Default
AUD	25,000,000	100,000	N/A	N/A
CAD	5,000,000	100,000	N/A	N/A
CHF	10,000,000	1,000,000	N/A	N/A
EUR	25,000,000	100,000	N/A	N/A
GBP	25,000,000	100,000	N/A	N/A
ILS	5,000,000	100,000	N/A	N/A
JPY	2,500,000,000	100,000,000	N/A	N/A
MXN	10,000,000	1,000,000	N/A	N/A
SAR	5,000,000	100,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
SGD	5,000,000	100,000	N/A	N/A
TRY	5,000,000	100,000	N/A	N/A
USD	25,000,000	1,000,000	N/A	N/A
ZAR	5,000,000	100,000	N/A	N/A

Fixed Floating Swaptions Underlying Swap Transaction Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
AUD-AONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
AUD-AONIA-OIS-COMPOUND-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-AUBBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSY (BID)	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Swap Rate-	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
Reuters				
CAD-BA-CDOR	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-REPO-CORRA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-CORRA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CAD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-ISDAFIX-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-TOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS-	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
11:00-ICAP				
GBP-WMBA-RONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
ILS-TELBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ILS-TELBOR01-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
JPY USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-FRASETT	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-MUTANCALL-TONAR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (10 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (5 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-ZTIBOR	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
JPY-TONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico	All quoted tenors	N/A	Per ISDA 2006	N
SAR-SRIOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SAR-SRIOR-SUAA	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-VWAP-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
SGD-SOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TRY-Annual Swap Rate-11:15-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
TRY-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TRY-TRYIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TRY-TRYIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
H.15-Bloomberg				
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
Bloomberg				
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

Fixed Floating Swaption Underlying Swap Transaction Requirements and Defaults

Variable	Requirement	Default
Effective Date Business Day Convention		No Adjustment
Termination Date Business Day Convention		No Adjustment
Period End Dates		Payment Dates
Payment Date Business Day Convention		Modified Following
Linear Interpolation		Applicable only to long or short stub periods

Fixed for Floating Interest Rate Swaptions

Designated Maturities for Linear Interpolation		Tenors quoted next shorter and longer than the actual Calculation Period length
Compounding		Inapplicable
Compounding Business Day Convention	Same as Business Day Convention for Period End Dates	
Method of Averaging	Weighted Average or Unweighted Average	Unweighted Average
Compounding Method	Compounding or Flat Compounding	Compounding

Fixed Floating Swaption Requirements and Defaults

Setting	Requirement	Default
Option Style:	American, Bermuda, European	
Premium Payment Date Business Day Convention		Following

Fixed Floating Swaption Requirements and Defaults (Swaption—Exercise)

Setting	Requirement	Default
Commencement Date:	American only	
Partial Exercise:		Inapplicable
Multiple Exercise:		Inapplicable
Exercise Business Day		Banking Day for cash Settlement Currency (TARGET Settlement Day for EUR)
Latest Exercise Time	On Expiration Date, the Expiration Time	Other than Expiration Date, the Expiration Time
Automatic Exercise		
Threshold		

Fixed Floating Swaption Requirements and Defaults (Swaption Cash Settlement)

Setting	Requirement/Choices	Default
Cash Settlement Amount		
ISDA Settlement Matrix		Applicable, if single currency swap with Currency included in Matrix
ISDA Cross Currency Settlement Matrix		Applicable, if cross currency swap with currency pair included in Matrix
Cash Settlement Valuation Time		
Cash Settlement Valuation Date		Two Valuation Business Days before Mandatory/Optional Early Termination Date but same day for CAD, GBP or DKK with Floating Rate Option of “DKK-CIBOR-DKNA13” or “DKK-CIBOR-DKNA13-Bloomberg”
Valuation Business Day		Banking Days in locations per the Business Day Location Table, plus additional days required by for fixings under the Floating Rate Option(s)

Fixed for Floating Interest Rate Swaptions

Cash Settlement Payment Date Business Day Convention		Following
Cash Settlement Method	Cash Price Cash Price—Alternate Method Collateralized Cash Price Par Yield Curve—Adjusted Par Yield Curve—Unadjusted Zero Coupon Yield—Adjusted	
Cash Settlement Currency		For single currency, same as Notional Amount, otherwise as specified in ISDA Master Agreement, or otherwise same as Notional Amount for Fixed Amount
Settlement Rate	ISDA Source/Other Price Source/Reference Banks	
Cash Settlement Reference Banks		Fallbacks per ISDA 2006 Definitions
Quotation Rate	bid ask mid	

Forward Rate Agreements (Uncleared)**Terms and Conditions**

Summary:	This covers uncleared forward rate agreements (“Forward Rate Agreements” or “FRAs”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an FRA may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET”/EUTA is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>These terms and conditions incorporate by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA OTC Taxonomies (c) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.2.4 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	FRA
ISDA OTC Sub-Product:	N/A
Further Limitations:	None

Forward Rate Agreements (Uncleared)

Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“adjustedEffectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“adjustedTerminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Rate Payer (“buyerPartyReference”):	As specified by the parties.
Fixed Rate (“fixedRate”):	As specified by the parties.
Floating Rate Payer (“sellerPartyReference”):	As specified by the parties.
Payment Date (“paymentDate”):	As specified by the parties.
Floating Rate Option (“floatingIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”):	As specified by the parties.
Spread:	As specified by the parties.
Floating Rate Day Count Fraction (“dayCountFraction”):	As specified by the parties.
Reset Date:	The Effective Date.
Discounting (“fraDiscounting”):	As specified by the parties.
Business Days:	As specified by the parties.
Calculation Agent:	As specified by the parties.

FRA Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
CAD	Canadian Dollar	CATO
CHF	Swiss Franc	CHZU
CZK	Czech Koruna	CZPR
DKK	Danish Krone	DKCO
EUR	Euro	EUTA
GBP	Sterling	GBLO
HUF	Hungarian Forint	HUBU
ILS	Israeli Shekel	ILTA
JPY	Japanese Yen	JPTO
NOK	Norwegian Krone	NOOS
NZD	New Zealand Dollar	NZAU and NZWE
PLN	Polish Zloty	PLWA
SEK	Swedish Krona	SEST
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJ0

FRA Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding

Forward Rate Agreements (Uncleared)

FRA Available Day Count Fractions

ISDA Name
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)
1/1

FRA Notional Amounts

Currency	Minimum	Increment	Maximum	Default
AUD	5,000,000	100,000	N/A	N/A
CAD	5,000,000	100,000	N/A	N/A
CHF	5,000,000	100,000	N/A	N/A
CZK	5,000,000	100,000	N/A	N/A
DKK	5,000,000	100,000	N/A	N/A
EUR	5,000,000	100,000	N/A	N/A
GBP	5,000,000	100,000	N/A	N/A
HUF	5,000,000	100,000	N/A	N/A
ILS	5,000,000	100,000	N/A	N/A
JPY	500,000,000	10,000,000	N/A	N/A
NOK	5,000,000	100,000	N/A	N/A
NZD	5,000,000	100,000	N/A	N/A
PLN	5,000,000	100,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
USD	10,000,000	1,000,000	N/A	N/A
ZAR	5,000,000	100,000	N/A	N/A

FRA Floating Rate Options and Defaults

Currency	Floating Rate Option (any from ISDA 2006 if not specified)	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations	Default for Currency (Y/N)
AUD				Actual/360	N	
CAD						
CHF						
CZK				Actual/360	N	
DKK						
EUR						
GBP						
HUF						
ILS	ILS-TELBOR01-Reuters	All quoted	N	Per ISDA 2006	N	Y
JPY						
NOK						
NZD	NZD-BBR-FRA	All quoted	N	Per ISDA 2006	N	Y
PLN						

Forward Rate Agreements (Uncleared)

SEK						
USD	USD-LIBOR- BBA		3M	Actual/360	GBLO	Y
ZAR						

FRA Discounting Types

ISDA Name	FpML	Default for (Currency)
FRA Discounting	ISDA	All but AUD
FRA Yield Discounting	AFMA	AUD
None	NONE	None

Forward Rate Agreements – CME Cleared**Terms and Conditions**

Summary:	This covers forward rate agreements (“FRAs”) cleared by the Chicago Mercantile Exchange Inc. (“CME”).
Limitations on Available Selections and Default Settings:	The terms under which a Forward Rate Agreement/CME Cleared may be traded are as specified in these terms and conditions, which incorporate the CME Rulebook, in particular Chapters 900 and 901 (and any successor provisions) and the CME Cleared IRS Product Scope (or any successor). By electing to trade a Forward Rate Agreement/CME Cleared, participants are representing that they are familiar with the CME Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the CME Rulebook as in effect from time to time. The CME Rulebook itself may incorporate certain additional standards, such as the 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and CME contracts, since the CME may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	FRA
ISDA OTC Sub-Product(s):	N/A
Further Limitations:	Must comply with CME Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the CME Rulebook.
Effective Date:	As per the CME Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to the limitations in the CME Rulebook. This may vary from period to period to the extent permitted by the CME Rulebook. The CME Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the CME Rulebook.
Business Days:	As per the CME Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the CME Rulebook.
Trade Date:	As per the CME Rulebook.
Settlement:	As per the CME Rulebook, in advance or arrears.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the CME Rulebook.
Termination Date Business Day Convention:	As per the CME Rulebook, and thus subject to

Forward Rate Agreements – CME Cleared

	limitations based on other terms of the transaction.
Fixed Rate Payer Payment Dates:	As per the CME Rulebook.
Fixed Amount:	As per the CME Rulebook, which may permit use of a schedule.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the CME Rulebook.
Floating Rate Payer Payment Dates:	As per the CME Rulebook.
Floating Amount:	As per the CME Rulebook.
Floating Rate Option:	As determined by the parties, subject to the CME Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set
Designated Maturity:	As per the CME Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the CME Rulebook.
Reset Dates:	As the per CME Rulebook.
Floating Rate Daycount Fraction:	As per the CME Rulebook.
FRA Discounting:	As per CME Rulebook, which may require different discounting conventions depending on payment convention.
Fixed Rate Payer:	As determined by the parties.
Floating Rate Payer:	As determined by the parties.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.
Payment Date for Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.

Forward Rate Agreements – LCH Cleared**Terms and Conditions**

Summary:	This covers forward rate agreements (“FRAs”) cleared by LCH.Clearnet (“LCH”).
Limitations on Available Selections and Default Settings:	The terms under which a Forward Rate Agreement/LCH Cleared may be traded are as specified in these terms and conditions, which incorporate the LCH Rulebook, in particular Schedule 4A (or any successor provisions). By electing to trade a Forward Rate Agreement/LCH Cleared, participants are representing that they are familiar with the LCH Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the LCH Rulebook as in effect from time to time. The LCH Rulebook itself may incorporate certain additional standards, such as the 2000 ISDA Definitions and 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and LCH contracts, since the LCH may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	FRA
ISDA OTC Sub-Product:	N/A
Further Limitations:	Must comply with LCH Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the LCH Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the LCH Rulebook. This may vary from period to period to the extent permitted by the LCH Rulebook. The LCH Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the LCH Rulebook.
Trade Date:	As per the LCH Rulebook.
Effective Date:	As per the LCH Rulebook.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the LCH Rulebook.
Payer for Additional Payment/Fees:	As determined by the parties, subject to the limitation in the LCH Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to the limitation in the LCH Rulebook.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to limitations in the LCH Rulebook, which may limit the earliest or latest day on which such fees may be paid based on Currency or other factors.
Business Days:	As per the LCH Rulebook, which may require certain

Forward Rate Agreements – LCH Cleared

	Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the LCH Rulebook.
Fixed Rate Payer:	As determined by the parties.
Fixed Rate Payer Payment Dates:	As per the LCH Rulebook.
Fixed Amount:	As per the LCH Rulebook, which may permit use of a schedule.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the LCH Rulebook.
Floating Rate Payer:	As determined by the parties.
Floating Rate Payer Payment Dates:	As per the LCH Rulebook.
Floating Amount:	As per the LCH Rulebook.
Floating Rate Option:	As determined by the parties, subject to the LCH Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	As per the LCH Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the LCH Rulebook.
Reset Dates:	As the per LCH Rulebook.
Floating Rate Daycount Fraction:	As per the LCH Rulebook.
FRA Discounting:	As per the LCH Rulebook.
Discount Rate	As per the LCH Rulebook.
FRA Yield Discounting:	As per the LCH Rulebook.
Negative Interest Rates:	As per the LCH Rulebook, which may require use of a single method.
Withholding and Tax:	As per the LCH Rulebook.
Governing Law:	As per the LCH Rulebook, which may dictate the law applicable to the Transaction.

iBoxx Index Swaps**Terms and Conditions**

Summary:	This covers iBoxx index swaps (each, an “iBoxx Index Swap”) on a bilateral basis.
Limitations on Available Selections and Default Settings:	<p>The terms under which an iBoxx Index Swap may be traded are shown below and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency and any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <p>(a) 2006 ISDA Definitions</p> <p>(b) the iBoxx Index Transaction Standard Terms Supplement (current version or as specified by the parties) (“iBoxx STS”)</p> <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Total Return Swap Index
ISDA OTC Sub-Product:	iBoxx
ISDA OTC Transaction type:	N/A

Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Effective Date (“effectiveDate”):	The Business Day following the Trade Date, unless otherwise agreed by the parties.
Effective Date Business Days:	The Business Days specified below, unless otherwise specified by the parties.
Effective Date Business Day Convention:	The Business Day Convention specified below, unless otherwise specified by the parties.
Termination Date (“terminationDate”):	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Notional Amount (“notional”):	An amount specified by the parties, which will be in the relevant Settlement Currency (unless otherwise agreed by the parties).
Index	As specified by the parties from among the Available Indices.
Index Buyer:	As agreed by the parties.
Index Seller:	As agreed by the parties.
Calculation Agent:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Settlement Currency:	The currency in which the Index is denominated.
Business Days:	As specified in the iBoxx STS for the relevant Settlement Currency, unless otherwise agreed by the parties.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	Index Buyer
Floating Rate Payer Period End Dates:	As specified in the iBoxx STS, unless otherwise agreed by the parties
Floating Rate Payer Payment Dates:	As specified in the iBoxx STS, unless otherwise agreed by the parties
Linear Interpolation:	As specified in the iBoxx STS, unless otherwise agreed by the parties
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, per the Definitions unless otherwise agreed by the parties.
Longer Designated Maturity for Linear Interpolation	For a Calculation Period to which Linear Interpolation applies per the Definitions unless otherwise agreed by the parties.
Floating Rate Option:	As specified by the parties.
Floating Rate for the initial Calculation Period	As specified by the parties.
Spread:	As specified by the parties.
Designated Maturity (“indexTenor”)	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Floating Rate Day Count Fraction:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Reset Dates (“resetDate”):	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Payment Dates Business Days:	The Business Days specified above, unless otherwise agreed by the parties.
Business Days (Other Than Payment Dates):	The Business Days specified above, unless otherwise agreed by the parties.
Business Day Convention (Other Than Payment Dates):	The Business Day Convention specified above, unless otherwise specified by the parties.

Index Return Amount:	
Index Return Amount Payment Date:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Initial Fixing Amount:	As agreed by the parties and rounded as specified in the iBoxx STS (unless the parties otherwise agree).
Final Fixing Amount:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Scheduled Final Fixing Date:	As specified by the parties, subject to the Business Day Convention (unless the parties otherwise agree).
Final Fixing Date:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Index Adjustment and Index Discontinuance Events:	As specified in the iBoxx STS, unless otherwise agreed by the parties.

iBoxx Index Available Currencies and Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
EUR	Euro	EUTA and GBLO
GBP	Sterling	EUTA and GBLO
USD	United States Dollars	USNY

iBoxx Index Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

iBoxx Index Available Indices

Name	Currency
iBoxx EUR Corporates	EUR
iBoxx EUR Liquid High Yield Index	EUR
iBoxx GBP Corporates	GBP
iBoxx USD Domestic Corporates	USD
iBoxx USD Liquid High Yield Index	USD
iBoxx USD Liquid Investment Grade Index	USD
iBoxx USD Liquid Leveraged Loans Index	USD

iBoxx Index Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

iBoxx Index Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N

iBoxx Index Swaps

USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N

EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N

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GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS- 11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-RONIA- COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA- COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Inflation Swaps**Terms and Conditions**

Summary:	This covers inflation swaps (“Inflation Swaps”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Inflation Swap may be traded are as specified in these terms and conditions or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (e.g., London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) 2008 ISDA Inflation Derivatives Definitions, including Supplements 1 and 2 thereto and any other Supplements through Trade Date (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Inflation
Further Limitations:	None
Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance

	with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Fixed Amount:	As specified by the parties (in lieu of all items other than Payment Date(s)).
Fixed Rate Payment Date (“unadjustedPaymentDate”):	As specified by the parties.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
initial Floating Rate:	As specified by the parties.
Floating Rate (“floatingRate”):	Notwithstanding the 2006 Definitions, “Floating Rate” will equal: $\frac{Index_Final}{Index_Initial} - 1$ <p>rounded in accordance with the 2008 ISDA Inflation Derivatives Definitions and subject to the Negative Interest Rate Treatment.</p>
Index:	As specified by the parties from among the Available Inflation Indices.
Index Initial (“initialIndexLevel”):	As specified by the parties.
Index_Final:	The Index level for the Reference Month(s) specified by the parties in the Reference Year(s) specified by the parties.
Reference Month(s):	As specified by the parties.
Reference Year(s)	As specified by the parties.
Day Count Fraction:	1/1
Reset Dates (“resetDate”):	As specified by the parties.
Method of Averaging:	As specified by the parties.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.

Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Negative Interest Rates (“negativeInterestRateMethod”):	As selected by the parties from among the Available Treatments.
Related Bond:	The bond, if any, specified by the parties as such.
Fallback Bond (“fallbackBondApplicable”):	As selected by the parties if no Related Bond is selected.
Calculation Agent:	As agreed by the parties.

Fixed Floating Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
EUR	Euro	EUTA
GBP	Sterling	GBLO
ILS	Israeli Shekel	ILTA
USD	United States Dollars	USNY

Fixed Floating Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Fixed Floating Available Day Count Fractions

ISDA Name
1/1

Fixed Floating Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP	Plus Two Banking Days
CAD, GBP	Plus Zero

Fixed Floating Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Fixed Floating Notional Amounts

Currency	Minimum	Increment	Maximum	Default
EUR	5,000,000	100,000	N/A	N/A
GBP	5,000,000	100,000	N/A	N/A
USD	10,000,000	1,000,000	N/A	N/A

Inflation Swap Indices

Index Name	Description
AUD-CPI	Australia: AUD – Non-revised Consumer Price Index (CPI)
AUS-CPI	Austria: AUS – Non-revised Consumer Price Index (CPI)
AUS-HICP	Austria: AUS – Non-revised Harmonised Indices of Consumer Prices (HICP)
BLG-CPI-GI	Belgium: BLG – Non-revised Consumer Price Index - General Index (CPI)
BLG-CPI-HI	Belgium: BLG – Non-revised Consumer Price Index - Health Index (CPI)
BLG-HICP	Belgium: BLG – Non-revised Harmonised Consumer Price Index (HICP)
DEM-CPI	Germany: DEM – Non-revised Consumer Price Index (CPI)
DEM-CPI-NRW	Germany: DEM – Non-revised Consumer Price Index for North Rhine-Westphalia
DEM-HICP	Germany: DEM – Non-revised Harmonised Consumer Price Index (HICP)
ESP-CPI	Spain: ESP – National-Non-revised Consumer Price Index (CPI)
ESP-HICP	Spain: ESP – Harmonised-Non-revised Consumer Price Index (HICP)
ESP-R-CPI	Spain: ESP – National-Revised Consumer Price Index (CPI).
ESP-R-HICP	Spain: ESP – Harmonised-Revised Consumer Price Index (HICP)
EUR-AI-CPI	European Union: EUR – All Items-Non-revised Consumer Price Index
EUR-AI-R-CPI	European Union: EUR – All Items–Revised Consumer Price Index
EUR-EXT-CPI	European Union: EUR – Excluding Tobacco-Non-revised Consumer Price Index
EUR-EXT-R-CPI	European Union: EUR – Excluding Tobacco–Revised Consumer Price Index
FRC-EXT-CPI	France: FRC – Excluding Tobacco-Non-Revised Consumer Price Index
FRC-HICP	France: FRC – Harmonised-Non-revised Consumer Price Index (HICP)
GRD-CPI	Greece: GRD – Non-revised Consumer Price Index (CPI)
GRD-HICP	Greece: GRD – Harmonised-Non-revised Consumer Price Index (HICP)
ILS-CPI	Israel: ILS – Non-revised Consumer Price Index (CPI)
IRL-CPI	Ireland: IRL – Non-revised Consumer Price Index (CPI)
IRL-HICP	Ireland: IRL – Harmonised-Non-revised Consumer Price Index (HICP)

ITL-BC-EXT-CPI	Italy: ITL – Inflation for Blue Collar Workers and Employees–Excluding Tobacco Consumer Price Index
ITL-BC-INT-CPI	Italy: ITL – Inflation for Blue Collar Workers and Employees-Including Tobacco Consumer Price Index
ITL-HICP	Italy: ITL – Non-revised Harmonised Consumer Price Index (HICP)
ITL-WC-EXT-CPI	Italy: ITL – Whole Community –Excluding Tobacco Consumer Price Index
ITL-WC-INT-CPI	Italy: ITL – Whole Community –Including Tobacco Consumer Price Index
LUX-CPI	Luxembourg: LUX – Non-revised Consumer Price Index (CPI)
LUX-HICP	Luxembourg: LUX – Harmonised-Non-revised Consumer Price Index (HICP)
NLG-CPI	Netherlands: NLG – Non-revised Consumer Price Index (CPI)
NLG-HICP	Netherlands: NLG – Harmonised-Non-revised Consumer Price Index (HICP)
POR-CPI	Portugal: POR – Non-revised Consumer Price Index (CPI)
POR-HICP	Portugal: POR – Harmonised-Non-revised Consumer Price Index (HICP)
UK-HICP	United Kingdom: GBP – Harmonised-Non-revised Consumer Price Index (HICP)
UK-RPI	United Kingdom: GBP – Non-revised Retail Price Index (UKRPI)
UK-RPIX	United Kingdom: GBP – Non-revised Retail Price Index Excluding Mortgage Interest Payments (UKRPIX)
USA-CPI-U	United States: USA – Non-revised Consumer Price Index – Urban (CPI-U)

Fixed Floating Requirements and Defaults
(Excluding Optional Early Termination and Mandatory Early Termination)

Variable	Requirement	Default
Fallback Bond:		Applicable

Interest Rate Caps/Floors**Terms and Conditions**

Summary:	This covers interest rate caps and floors (“Interest Rate Caps/Floors”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Interest Rate Cap/Floor may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA Settlement Matrix (if Optional Early Termination applies) (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Cap/Floor
Further Limitations:	None
Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as

Interest Rate Caps/Floors

	a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount 1:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Fixed Rate Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
Cap Rate:	As specified by the parties.
Floor Rate:	As specified by the parties.
initial Floating Rate:	As specified by the parties.
Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”)	As specified by the parties.
Linear Interpolation:	For the Calculation Periods specified by the parties.
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Method of Averaging:	As specified by the parties.
Compounding:	As specified by the parties.

Interest Rate Caps/Floors

Compounding Dates:	In the event Compounding is selected, as selected by the parties.
Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Initial Exchange:	
Initial Exchange Date:	As specified by the parties.
Fixed Rate Payer Initial Exchange Amount:	As specified by the parties.
Floating Payer Initial Exchange Amount:	As specified by the parties.
Interim Exchanges:	
Interim Exchange Dates:	As specified by the parties.
Fixed Rate Payer Interim Exchange Amount:	As specified by the parties.
Fixed Rate Payer Interim Exchange Amount:	As specified by the parties.
Final Exchanges:	
Final Exchange Date:	As specified by the parties.
Fixed Rate Payer Final Exchange Amount:	As specified by the parties.
Fixed Payer Final Exchange Amount:	As specified by the parties.
Optional Early Termination:	
Optional Early Termination:	As specified by the parties.
Option Style:	As specified by the parties.
Optional Early Termination Date:	As specified by the parties.
Seller:	As specified by the parties if only one party can terminate.
Buyer:	As specified by the parties, if only one party can terminate.
Seller's Agent:	As specified by the parties, if only one party can terminate.
Business Days for Payments:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Exercise Business Days:	As specified by the parties.
Optional Early Termination Procedure for Exercise:	
Commencement Date:	As specified by the parties, if the Option Style is American.
Bermuda Option Exercise Dates:	As specified by the parties, if the Option Style is Bermuda.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Earliest Exercise Time:	As specified by the parties.
Latest Exercise Time:	As specified by the parties.
Exercise Business Day:	As specified by the parties.
Partial Exercise:	As specified by the parties, if Option Style is European.
Multiple Exercise:	As specified by the parties, if Option Style is American or Bermuda.

Interest Rate Caps/Floors

Minimum Notional Amount:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Maximum Notional Amount:	As specified by the parties if Multiple Exercise is specified.
Integral Multiple:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Optional Early Termination Settlement Terms:	
Cash Settlement:	As specified by the parties.
ISDA Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable.
Cash Settlement Valuation Time:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Valuation Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Valuation Business Days:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date Business Days Convention:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Method:	If Cash Settlement is applicable, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Currency:	If Cash Settlement is applicable, and “Cash Price” or “Cash Price—Alternate” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Settlement Rate:	If Cash Settlement is applicable, and “Par Yield Curve—Adjusted,” “Par Yield Curve—Unadjusted” or “Zero Coupon Curve—Adjusted” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Reference Banks:	As specified by the parties.
Quotation Rate:	If Cash Settlement is applicable, as specified by the parties from among the Available Quotation Rates.
Calculation Agent:	As agreed by the parties.

Cap/Floor Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
EUR	Euro	EUTA
GBP	Pound Sterling	GBLO
JPY	Japanese Yen	JPTO
MXN	Mexican Peso (New)	MXMC
SEK	Swedish Krona	SEST
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJO

Cap/Floor Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Cap/Floor Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Cap/Floor Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP, MXN	Plus Two Banking Days
MXN	Plus One Banking Day
CAD, GBP	Plus Zero

Cap/Floor Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Cap/Floor Notional Amounts

Currency	Minimum	Increment	Maximum	Default
EUR	5,000,000	100,000	N/A	N/A
GBP	25,000,000	100,000	N/A	N/A
JPY	2,500,000,000	100,000,000	N/A	N/A
MXN	10,000,000	1,000,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
USD	25,000,000	1,000,000	N/A	N/A
ZAR	5,000,000	100,000	N/A	N/A

Cap/Floor Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap	All quoted tenors	N/A	Per ISDA 2006	N

Interest Rate Caps/Floors

Rate-10:00-Bloomberg					
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-10:00- SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-11:00- SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-3 Month- SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EONIA- AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EONIA-OIS- 10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EONIA-OIS- 10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EONIA-OIS- 11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EONIA-OIS- COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EONIA-OIS- COMPOUND- Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EONIA-Swap- Index	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EURIBOR- Act/365	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EURIBOR- Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EURIBOR- Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EURIBOR- Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EURIBOR- Telerate	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-EURONIA-OIS-	All quoted tenors	N/A	Per ISDA 2006	N	

Interest Rate Caps/Floors

COMPOUND					
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N	
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N	
MXN-TIIE-Banxico	All quoted tenors	N/A	Per ISDA 2006	N	
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N	
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N	
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N	
USD-Annual Swap	All quoted tenors	N/A	Per ISDA 2006	N	

Interest Rate Caps/Floors

Rate-11:00- BGCANTOR					
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N	
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N	
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N	
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N	
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N	
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N	
USD-Federal Funds- H.15	All quoted tenors	N/A	Per ISDA 2006	N	
USD-Federal Funds- H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
USD-Federal Funds- H.15-OIS- COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
USD-Federal Funds- Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N	
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N	
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N	
USD-ISDA-Swap Rate- 3:00	All quoted tenors	N/A	Per ISDA 2006	N	
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N	
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N	
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N	
USD-LIBOR-BBA- Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)	
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)	

Interest Rate Caps/Floors

USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

Interest Rate Caps/Floors

ZAR-DEPOSIT-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

Cap/Floor Requirements and Defaults (Excluding Optional Early Termination and Mandatory Early Termination)

Variable	Requirement	Default
Effective Date Business Day Convention:		No Adjustment
Termination Date Business Day Convention:		No Adjustment
Period End Dates:		Payment Dates
Payment Date Business Day Convention:		Modified Following
Linear Interpolation:		Applicable only to long or short stub periods
Designated Maturities for Linear Interpolation:		Tenors quoted next shorter and longer than the actual Calculation Period length
Compounding:		Inapplicable
Compounding Business Day Convention:	Same as Business Day Convention for Period End Dates	
Method of Averaging:	Weighted Average or Unweighted Average	Unweighted Average
Compounding Method:	Compounding or Flat Compounding	Compounding
Initial Exchange Date:		Effective Date
Initial Exchange Date Business Day Convention:		Following
Interim Exchange Date Business Day Convention:		Modified Following
Final Exchange Date:		Termination Date
Final Exchange Date Business Day Convention:		Modified Following

Cap/Floor Requirements and Defaults (Optional Early Termination and Mandatory Early Termination)

Setting	Requirement	Default
Optional Early Termination:		Inapplicable
Mandatory Early Termination:		Inapplicable
Option Style:	American, Bermuda, European	
Cash Settlement:	Required for Mandatory Early Termination	Applicable (i.e., Transaction is not "torn up for no value")

Interest Rate Caps/Floors

Optional Early Termination Date: Business Day Convention:		Cash Settlement Payment Date Following
Mandatory Early Termination Date Business Day Convention:		Modified Following

Cap/Floor Requirements and Defaults (Optional Early Termination—Exercise)

Setting	Requirement	Default
Commencement Date:	American only	
Partial Exercise:		Inapplicable
Multiple Exercise:		Inapplicable
Exercise Business Day:		Banking Day for cash Settlement Currency (TARGET Settlement Day for EUR)
Latest Exercise Time:	On Expiration Date, the Expiration Time	Other than Expiration Date, the Expiration Time

Cap/Floor Requirements and Defaults (Cash Settlement)

Setting	Requirement/Choices	Default
Cash Settlement Amount:		
ISDA Settlement Matrix:		Applicable, if single currency swap with Currency included in Matrix
Cash Settlement Valuation Time:		
Cash Settlement Valuation Date:		Two Valuation Business Days before Mandatory/Optional Early Termination Date but same day for CAD, GBP or DKK with Floating Rate Option of “DKK-CIBOR- DKNA13” or “DKK-CIBOR- DKNA13-Bloomberg”
Valuation Business Day:		Banking Days in locations per the Business Day Location Table, plus additional days required by for fixings under the Floating Rate Option(s)
Cash Settlement Payment Date Business Day Convention:		Following
Cash Settlement Method:	Cash Price Cash Price—Alternate Method Par Yield Curve—Adjusted Par Yield Curve—Unadjusted Zero Coupon Yield—Adjusted	
Cash Settlement Currency:		For single currency, same as Notional Amount, otherwise as specified in ISDA Master Agreement, or otherwise same as Notional Amount for Fixed Amount
Settlement Rate:	ISDA Source/Other Price Source/Reference Banks	

Interest Rate Caps/Floors

Cash Settlement Reference Banks:		Fallbacks per ISDA 2006 Definitions
Quotation Rate:	bid ask mid Exercising Party Pays (Optional Early Termination Only)	

Interest Rate Swaps – ASX Cleared**Terms and Conditions**

Summary:	This covers interest rate swaps cleared by ASX Clear (Futures) Pty Limited (“ASX”) (such swaps, “Interest Rate Swaps – ASX Cleared”).
Limitations on Available Selections and Default Settings:	The terms under which an Interest Rate Swap – ASX Cleared may be traded are as specified in these terms and conditions, which incorporate the ASX OTC Rulebook and the ASX OTC Handbook (collectively, the “ASX Rules”), in particular Schedule 1 to the ASX OTC Handbook (and any successor provisions). By electing to trade a Single Currency Fixed for Floating Interest Rate Swap – ASX Cleared, participants are representing that they are familiar with the ASX Rules and the limitations on transaction terms contained therein. In particular, participants represent that they are familiar with the limitations on transactions for US Persons set forth in Section 4.3 of the ASX OTC Handbook (or any successor provisions).
Incorporated Standards:	This contract description incorporates by reference the ASX Rules as in effect from time to time. The ASX Rules themselves may incorporate certain additional standards, such as the 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and ASX-cleared contracts, since ASX may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float, OIS and Basis
Further Limitations:	Must comply with the ASX Rules.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2006, as amended) binding on the parties in accordance with the ASX Rules.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the ASX Rules. This may vary from period to period to the extent permitted by the ASX Rules. The ASX Rules may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the ASX Rules.
Business Days:	As per the ASX Rules, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the ASX Rules.
Trade Date:	As per the ASX Rules.
Effective Date:	As per the ASX Rules.

Interest Rate Swaps – ASX Cleared

Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the ASX Rules.
Termination Date Business Day Convention:	As per the ASX Rules, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the ASX Rules.
Fixed Rate Payer Payment Dates:	For fixed-for-floating interest rate swaps, as per the ASX Rules.
Fixed Amount:	For fixed-for-floating interest rate swaps, as per the ASX Rules.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the ASX Rules and any other restrictions in the ASX Rules.
Floating Rate Payer Payment Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Floating Amount:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Floating Rate Option:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to the ASX Rules, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to any minimum or maximum rate and per-period variability permitted by the ASX Rules and any other restrictions in the ASX Rules.
Reset Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Floating Rate Daycount Fraction:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Floating Rate for Initial Calculation Period:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Fixed Rate Payer:	For fixed-for-floating interest rate swaps, as determined by the parties.
Floating Rate Payer:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties.
Compounding:	As per the ASX Rules.
Payer for Additional Payment/Fees:	As determined by the parties, subject to any limitations in the ASX Rules.
Additional Payment/Fees:	As determined by the parties, subject to any limitations in the ASX Rules.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to any limitations in the ASX Rules.

Interest Rate Swaps – Eurex Cleared**Terms and Conditions**

Summary:	This covers interest rate swaps cleared by Eurex Clearing AG (“Eurex”) (such swaps, “Interest Rate Swaps – Eurex Cleared”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Interest Rate Swap – Eurex Cleared may be traded are as specified in these terms and conditions, which incorporate the Eurex Clearing Conditions (<i>Clearing-Bedingungen</i>) (collectively, the “Eurex Rules”).</p> <p>By electing to trade an Interest Rate Swap – Eurex Cleared, participants are representing that they are familiar with the Eurex Rules and the limitations on transaction terms contained therein.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the Eurex Rules as in effect from time to time.</p> <p>The Eurex Rules themselves may incorporate certain additional standards, such as the 2000 ISDA Definitions, the 2006 ISDA Definitions or the <i>Rahmenvertrag für Finanztermingeschäfte</i> (“DRV”). Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and Eurex-cleared contracts, since Eurex may reserve the right to select when and how such changes become effective. Also be aware that Eurex has elected to make the 2006 ISDA Definitions applicable to certain classes of transactions, regardless of the parties’ election to use the 2000 ISDA Definitions.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float, Inflation, OIS and Basis
Further Limitations:	Must comply with the Eurex Rules.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000 Definitions, ISDA 2006 Definitions, each as amended, the DRV) binding on the parties in accordance with the Eurex Rules.
Notional Amount:	<p>An amount in Currency determined by the parties subject to limitations in the Eurex Rules.</p> <p>This may vary from period to period to the extent permitted by the Eurex Rules.</p> <p>The Eurex Rules may limit the Floating Rate Options and other terms for which variable notionals are permitted.</p>

Interest Rate Swaps – Eurex Cleared

Currency:	One of the currencies permitted for the relevant transaction type per the Eurex Rules.
Business Days:	As per the Eurex Rules, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the Eurex Rules.
Trade Date:	As per the Eurex Rules.
Effective Date:	As per the Eurex Rules.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the Eurex Rules for the related type of transaction and Currency.
Termination Date Business Day Convention:	As per the Eurex Rules, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the Eurex Rules.
Fixed Rate Payer Payment Dates:	For fixed-for-floating interest rate swaps, as per the Eurex Rules.
Fixed Amount:	For fixed-for-floating interest rate swaps, as per the Eurex Rules.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the Eurex Rules and any other restrictions in the Eurex Rules.
Floating Rate Payer Payment Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Floating Amount:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Floating Rate Option:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to the Eurex Rules, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to any minimum or maximum rate and per-period variability permitted by the Eurex Rules and any other restrictions in the Eurex Rules.

Interest Rate Swaps – Eurex Cleared

Reset Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Floating Rate Daycount Fraction:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Floating Rate for Initial Calculation Period:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Fixed Rate Payer:	For fixed-for-floating interest rate swaps, as determined by the parties.
Floating Rate Payer:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties.
Compounding:	As per the Eurex Rules.
Payer for Additional Payment/Fees:	As determined by the parties, subject to any limitations in the Eurex Rules.
Additional Payment/Fees:	As determined by the parties, subject to any limitations in the Eurex Rules.
Payment Date for Additional Payment/Fees:	As determined by the parties, subject to any limitations in the Eurex Rules.

Interest Rate Swaps – JSCC Cleared**Terms and Conditions**

Summary:	This covers interest rate swaps cleared by Japan Securities Clearing Corporation (“JSCC”) (such swaps, “Interest Rate Swaps – JSCC Cleared”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Interest Rate Swap – JSCC Cleared may be traded are as specified in these terms and conditions, which incorporate the JSCC Interest Rate Swap Clearing Business Rules (金利スワップ取引清算業務に関する業務方法書) and the JSCC Handling Procedures of Interest Rate Swap Business Rules (金利スワップ取引清算業務に関する業務方法書の取扱い) (collectively, the “JSCC Rules”).</p> <p>By electing to trade an Interest Rate Swap – JSCC Cleared, participants are representing that they are familiar with the JSCC Rules and the limitations on transaction terms contained therein.</p> <p>In particular, participants represent that they are familiar with the limitations on transactions for US Persons set forth in Article 47-2 of the JSCC Handling Procedures of Interest Rate Swap Business Rules (or any successor provisions).</p>
Incorporated Standards:	<p>This contract description incorporates by reference the JSCC Rules as in effect from time to time.</p> <p>The JSCC Rules themselves may incorporate certain additional standards, such as the 2000 ISDA Definitions or 2006 ISDA Definitions.</p> <p>Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and JSCC-cleared contracts, since JSCC may reserve the right to select when and how such changes become effective.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float, OIS and Basis
Further Limitations:	Must comply with the JSCC Rules.
Terms:	
Definition Set:	The definition set (e.g., ISDA 2000 or ISDA 2006, each as amended) binding on the parties in accordance with the JSCC Rules.
Notional Amount:	<p>An amount in Currency determined by the parties subject to limitations in the JSCC Rules.</p> <p>This may vary from period to period to the extent permitted by the JSCC Rules.</p> <p>The JSCC Rules may limit the Currencies and Floating Rate Options for which variable notionals are permitted.</p>
Currency:	One of the currencies permitted for the relevant transaction type per the JSCC Rules.
Business Days:	As per the JSCC Rules, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.

Interest Rate Swaps – JSCC Cleared

Business Day Convention:	As per the JSCC Rules.
Trade Date:	As per the JSCC Rules.
Effective Date:	As per the JSCC Rules.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the JSCC Rules.
Termination Date Business Day Convention:	As per the JSCC Rules, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the JSCC Rules.
Fixed Rate Payer Payment Dates:	For fixed-for-floating interest rate swaps, as per the JSCC Rules.
Fixed Amount:	For fixed-for-floating interest rate swaps, as per the JSCC Rules.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the JSCC Rules and any other restrictions in the JSCC Rules.
Floating Rate Payer Payment Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Floating Amount:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Floating Rate Option:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to the JSCC Rules, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to any minimum or maximum rate and per-period variability permitted by the JSCC Rules and any other restrictions in the JSCC Rules.
Reset Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Floating Rate Daycount Fraction:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Floating Rate for Initial Calculation Period:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Fixed Rate Payer:	For fixed-for-floating interest rate swaps, as determined by the parties.
Floating Rate Payer:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties.
Compounding:	As per the JSCC Rules.
Payer for Additional Payment/Fees:	As determined by the parties, subject to any limitations in the JSCC Rules.
Additional Payment/Fees:	As determined by the parties, subject to any limitations in the JSCC Rules.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to any limitations in the JSCC Rules.

IOS Index Contracts**Terms and Conditions**

Summary:	This covers Markit IOS Fixed for Floating Swap Transactions (the “Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which the Contracts may be traded are as specified in these terms and conditions. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions (b) ISDA OTC Taxonomies (c) the Markit IOS Standard Terms Supplement (March 12, 2010 version) or any subsequent Standard Terms Supplement (the “Standard Terms”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Index
ISDA OTC Sub-Product:	IOS
ISDA OTC Transaction Type:	IOS
Further Limitations:	None
Terms:	
Effective Date:	As specified by the parties, subject to adjustment in accordance with the Standard Terms.
Scheduled Termination Date:	As agreed by the parties.
Termination Date:	Per the Standard Terms.
Notional Amount:	An amount in USD agreed by the parties.
Index:	One of the Markit IOS Index series, as specified by the parties from all then-available series (to the extent such series is not then a narrow-based index within the meaning of the CFTC’s regulations).
Annex Date:	As agreed by the parties.
Index Provider:	Per the Standard Terms.
Fixed Rate Payer:	As agreed by the parties.
Floating Rate Payer:	As agreed by the parties.
Period End Dates:	Per the Standard Terms.
Payment Dates:	Per the Standard Terms.
Calculation Agent:	As agreed by the parties or, if not so agreed, per the Standard Terms.
Day Count Fraction:	Per the Standard Terms.
Business Days:	For any purpose, per the Standard Terms.
Business Day Convention:	Per the Standard Terms.
Initial Payment:	
Initial Payment:	Per the Standard Terms.

Initial Payment Amount:	An amount in USD as specified by the parties.
Initial Payment Payer:	As specified by the parties.
Initial Payment Date:	Per the Standard Terms.
Settlement Payments:	
Mark to Market Amount Payment:	Per the Standard Terms.
Mark to Market Amount Payer:	Per the Standard Terms.
Mark to Market Amount:	Per the Standard Terms.
Financing Payment:	Per the Standard Terms.
Financing Payment Amount:	Per the Standard Terms.
Interest Payment:	Per the Standard Terms.
Interest Payment Amount:	Per the Standard Terms.
Net Payment:	Per the Standard Terms.
Net Payment Amount Payer:	Per the Standard Terms.
Net Payment Amount:	Per the Standard Terms.
Agency Coupon:	Per the Standard Terms.
Index LIBOR:	Per the Standard Terms.
Index Factor:	Per the Standard Terms.
Commencing Index Factor:	Per the Standard Terms.
Period End Index Factor:	Per the Standard Terms.
Index Price:	Per the Standard Terms.
Commencing Index Price:	Per the Standard Terms.
Period End Index Price:	Per the Standard Terms.
Event Affecting the Index:	
Events and Adjustments:	All are per the Standard Terms.

MBX Index Contracts

Terms and Conditions

Summary:	This covers Markit MBX Fixed for Floating Swap Transactions (the “Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which the Contracts may be traded are as specified in these terms and conditions. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions; (b) ISDA OTC Taxonomies; and (c) the Markit MBX Standard Terms Supplement (September 12, 2010 version) or any subsequent Standard Terms Supplement (the “Standard Terms”).
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Index
ISDA OTC Sub-Product:	MBX
ISDA OTC Transaction Type:	MBX
Further Limitations:	None
Terms:	
Effective Date:	As specified by the parties, subject to adjustment in accordance with the Standard Terms.
Scheduled Termination Date:	As agreed by the parties.
Termination Date:	Per the Standard Terms.
Notional Amount:	An amount in USD agreed by the parties.
Index:	One of the Markit MBX Index series, as specified by the parties from all then-available series (to the extent such series is not then a narrow-based index within the meaning of the CFTC’s regulations).
Annex Date:	As agreed by the parties.
Index Provider:	Per the Standard Terms.
Fixed Rate Payer:	As agreed by the parties.
Floating Rate Payer:	As agreed by the parties.
Period End Dates:	Per the Standard Terms.
Reset Dates:	Per the Standard Terms.
Payment Dates:	Per the Standard Terms.
Calculation Agent:	As agreed by the parties or, if not so agreed, per the Standard Terms.
Day Count Fraction:	Per the Standard Terms.
Business Days:	For any purpose, per the Standard Terms.
Business Day Convention:	Per the Standard Terms.

Initial Payment:	
Initial Payment:	Per the Standard Terms.
Initial Payment Amount:	An amount in USD as specified by the parties.
Initial Payment Payer:	As specified by the parties.
Initial Payment Date:	Per the Standard Terms.
Settlement Payments:	
Mark to Market Amount Payment:	Per the Standard Terms.
Mark to Market Amount Payer:	Per the Standard Terms.
Mark to Market Amount:	Per the Standard Terms.
Financing Payment:	Per the Standard Terms.
Financing Payment Amount:	Per the Standard Terms.
Interest Payment:	Per the Standard Terms.
Interest Payment Amount:	Per the Standard Terms.
Principal Payment:	Per the Standard Terms.
Principal Payment Amount:	Per the Standard Terms.
Net Payment:	Per the Standard Terms.
Net Payment Amount Payer:	Per the Standard Terms.
Net Payment Amount:	Per the Standard Terms.
Agency Coupon:	Per the Standard Terms.
Index LIBOR:	Per the Standard Terms.
Index Factor:	Per the Standard Terms.
Commencing Index Factor:	Per the Standard Terms.
Period End Index Factor:	Per the Standard Terms.
Index Price:	Per the Standard Terms.
Commencing Index Price:	Per the Standard Terms.
Period End Index Price:	Per the Standard Terms.
Event Affecting the Index:	
Events and Adjustments:	All are per the Standard Terms.

Municipal Market Data Rate Lock Transactions**Terms and Conditions**

Summary:	This covers rate lock transactions indexed to the Thomson Reuters Municipal Market Data (“MMD”) AAA Curve (“MMD Rate Lock Transactions”).
Limitations on Available Selections and Default Settings:	<p>The terms under which a MMD Rate Lock Transaction may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default ” and will apply unless the parties vary them.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <p>(a) 2006 ISDA Definitions (b) ISDA OTC Taxonomies (c) FpML Location Codes</p> <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Exotic
Further Limitations:	None
Terms:	
Notional Amount (“notional”):	An amount in USD agreed by the parties.
Effective Date (“effectiveDate”):	<p>The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.</p> <p>The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).</p>
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	<p>The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.</p> <p>The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).</p>

Municipal Market Data Rate Lock Transactions

Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
DV01:	As specified by the parties.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Fixed Amount:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Fixed Amount shall equal:
<i>DV01 × Fixed Rate × Currency Amount × Day Count Fraction</i>	
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	The Termination Date
Day Count Fraction:	1/1
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Floating Amount:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall equal:
<i>DV01 × Calculation Amount × (Floating Rate + Spread) × Floating Rate Day Count Fraction</i>	
Payment Dates (“unadjustedPaymentDate”):	The Termination Date
Relevant Rate:	The Relevant Rate for a Reset Date will be the level of the Thomson Reuters Municipal index for a tenor of the Designated Maturity which represents the offer-side of 5.00% coupon “AAA” rated state general obligation bonds based on institutional block size (\$2 million+) market activity in both the primary and secondary municipal bond market, as of at 3:00 p.m. eastern standard time as published on the Thomson Reuters TM3 page.
Designated Maturity (“indexTenor”)	As specified by the parties from among the available tenors.
Spread:	Zero
Day Count Fraction:	1/1
Reset Dates (“resetDate”):	The second Business Day preceding the Floating Rate Payment Date.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Calculation Agent:	As agreed by the parties.

Fixed Floating Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY

Municipal Market Data Rate Lock Transactions

Fixed Floating Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Notional Amounts

Currency	Minimum	Increment	Maximum	Default
USD	25,000,000	1,000,000	N/A	N/A

Natural Gas Date/Instrument Spread Contracts

Terms and Conditions

Summary:	<p>This covers “Natural Gas Date/Instrument Spread Contracts”.</p> <p>A natural-gas date/instrument spread contract is a cash-settled agreement between two counterparties whereby one counterparty agrees to pay a floating amount to the other counterparty on a given date, and then receive a different floating amount from the other counterparty on a different, later date.</p> <p>The difference between the two floating amounts is the spread, which is the quoted price for the contract.</p> <p>The floating amounts are based on the notional quantity traded and the price of natural gas a stated hub published by one of a series of industry.</p>
Publication Sources:	<ul style="list-style-type: none"> • CGPR—Canadian Gas Price Reporter • Gas Daily—Platt’s Gas Daily’s Daily Report • IFERC—Platt’s Inside FERC Gas Market Reporter • NGI—Natural Gas Intelligence’s Bidweek Survey <p>The floating amount can be based on the price for a given period in a given issue of the publication source (<i>e.g.</i>, monthly based on the first issue of the month) or an average of prices (<i>e.g.</i>, average of weekly bid prices for each weekly issue), as agreed by the parties.</p>
Reference Commodities:	<ul style="list-style-type: none"> • AECO—Alberta Energy Co. (CGPR) • ALG—Algonquin Energy Co. (IFERC) • Chicago—Chicago City Gate (IFERC) • CIG—Colorado Interstate Gas, North Mainline (IFERC) • DOM—Dominion Transmission Co. (IFERC) • HSC—Houston Ship Channel (IFERC) • Malin—Pacific Gas Transmission Co., Malin (IFERC) • Michigan—Michigan Consolidated Gas Company Citygate (IFERC) • NGPC Mid Con—Natural Gas Pipeline Co of America (IFERC) • Panhandle—Panhandle Eastern Pipeline Co. (IFERC) • Permian—El Paso Natural Gas Co. Permian Basin Pool (IFERC) • PG&E Citygate—PG&E Citygate (IFERC) • Rockies—Northwest Pipeline, Rocky Mountain Pool (IFERC) • San Juan— El Paso Natural Gas Co. San Juan Basin Pool (IFERC) • Socal—Socal Citygate (IFERC) • Sumas—Northwest Pipeline, Sumas (IFERC) • TCO—Columbia Gas Transmission Company (IFERC) • TETCO M3—Texas Eastern Transmission Corp M3 Zone (IFERC) • Texok— Natural Gas Pipeline Co of America TexOK (IFERC) • Trans Z6 NY—Transcontinental Gas Pipeline, Zone 6 (NY) (IFERC) • Ventura—Northern Border Pipeline, Ventura (IFERC) • Waha—Waha Hub, West Texas (IFERC)
Settlement Currency:	<p>Currency in which payments are made between the two counterparties:</p> <ul style="list-style-type: none"> • USD • CAD (AECO only)
Quoting Convention and Minimum Increment:	<p>Notional amount, as agreed by counterparties.</p>
Minimum Size:	<p>Notional amount, as agreed by counterparties.</p>

Natural Gas Date/Instrument Spread Contracts

Notional Currency:	Currency in which payments are made between the two counterparties: <ul style="list-style-type: none"> • USD • CAD (AECO only)
Trading Conventions:	Buy or Sell on the near leg and Buy or Sell on the far leg. These would be reversed so that if the first leg is buying the second leg must be selling, for instance.
Calculation Periods:	Two calculation periods – one for each leg of the spread. A single date or date range over which the reference price of the commodity will be calculated. If a date range the reference price will be averaged across the days, contracts or publication source issues as agreed by the counterparties.
Settlement Date(s):	Specified settlement or payment date when the floating amounts are exchanged.
Settlement Procedure:	Bilateral cash settlement performed in settlement currency.

Natural Gas – Financial Basis Swap Contracts

Terms and Conditions

Summary:	<p>This covers “Natural Gas – Financial Basis Swap Contracts”.</p> <p>A natural gas financial basis swap contract is a cash settled agreement between two counterparties whereby one counterparty agrees to pay a floating amount to the other counterparty on a given date(s), which floating amount is calculated based on the reported price for natural gas at a given hub, and in exchange, the second counterparty will pay a floating amount to the first counterparty on the same given date(s) based on the maturity price of a natural gas futures contract tied to a different hub.</p> <p>The floating amounts paid are determined based on the notional quantity and, in the case of the first floating amount, the price of natural gas a stated hub published by one of a series of industry publications and, in the case of the second floating amount, an applicable futures contract based on the reference commodity.</p>
Publication Sources:	<ul style="list-style-type: none"> • CGPR—Canadian Gas Price Reporter • Gas Daily—Platt’s Gas Daily’s Daily Report • IFERC—Platt’s Inside FERC Gas Market Reporter • NGI—Natural Gas Intelligence’s Bidweek Survey <p>The floating amount can be based on the price for a given period in a given issue of the Publication Source (<i>e.g.</i>, monthly based on the first issue of the month) or an average of prices (<i>e.g.</i>, average of weekly bid prices for each weekly issue), as agreed by the parties.</p>
Reference Commodities:	<ul style="list-style-type: none"> • AECO—Alberta Energy Co. (CGPR) • ALG—Algonquin Energy Co. (IFERC) • Chicago—Chicago City Gate (IFERC) • CIG—Colorado Interstate Gas, North Mainline (IFERC) • DOM—Dominion Transmission Co. (IFERC) • HSC—Houston Ship Channel (IFERC) • Malin—Pacific Gas Transmission Co., Malin (IFERC) • Michigan—Michigan Consolidated Gas Company Citygate (IFERC) • NGPC Mid Con—Natural Gas Pipeline Co of America (IFERC) • Panhandle—Panhandle Eastern Pipeline Co. (IFERC) • Permian—El Paso Natural Gas Co. Permian Basin Pool (IFERC) • PG&E Citygate—PG&E Citygate (IFERC) • Rockies—Northwest Pipeline, Rocky Mountain Pool (IFERC) • San Juan— El Paso Natural Gas Co. San Juan Basin Pool (IFERC) • Socal—Socal Citygate (IFERC) • Sumas—Northwest Pipeline, Sumas (IFERC) • TCO—Columbia Gas Transmission Company (IFERC) • TETCO M3—Texas Eastern Transmission Corp M3 Zone (IFERC) • Texok— Natural Gas Pipeline Co of America TexOK (IFERC) • Trans Z6 NY—Transcontinental Gas Pipeline, Zone 6 (NY) (IFERC) • Ventura—Northern Border Pipeline, Ventura (IFERC) • Waha—Waha Hub, West Texas (IFERC)
Contracts on Reference Commodities:	<ul style="list-style-type: none"> • NYMEX Henry Hub Natural Gas (Index Swap Future) Last Day Settlement <p>For transactions where the settlement currency is CAD, this price will be converted to CAD at then-current spot.</p>
Settlement Currency:	<p>Currency in which payments are made between the two counterparties:</p> <ul style="list-style-type: none"> • USD • CAD (AECO only)
Quoting Convention	<p>Notional amount, as agreed by counterparties.</p>

Natural Gas – Financial Basis Swap Contracts

and Minimum Increment:	
Minimum Size:	Notional amount, as agreed by counterparties.
Notional Currency:	Currency in which the fixed and floating prices are quoted: <ul style="list-style-type: none"> • USD • CAD (AECO only)
Trading Conventions:	Buy or Sell which refers to whether or not the non-futures based floating amount is paid (buy) or received (sell).
Calculation Period:	A single date or date range over which the reference price of the commodity will be calculated. If a date range the reference price will be averaged across the days, contracts or Publication Source issues as agreed by the counterparties.
Trade Date:	The date on which counterparties enter into the contract.
Settlement Date(s):	Specified settlement or payment date(s) when the fixed payment amount and the floating payment amount are exchanged (can be netted).
Settlement Procedure:	Bilateral cash settlement performed in settlement currency.

Natural Gas – Fixed/Floating Swap Contracts

Terms and Conditions

Summary:	<p>This covers “Natural Gas – Fixed/Floating Swap Contracts”.</p> <p>A fixed/floating natural gas swap contract is a cash settled agreement between two counterparties whereby one counterparty agrees to pay a fixed amount to the other counterparty on a given date, and in exchange the second counterparty will pay a floating amount to the first counterparty on the same given date.</p> <p>The fixed amount paid is determined based on the notional quantity traded and the price of the reference commodity.</p> <p>The floating amount paid is determined based on the notional quantity and the price of an applicable futures contract based on the reference commodity over an agreed future calculation period.</p>
Reference Commodities:	<ul style="list-style-type: none"> • Henry Hub Natural Gas • Waha Natural Gas • Permian Natural Gas Basis Swap • TTF Natural Gas
Contracts on Reference Commodities:	<ul style="list-style-type: none"> • NYMEX Henry Hub Natural Gas (Index Swap Future) • NYMEX Waha Natural Gas Basis Swap • NYMEX Permian Natural Gas Basis Swap • ICE TTF Natural Gas (Monthly)
Settlement Currency:	<p>Currency in which payments are made between the two counterparties:</p> <ul style="list-style-type: none"> • USD (Other than TTF) • EUR (TTF)
Quoting Convention and Minimum Increment:	Notional amount, as agreed by counterparties
Minimum Size:	Notional amount, as agreed by counterparties
Notional Currency:	<p>Currency in which the fixed and floating prices are quoted:</p> <ul style="list-style-type: none"> • USD (Other than TTF) • EUR (TTF)
Trading Conventions:	Buy or Sell which refers to whether or not the fixed amount is paid (buy) or received (sell).
Calculation Periods:	<p>A single date or date range over which the reference price of the commodity will be calculated.</p> <p>If a date range the reference price will be averaged across all days.</p>
Trade Date:	The date on which counterparties enter into the contract.
Settlement Date(s):	Specified settlement or payment date when the fixed payment amount and the floating payment amount are exchanged (can be netted).
Settlement Procedure:	<p>Bilateral cash settlement performed in settlement currency.</p> <p>The contracts settle on both the NYMEX Last Day and NYMEX Penultimate publications.</p>

Natural Gas – Swing Swap Contracts

Terms and Conditions

Summary:	<p>This covers “Natural Gas – Swing Swap Contracts”.</p> <p>A natural gas swing swap contract is a cash settled agreement between two counterparties whereby one counterparty agrees to pay a floating amount to the other counterparty on a given date(s), which floating amount is calculated based on the daily reported price for natural gas at a given hub, and in exchange the second counterparty will pay a floating amount to the first counterparty on the same given date(s) based on the price at the same hub reported for a different period (e.g., weekly or monthly).</p> <p>The floating amounts paid are determined based on the notional quantity and, in the case of the first floating amount, the daily price of natural gas a stated hub published by one of a series of industry publications and, in the case of the second floating amount, a price of natural gas the same hub published with respect to a different periodicity.</p>
Publication Sources (Non-Daily):	<ul style="list-style-type: none"> • CGPR—Canadian Gas Price Reporter • IFERC—Platt’s Inside FERC Gas Market Reporter • NGI—Natural Gas Intelligence’s Bidweek Survey <p>The floating amount can be based on the price for a given period in a given issue of the Publication Source (e.g., monthly based on the first issue of the month) or an average of prices (e.g., average of weekly bid prices for each weekly issue), as agreed by the parties.</p>
Publication Sources (Daily):	<ul style="list-style-type: none"> • Gas Daily –Platt’s Gas Daily’s Daily Report
Reference Commodities and Non-Daily Publication Source:	<ul style="list-style-type: none"> • AECO—Alberta Energy Co. (CGPR) • ALG—Algonquin Energy Co. (IFERC) • Chicago—Chicago City Gate (IFERC) • CIG—Colorado Interstate Gas, North Mainline (IFERC) • DOM—Dominion Transmission Co. (IFERC) • HSC—Houston Ship Channel (IFERC) • Malin—Pacific Gas Transmission Co., Malin (IFERC) • Michigan—Michigan Consolidated Gas Company Citygate (IFERC) • NGPC Mid Con—Natural Gas Pipeline Co of America (IFERC) • Panhandle—Panhandle Eastern Pipeline Co. (IFERC) • Permian—El Paso Natural Gas Co. Permian Basin Pool (IFERC) • PG&E Citygate—PG&E Citygate (IFERC) • Rockies—Northwest Pipeline, Rocky Mountain Pool (IFERC) • San Juan— El Paso Natural Gas Co. San Juan Basin Pool (IFERC) • Socal—Socal Citygate (IFERC) • Sumas—Northwest Pipeline, Sumas (IFERC) • TCO—Columbia Gas Transmission Company (IFERC) • TETCO M3—Texas Eastern Transmission Corp M3 Zone (IFERC) • Texok— Natural Gas Pipeline Co of Americak TexOK (IFERC) • Trans Z6 NY—Transcontinental Gas Pipeline, Zone 6 (NY) (IFERC) • Ventura—Northern Border Pipeline, Ventura (IFERC) • Waha—Waha Hub, West Texas (IFERC)
Settlement Currency:	<p>Currency in which payments are made between the two counterparties:</p> <ul style="list-style-type: none"> • USD • CAD (AECO only)
Quoting Convention and Minimum Increment:	<p>Notional amount, as agreed by counterparties.</p>
Minimum Size:	<p>Notional amount, as agreed by counterparties.</p>

Natural Gas – Swing Swap Contracts

Notional Currency:	Currency in which the fixed and floating prices are quoted: <ul style="list-style-type: none"> • USD • CAD (AECO only)
Trading Conventions:	Buy or Sell which refers to whether or not the non-daily price based floating amount is paid(buy) or received (sell).
Calculation Period:	The reference price may be averaged across the days, contracts or publication source issues as agreed by the counterparties.
Trade Date:	The date on which counterparties enter into the contract.
Settlement Date(s):	Specified settlement or payment date(s) when the fixed payment amount and the floating payment amount are exchanged (can be netted).
Settlement Procedure:	Bilateral cash settlement performed in settlement currency.

Non-Deliverable Swaps

Terms and Conditions

<p>Summary:</p>	<p>This covers non-deliverable single-currency swaps (“Non-Deliverable Single-Currency Swaps”) and non-deliverable cross-currency swaps (“Non-Deliverable Cross-Currency Swaps”) and, together with Non-Deliverable Single-Currency Swaps, “Non-Deliverable Swaps”).</p>
<p>Limitations on Available Selections and Default Settings:</p>	<p>The terms under which Non-Deliverable Single-Currency Swaps and Non-Deliverable Cross-Currency Swaps may be traded are as specified in these terms and conditions or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default” and will apply unless the parties vary them.</p>
<p>Incorporated Standards:</p>	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (including Supplement 31 thereto); (b) ISDA OTC Taxonomies; (c) FpML Location Codes; (d) the ISDA/EMTA 1998 FX and Currency Option Definitions (“1998 Definitions”); (e) the EMTA Non-Deliverable Forward Templates; (f) the EMTA-ISDA Market Practice for Non-Deliverable CLP “<i>Cámara</i>” (CLP TNA) Interest Rate Swap Transactions (“CLP TNA Best Practices”); (g) the Recommended EMTA-ISDA Market Practice for BRL CDI Non-Deliverable Interest Rate Swap Transactions (Amended March 13, 2009) (“BRL CDI Best Practices”); (h) The current ISDA Revised Non-Deliverable Swap Transaction Standard Terms Supplement (“Asian STS”); and (i) The current ISDA Non-Deliverable Swap Transaction Fallback Matrix (the “Asian Matrix,” and, together with the Asian STS, the “Asian Terms”).

Non-Deliverable Swaps

	For convenience, certain terms are mapped to their FpML 5.5 equivalent.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Exotic
Further Limitations:	None
Terms:	
Settlement Currency:	With respect to Non-Deliverable Single-Currency Swaps, USD. With respect to any Non-Deliverable Cross-Currency Swap, for any currency pair selected by the parties from among those specified in the list of Available Currency Pairs, the currency specified as such in that list.
Index Currency:	With respect to any Non-Deliverable Single-Currency Swaps, the currency elected by the parties from among those specified in the list of Available Single Currencies. With respect to any Non-Deliverable Cross-Currency Swaps, for any currency pair selected by the parties from among those specified in the list of Available Currency Pairs, the currency specified as such in that list.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FX Rate:	The amount of Index Currency corresponding to one unit of the Settlement Currency. The FX Rate will be determined on the date determined as specified for the relevant Available Single Currency or Available Currency Pair and in accordance: (a) in the case of Index Currencies not identified as subject to Asian Terms, with the specified NDF Template and Rate Sources and Fallback Rates, treating the scheduled date of determination of the FX Rate as the “Valuation Date” under the NDF Template; and (b) in the case of Index Currencies identified as subject to Asian Terms, in accordance with the Asian Terms.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notional”):	For any Non-Deliverable Single-Currency Swap Transaction or for any Non-Deliverable Cross-Currency Swap Transaction involving ARS or PEN, an amount in the Index Currency agreed by the parties.

Non-Deliverable Swaps

	For any other Non-Deliverable Cross-Currency Swap Transaction, an amount in the Index Currency or Settlement Currency agreed by the parties.
Fixed Amount:	If the Currency Amount is denominated in the Settlement Currency, an amount calculated in accordance with the 2006 ISDA Definitions. If the Currency Amount is not denominated in the Settlement Currency and the Index Currency is not identified as being subject to Asian Terms, then notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Fixed Amount shall equal an amount in the Settlement Currency equal to:
<i>FX Rate × Fixed Rate × Currency Amount × Day Count Fraction</i>	
	If the Currency Amount is not denominated in the Settlement Currency and the Index Currency is identified as being subject to Asian Terms, then the Fixed Amount shall be calculated in accordance with the Asian Terms.
Fixed Rate Period End Dates:	As specified by the parties, subject to adjustment in accordance with any Fixed Rate Payer Period End Date Business Day Convention.
Fixed Rate Payer Period End Date Business Days:	If a Fixed Rate Payer Period End Date Business Day Convention is applicable, as specified by the parties from among the Available Business Days.
Fixed Rate Payer Payment Date Day Convention:	As specified by the parties from among the Available Business Day Conventions. If “No Adjustment” is specified, then the Fixed Rate Payer Period End Dates will not be adjusted.
Fixed Rate Payment Dates:	As specified by the parties, subject to adjustment in accordance with the Fixed Rate Payer Payment Date Business Day Convention.
Fixed Rate Payer Payment Date Business Days:	As specified by the parties from among the Available Business Days.
Fixed Rate Payer Payment Date Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Day Count Fraction:	As specified by the parties from among the Available Day Count Fractions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notional”):	For any Non-Deliverable Single-Currency Swap Transaction, an amount in the Index Currency agreed by the parties. For any Non-Deliverable Cross-Currency Swap, an amount in the Settlement Currency agreed by the parties. For any other Non-Deliverable Cross-Currency Swap, an amount agreed by the parties in whichever of the Index Currency or Settlement Currency is not the currency in which the Fixed Rate Payer Currency Amount is denominated.
Floating Amount:	If the Currency Amount is denominated in the Settlement Currency, an amount calculated in accordance with the 2006 ISDA Definitions. If the Currency Amount is denominated in BRL, then notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall

Non-Deliverable Swaps

	<p>be calculated as set forth under Definition of BRL Floating Rate Option.</p> <p>If the Currency Amount is not denominated in the Settlement Currency or BRL and the Index Currency is not identified as being subject to Asian Terms, then notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall equal an amount in the Settlement Currency equal to:</p>
	$FX\ Rate \times Currency\ Amount \times (Floating\ Rate + Spread) \times Floating\ Rate\ Day\ Count\ Fraction$
	If the Currency Amount is not denominated in the Settlement Currency and the Index Currency is identified as being subject to Asian Terms, then the Floating Amount shall be calculated in accordance with the Asian Terms.
Floating Rate Option:	For the relevant Currency, as selected by the parties from among the Available Floating Rate Options for such Currency.
Designated Maturity (“indexTenor”):	As specified by the parties from among the available tenors.
Spread:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Rate Period End Dates:	As specified by the parties, subject to adjustment in accordance with any Floating Rate Payer Period End Date Business Day Convention.
Floating Rate Payer Period End Date Business Days:	If a Floating Rate Payer Period End Date Business Day Convention is applicable, as specified by the parties from among the Available Business Days.
Floating Rate Payer Payment Date Day Convention:	As specified by the parties from among the Available Business Day Conventions. If “No Adjustment” is specified, then the Floating Rate Payer Period End Dates will not be adjusted.
Floating Rate Payment Dates:	As specified by the parties, subject to adjustment in accordance with the Floating Rate Payer Payment Date Business Day Convention.
Floating Rate Payer Payment Date Business Days:	As specified by the parties from among the Available Business Days.
Floating Rate Payer Payment Date Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Day Count Fraction:	As specified by the parties from among the Available Day Count Fractions.
Compounding:	As specified by the parties.
Method of Averaging:	As specified by the parties.
Final Exchange:	
Final Exchange Date:	As specified by the parties.
Final Exchange Business Days:	As specified by the parties from among the Available Business Days.
Final Exchange Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Rate Payer Final Exchange Amount:	If the Fixed Rate Payer Final Exchange Amount is denominated in the Settlement Currency, the Fixed Rate Payer Final Exchange Amount.

Non-Deliverable Swaps

	If the Fixed Rate Payer Final Exchange Amount is denominated in the Index Currency and the Index Currency is not identified as being subject to Asian Terms, an amount in the Settlement Currency equal to:
<i>FX Rate × Currency Amount</i>	
	If the Fixed Rate Payer Final Exchange Amount is not denominated in the Settlement Currency and the Index Currency is identified as being subject to Asian Terms, then the Fixed Rate Payer Final Exchange Amount shall be calculated in accordance with the Asian Terms.
Floating Rate Payer Final Exchange Amount:	If the Floating Rate Payer Final Exchange Amount is denominated in the Settlement Currency, the Floating Rate Payer Final Exchange Amount. If the Floating Rate Payer Final Exchange Amount is denominated in the Index Currency and the Index Currency is not identified as being subject to Asian Terms an amount in the Settlement Currency equal to:
<i>FX Rate × Currency Amount</i>	
	If the Floating Rate Payer Final Exchange Amount is not denominated in the Settlement Currency and the Index Currency is identified as being subject to Asian Terms, then the Floating Rate Payer Final Exchange Amount shall be calculated in accordance with the Asian Terms.

Non-Deliverable Swap Settlement Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY

Non-Deliverable Swap Available Currencies

Index Currency	NDF Template	Rate Source	Fallback Rate Source(s) (in order)	Determination Date	Business Days
INR	N/A	N/A	N/A	N/A	INMU
MYR	N/A	N/A	N/A	N/A	MYKL
THB	N/A	N/A	N/A	N/A	THBA

Non-Deliverable Cross-Currency Swap Available Currency Pairs

Index Currency	Settlement Currency	NDF Template	Rate Source	Fallback Rate Source(s) (in order)	Determination Date	Business Days
ARS	USD	17 May 06	ARS03	ARS04	Payment – 2 BD	ARBA USNY
BRL	USD	17 May 06	BRL09	BRL12, BRL13	Payment – 2 BD	USNY and any of BR{SP,RJ, BR}
CLP	USD	01 Aug 06	CLP10	CLP11	Payment – 2 BD	CLSA USNY
COP	USD	01 Aug 06	COP02	COP03	Payment – 2 BD	USNY COBO
PEN	USD	03 Dec 07	PEN05	PEN04	Payment – 2	USNY

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Applicability of Asian Terms

Index Currency	Asian Terms
ARS	Not Applicable
BRL	Not Applicable
CLP	Not Applicable
COP	Not Applicable
INR	Applicable
MYR	Applicable
PEN	Not Applicable
THB	Applicable

Non-Deliverable Swap Floating Rate Options

Index Currency	Floating Rate Option	Defined In	Business Days
ARS	Not Applicable—Fixed Leg ONLY		ARBA USNY
BRL	BRL-CDI-CETIP	See below	USNY and any of BR{SP,RJ, BR}
CLP	<i>CLP-Indice Cámara Promedio (ICP)</i>	CLP TNA Best Practices	USNY CLSA
CLP	<i>CLP-Unidad de Fomentos (UF/CLF)</i>	See below	USNY CLSA
COP	COP-IBR-OIS-COMPOUND	ISDA 2006	USNY COBO
COP	<i>COP-Unidad de Valor Real (UVR)</i>	See below	USNY COBO
INR	INR-FBIL-MIBOR-OIS-COMPOUND	ISDA 2006	INMU
INR	INR-MITOR-OIS-COMPOUND	ISDA 2006	INMU
MYR	MYR-KLIBOR-BNM	ISDA 2006	MYKL
PEN	Not Applicable—Fixed Leg ONLY		USNY PELI
THB	THB-THBFIX-Reuters	ISDA 2006	THBA
USD	Any USD Floating Rate Option available under tpSEF's Fixed/Floating Swap Listing	See tpSEF's Fixed/Floating Swap Listing	See tpSEF's Fixed/Floating Swap Listing

Definition of BRL Floating Rate Option

Floating Amount:	Notwithstanding anything to the contrary
$FX\ Rate \times Currency\ Amount \times \left[\prod_{j=1}^N \left(1 + \frac{Relevant\ Rate_j}{252} \right) - 1 \right]^{252/N}$	
	<p>Where: <i>N</i>=number of Reset Dates in the Calculation Period <i>j</i>=a particular Reset Date <i>Relevant Rate</i>=the Relevant Rate for instance <i>j</i> of Reset Date</p>
BRL-CDI-CETIP:	For any Reset Date, the Overnight Brazilian Interbank Deposit Rate Annualized, known as the average (“Media”) of the

	<p>DIOVER- EXTRA Group as published by CETIP (<i>Câmara de Custódia e Liquidação</i>) (the “Overnight CDI Rate”) for such date; provided that (i) such rate is published not later than 12:00 p.m. on the Brazil Business Day next following such Reset Date and (ii) any adjustments made by CETIP to such rate at any time later than the end of the business day on such Reset Date shall not be taken into account.</p> <p>If for any Reset Date there is no published Overnight CDI Rate (including as a result of the proviso above), CDI for the relevant Reset Date will be the overnight deposit rate published for such date by the BM&F in accordance with its rules (see http://www.bmf.com.br/portal/pages/boletim1/bd_manual/indicadoreFinanceiros1.asp, or any successor page).</p> <p>If the BM&F does not publish such a rate for such date, CDI for the relevant Reset Date shall be determined jointly by the parties.</p> <p>If the parties do not agree on a determination of such rate within one Brazil Business Day following the relevant Reset Date, CDI shall be determined through a CDI Reference Dealer Poll as described herein.</p> <p>If CDI for a Reset Date is not so determined by a CDI Reference Dealer Poll, BRL-CDI-Reference Dealers shall apply.</p>
BRL-CDI-Reference Dealers:	<p>If applicable for a Reset Date as set forth above, the Calculation Agent shall conduct up to four dealer polls commencing on the Brazil Business Day following the relevant Reset Date, in each case by requesting each of the CDI Reference Dealers to provide a quotation of the CDI.</p> <p>If at least four such quotations are obtained from CDI Reference Dealers in any such poll, the highest and lowest quotations will be disregarded and CDI for the relevant Reset Date will equal the arithmetic mean of the remaining quotations.</p> <p>If fewer than four such quotations are obtained from a poll, the Calculation Agent shall conduct additional such polls until four such quotations are obtained in any poll; provided that the Calculation Agent shall not conduct more than four polls in the aggregate (with not more than two polls on any day and with such polls conducted over not more than two Brazil Business Days).</p> <p>If four quotations are not obtained from any of such four polls, CDI shall not be determined by a CDI Reference Dealer Poll.</p>
CDI Reference Dealers:	At least six and not more than eight leading onshore dealers in the CDI market selected by the Calculation Agent.
Reset Dates (“resetDate”):	Each Scheduled Reset Date (as defined in the BRL CDI Best Practices).
Reset Dates Business Days:	As specified by the parties from among the Available BR Business Days.
Available BR Business Days:	Any of BR{SP,RJ, BR} and not otherwise declared a financial market holiday by the BM&F.

Definition of CLP-*Unidad de Fomento* (UF/CLF)

CLP- <i>Unidad de Fomento</i> (UF/CLF):	For any Reset Date, the difference between the value of the <i>unidad de fomento</i> (UF/CLF) as certified by the Chilean <i>Banco Central de Chile</i> for the calendar day preceding such Reset Date
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Non-Deliverable Swaps

	<p>and the value of the <i>unidad de fomento (UF/CLF)</i> as certified by the Chilean <i>Banco Central de Chile</i> for such Reset Date. The Calculation Agent shall convert such difference to the appropriate annualized percentage based on the terms of the Floating Amount payable by reference to the CLP-<u><i>Unidad de Fomento (UF/CLF)</i></u>.</p> <p>If for any Reset Date there is no published value of the <i>unidad de fomento (UF/CLF)</i> as certified by the Chilean <i>Banco Central de Chile</i>, the Calculation Agent shall determine the CLP-<u><i>Unidad de Fomento (UF/CLF)</i></u> for such day.</p>
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Definition of COP-*Unidad de Valor Real (UVR)*

<u>COP-<i>Unidad de Valor Real (UVR)</i></u> :	<p>For any Reset Date, the difference between the value of the <i>unidad de valor real (UVR)</i> as certified by the Colombian <i>Banco de Republica</i> for the calendar day preceding such Reset Date and the value of <i>unidad de valor real (UVR)</i> as certified by the Colombian <i>Banco de Republica</i> for such Reset Date. The Calculation Agent shall convert such difference to the appropriate annualized percentage based on the terms of the Floating Amount payable by reference to the COP-<u><i>Unidad de Valor Real (UVR)</i></u>.</p> <p>If for any Reset Date there is no published the difference between the value of the <i>unidad de valor real (UVR)</i> as certified by the Colombian <i>Banco de Republica</i>, the Calculation Agent shall determine the COP-<u><i>Unidad de Valor Real (UVR)</i></u> for such day.</p>
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Non-Deliverable Swap Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Non-Deliverable Swap Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Non-Deliverable Single-Currency Swap Notional Amounts

Currency	Minimum	Increment
INR	5,000,000	100,000
MYR	5,000,000	100,000
RHB	5,000,000	100,000

Non-Deliverable Cross-Currency Swap Notional Amounts

Currency	Minimum	Increment
ARS	As implied by the USD minimum	As implied by the USD increment
BRL	As implied by the USD minimum	As implied by the USD increment
CLP	As implied by the USD minimum	As implied by the USD increment
COP	As implied by the USD minimum	As implied by the USD increment
PEN	As implied by the USD minimum	As implied by the USD increment
USD	1,000,000	100,000

Non-Deliverable Foreign Exchange Options

Terms and Conditions

Summary:	This covers “Non-Deliverable Foreign Exchange Options”.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) the 1998 FX and Currency Option Definitions, as amended and supplemented from time to time, including the 2005 Barrier Option Supplement to the 1998 FX and Currency Option Definitions (the “1998 Definitions”); (b) the current EMTA Template Terms for Non-Deliverable Currency Option Transactions applicable to the Reference Currency and Settlement Currency (to the extent available for a particular Currency Pair) (available at: https://www.emta.org/ndfft.aspx); and (c) ISDA OTC Taxonomies.
Contract Types:	Each Non-Deliverable Foreign Exchange Option traded is bespoke and the terms agreed between the Buyer and Seller. All option strategies result in call options and/or put options executed with the following strategies traded as agreed between the parties: Vanilla: Outright Call / Put, Straddle, Strangle, Butterfly, Risk Reversal, Calendar (tenor) spread, Cross Currency Spread, Condor, Call Spread, Put Spread, Live Trading with no delta hedge. Exotic: Barriers, Baskets, Digitals (or Binary), Knockins, Knockouts, Reverse Knockins/Kockouts, No Touch, Double No Touch, Average Price, Worst of Options, Compound Options; trades may be with or without delta hedges and some structures may also be bilaterally negotiated with additional options as part of the package to form a vega hedge.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Foreign Exchange
ISDA OTC Base Product:	Vanilla Option, NDO, Simple Exotic or Complex Exotic
Terms:	
Trade Date:	The date the transaction is agreed between and becomes legally binding on the parties.
Commencement Date:	The Trade Date, unless otherwise specified by the parties. This applies only where the Currency Option Style is American.
Buyer:	As specified by the parties.
Seller:	As specified by the parties.
Currency Option Style:	As specified by the parties.

Non-Deliverable Foreign Exchange Options

	(An American option can be exercised any time up to and including the Expiration Date; a European option can only be exercised on the Expiration Date.)
Currency Option Type:	A Call with respect to the Call Currency and a Put with respect to the Put Currency; Binary in the case of a binary or digital option.
Call Currency:	The currency as specified by the parties from among those included in the list of available Currency Pairs. The Put Currency and Call Currency must represent a traded pair included in the list of available Currency Pairs.
Call Currency Amount:	As specified by the parties or, if not so specified, derived from the Put Currency Amount and Strike Price.
Put Currency:	The currency as specified by the parties from among those included in the list of available Currency Pairs. The Put Currency and Call Currency must represent a traded pair included in the list of available Currency Pairs.
Put Currency Amount:	As specified by the parties or, if not so specified, derived from the Call Currency Amount and Strike Price.
Strike Price:	As specified by the parties (if only one of the Put Currency or Call Currency is specified). If no Strike Price is specified and Automatic Exercise is applicable, the Strike Price will be calculated using the Put Currency and Call Currency in order to determine if the option is to be automatically exercised.
Reference Currency:	As specified by the parties.
Settlement Currency:	As specified by the parties.
Settlement Rate:	As specified by the parties or otherwise per the 1998 Definitions.
Settlement Rate Option:	As specified by the parties.
Expiration Date:	As specified by the parties.
Expiration Time:	The time in the location specified by the parties.
Latest Exercise Time:	The Expiration Time, unless otherwise specified by the parties. This applies only where the Currency Option Style is American.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
Settlement:	Non-Deliverable
Settlement Amount:	In the case of a digital or binary option, as specified by the parties.
Settlement Date:	As specified by the parties.
Valuation Date:	As specified by the parties.
Averaging Dates:	As specified by the parties.

Non-Deliverable Foreign Exchange Options

Premium:	As specified by the parties.
Premium Payment Date:	As specified by the parties.
Barrier Event:	As specified by the parties.
Calculation Agent:	As specified by the parties.
Business Day:	As specified by the parties.
Business Day Convention:	As specified by the parties.
Disruption Events:	As specified by the parties.
Disruption Fallbacks:	As specified by the parties for each applicable Disruption Event or otherwise per the 1998 Definitions.

Non-Deliverable Foreign Exchange Option Available Currency Pairs

AUD/CNY	CNY/THB	IDR/PHP	MYR/CNH	THB/INR
AUD/IDR	CNY/TWD	IDR/THB	MYR/CNY	THB/KRW
AUD/INR	EUR/ARS	IDR/TWD	MYR/EUR	THB/MYR
AUD/KRW	EUR/BRL	INR/AUD	MYR/GBP	THB/PHP
AUD/MYR	EUR/CLP	INR/CAD	MYR/IDR	THB/TWD
AUD/PHP	EUR/CNY	INR/CHF	MYR/INR	TWD/AUD
AUD/TWD	EUR/COP	INR/CNH	MYR/JPY	TWD/CAD
BRL/JPY	EUR/IDR	INR/CNY	MYR/KRW	TWD/CHF
BRL/MXN	EUR/INR	INR/EUR	MYR/NZD	TWD/CNH
CAD/BRL	EUR/KRW	INR/GBP	MYR/PHP	TWD/CNY
CAD/CNY	EUR/KZT	INR/HKD	MYR/SGD	TWD/EUR
CAD/IDR	EUR/MYR	INR/IDR	MYR/TWD	TWD/GBP
CAD/INR	EUR/PEN	INR/JPY	NZD/CNY	TWD/HKD
CAD/KRW	EUR/PHP	INR/KRW	NZD/IDR	TWD/IDR
CAD/MYR	EUR/TWD	INR/NZD	NZD/INR	TWD/INR
CAD/PHP	EUR/UAH	INR/PHP	NZD/KRW	TWD/JPY
CAD/TWD	GBP/BRL	INR/SGD	NZD/MYR	TWD/KRW
CHF/BRL	GBP/CNY	INR/TWD	NZD/PHP	TWD/MYR
CHF/CNY	GBP/IDR	JPY/CNY	NZD/TWD	TWD/NZD
CHF/IDR	GBP/INR	JPY/IDR	PHP/AUD	TWD/PHP
CHF/INR	GBP/KRW	JPY/INR	PHP/CAD	TWD/SGD
CHF/KRW	GBP/MYR	JPY/KRW	PHP/CHF	TWD/THB
CHF/MYR	GBP/PHP	JPY/MYR	PHP/CNH	USD/ARS
CHF/PHP	GBP/TWD	JPY/PHP	PHP/CNY	USD/BRL
CHF/TWD	HKD/CNY	JPY/TWD	PHP/EUR	USD/CLP

Non-Deliverable Foreign Exchange Options

CNH/IDR	HKD/IDR	KRW/AUD	PHP/GBP	USD/CNY
CNH/INR	HKD/INR	KRW/CAD	PHP/HKD	USD/COP
CNH/KRW	HKD/KRW	KRW/CHF	PHP/IDR	USD/EGP
CNH/MYR	HKD/MYR	KRW/CNH	PHP/INR	USD/GHS
CNH/PHP	HKD/PHP	KRW/CNY	PHP/JPY	USD/IDR
CNH/TWD	HKD/TWD	KRW/EUR	PHP/KRW	USD/INR
CNY/AUD	IDR/AUD	KRW/GBP	PHP/MYR	USD/KES
CNY/CAD	IDR/CAD	KRW/IDR	PHP/NZD	USD/KRW
CNY/CHF	IDR/CHF	KRW/INR	PHP/THB	USD/KZT
CNY/EUR	IDR/CNH	KRW/JPY	PHP/TWD	USD/MYR
CNY/GBP	IDR/CNY	KRW/MYR	SGD/CNY	USD/NGN
CNY/HKD	IDR/EUR	KRW/NZD	SGD/IDR	USD/PEN
CNY/IDR	IDR/GBP	KRW/PHP	SGD/INR	USD/PHP
CNY/INR	IDR/HKD	KRW/SGD	SGD/KRW	USD/RUB
CNY/JPY	IDR/INR	KRW/THB	SGD/MYR	USD/TWD
CNY/KRW	IDR/JPY	KRW/TWD	SGD/PHP	USD/UAH
CNY/MYR	IDR/KRW	MYR/AUD	SGD/TWD	USD/VND
CNY/NZD	IDR/MYR	MYR/CAD	THB/CNY	USD/ZMW
CNY/PHP	IDR/NZD	MYR/CHF	THB/IDR	

Non-Deliverable Forward Foreign Exchange Contracts

Terms and Conditions

<p>Summary:</p>	<p>A non-deliverable forward (“NDF”) is an outright forward in which the counterparties settle the difference between the contracted NDF price or rate and the prevailing spot price or rate on an agreed notional amount in an agreed settlement currency.</p>
<p>Reference Currency (<i>i.e.</i>, Non-Delivery Currency):</p>	<ul style="list-style-type: none"> • AOA Angolan Kwanza • ARS Argentine Peso • BDT Bangladeshi Taka • BRL Brazilian Real • CLP Chilean Peso • COP Colombian Peso • CNY Chinese Renminbi • DZD Algerian Dinar • EGP Egyptian pound • GHS Ghanaian Cedi • GTQ Guatemalan quetzal • IDR Indonesian Rupiah • INR Indian Rupee • KES Kenyan Shilling • KRW South Korean Won • KZT Kazakh tenge • LKR Sri Lankan Rupee • MAD Moroccan Dirham • MUR Mauritian Rupee • MYR Malaysian Ringgit • MZN Mozambican Metical • NGN Nigerian Naira • PEN Peruvian nuevo sol • PHP Philippine Peso • PKR Pakistani Rupee • RUB Russian ruble • TND Tunisian Dinar • TWD Taiwan Dollar • TZS Tanzanian Shilling

Non-Deliverable Forward Foreign Exchange Contracts

	<ul style="list-style-type: none"> • UAH Ukrainian Hryvnia • UGX Ugandan Shilling • UYU Uruguayan peso • VEB Venezuelan bolívar • VND Vietnamese đồng • XAF Central African CFA Franc • XOF West African CFA Franc • ZMW Zambian Kwacha
Settlement Currency:	<ul style="list-style-type: none"> • AUD Australian Dollar • CAD Canadian Dollar • EUR Euro • GBP British Pound • JPY Japanese Yen • USD US Dollar • CHF Swiss Franc
Quoting Convention and Minimum Increment:	Notional amount, as agreed by counterparties.
Minimum Size:	Notional amount, as agreed by counterparties.
Notional Currency:	Currency in which contract size is expressed, as agreed by counterparties.
Trading Conventions:	Buy or Sell which refers to the contract size expressed in notional currency.
Forward Rates:	Currency exchange rate expressed as the amount of reference currency per unit of settlement currency.
Trade Date:	The date on which parties enter into the contract.
Settlement Date:	Specified settlement or payment date, as agreed by counterparties.
Fixing Date:	The date at which the difference between the prevailing market exchange rate and the agreed upon exchange rate is calculated.
Settlement Procedure:	Bilateral settlement performed in settlement currency.
Disruption Events:	<p>Unless otherwise specified by the parties, as set forth in the EMTA Template Terms for Non-Deliverable FX Forward Transactions applicable to the Reference Currency and Settlement Currency:</p> <p>http://www.emta.org/ndfft.aspx</p>

PO Index Contracts**Terms and Conditions**

Summary:	This covers Markit PO Fixed for Floating Swap Transactions (the “Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which the Contracts may be traded are as specified in these terms and conditions. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions; (b) ISDA OTC Taxonomies; and (c) the Markit PO Standard Terms Supplement (June 12, 2010 version) or any subsequent Standard Terms Supplement (the “Standard Terms”).
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Index
ISDA OTC Sub-Product:	PO
ISDA OTC Transaction Type:	PO
Further Limitations:	None
Terms:	
Effective Date:	As specified by the parties, subject to adjustment in accordance with the Standard Terms.
Scheduled Termination Date:	As agreed by the parties.
Termination Date:	Per the Standard Terms.
Notional Amount:	An amount in USD agreed by the parties.
Index:	One of the Markit PO Index series, as specified by the parties from all then-available series (to the extent such series is not then a narrow-based index within the meaning of the CFTC’s regulations).
Annex Date:	As agreed by the parties.
Index Provider:	Per the Standard Terms.
Fixed Rate Payer:	As agreed by the parties.
Floating Rate Payer:	As agreed by the parties.
Period End Dates:	Per the Standard Terms.
Reset Dates:	Per the Standard Terms.
Payment Dates:	Per the Standard Terms.
Calculation Agent:	As agreed by the parties or, if not so agreed, per the Standard Terms.
Day Count Fraction:	Per the Standard Terms.
Business Days:	For any purpose, per the Standard Terms.
Business Day Convention:	Per the Standard Terms.
Initial Payment:	

Initial Payment:	Per the Standard Terms.
Initial Payment Amount:	An amount in USD as specified by the parties.
Initial Payment Payer:	As specified by the parties.
Initial Payment Date:	Per the Standard Terms.
Settlement Payments	
Mark to Market Amount Payment:	Per the Standard Terms.
Mark to Market Amount Payer:	Per the Standard Terms.
Mark to Market Amount:	Per the Standard Terms.
Financing Payment:	Per the Standard Terms.
Financing Payment Amount:	Per the Standard Terms.
Principal Payment:	Per the Standard Terms.
Principal Payment Amount:	Per the Standard Terms.
Net Payment:	Per the Standard Terms.
Net Payment Amount Payer:	Per the Standard Terms.
Net Payment Amount:	Per the Standard Terms.
Agency Coupon:	Per the Standard Terms.
Index LIBOR:	Per the Standard Terms.
Index Factor:	Per the Standard Terms.
Commencing Index Factor:	Per the Standard Terms.
Period End Index Factor:	Per the Standard Terms.
Index Price:	Per the Standard Terms.
Commencing Index Price:	Per the Standard Terms.
Period End Index Price:	Per the Standard Terms.
Event Affecting the Index:	
Events and Adjustments:	All are per the Standard Terms.

Single Currency Fixed for Floating Interest Rate Swaps - CME Cleared

Terms and Conditions

Summary:	This covers single currency fixed for floating interest rate swaps cleared by the Chicago Mercantile Exchange Inc. (“CME”).
Limitations on Available Selections and Default Settings:	The terms under which a Single Currency Fixed for Floating Interest Rate Swap/CME Cleared may be traded are as specified in these terms and conditions, which incorporate the CME Rulebook, in particular Chapters 900 and 901 (and any successor provisions) and the CME Cleared IRS Product Scope (or any successor). By electing to trade a Single Currency Fixed for Floating Interest Rate Swap/CME Cleared, participants are representing that they are familiar with the CME Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the CME Rulebook as in effect from time to time. The CME Rulebook itself may incorporate certain additional standards, such as the 2000 ISDA Definitions and 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and CME contracts, since the CME may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float and OIS
Further Limitations:	Must comply with CME Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the CME Rulebook.
Effective Date:	As per the CME Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the CME Rulebook. This may vary from period to period to the extent permitted by the CME Rulebook. The CME Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the CME Rulebook.
Business Days:	As per the CME Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the CME Rulebook.
Trade Date:	As per the CME Rulebook.
Termination Date:	As agreed by the parties, subject to any minimum or

Single Currency Fixed for Floating Interest Rate Swaps - CME Cleared

	maximum tenor in the CME Rulebook.
Termination Date Business Day Convention:	As per the CME Rulebook, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the CME Rulebook.
Fixed Rate Payer Payment Dates:	As per the CME Rulebook.
Fixed Amount:	As per the CME Rulebook, which may permit use of a schedule.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the CME Rulebook.
Floating Rate Payer Payment Dates:	As per the CME Rulebook.
Floating Amount:	As per the CME Rulebook.
Floating Rate Option:	As determined by the parties, subject to the CME Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	As per the CME Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the CME Rulebook.
Reset Dates:	As the per CME Rulebook.
Floating Rate Daycount Fraction:	As per the CME Rulebook.
Floating Rate for Initial Calculation Period:	As per the CME Rulebook.
Fixed Rate Payer:	As determined by the parties.
Floating Rate Payer:	As determined by the parties.
Compounding:	As per the CME Rulebook.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to limitations in the CME Rulebook.

Single Currency Fixed for Floating Interest Rate Swaps – LCH Cleared

Terms and Conditions

Summary:	This covers single currency fixed for floating swaps cleared by LCH.Cleernet (“LCH”).
Limitations on Available Selections and Default Settings:	The terms under which a Single Currency Fixed for Floating Interest Rate Swaps/LCH Cleared contract may be traded are as specified in these terms and conditions, which incorporate the LCH Rulebook, in particular Schedule 4A (or any successor provisions). By electing to trade a Single Currency Fixed for Floating Interest Rate Swap/LCH Cleared, participants are representing that they are familiar with the LCH Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the LCH Rulebook as in effect from time to time. The LCH Rulebook itself may incorporate certain additional standards, such as the 2000 ISDA Definitions and 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and LCH contracts, since the LCH may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float and OIS
Further Limitations:	Must comply with LCH Clearing Requirements
Terms:	
Definition Set:	The definition set (e.g., ISDA 2000/ISDA 2006) elected by, or otherwise binding on, the parties in accordance with the LCH Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the LCH Rulebook. This may vary from period to period to the extent permitted by the LCH Rulebook. The LCH Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the LCH Rulebook.
Trade Date:	As per the LCH Rulebook.
Effective Date:	As per the LCH Rulebook.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the LCH Rulebook.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook
Payment Date for Additional Payment/Fees	As determined by the parties, subject to limitations in the LCH Rulebook, which may limit the earliest or latest day on which such fees may be paid based on Currency or other factors.

Single Currency Fixed for Floating Interest Rate Swaps – LCH Cleared

Business Days:	As per the LCH Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the LCH Rulebook.
Stub Periods:	Permitted to the extent allowed under the LCH Rulebook.
Fixed Rate Payer:	As determined by the parties.
Fixed Rate Payer Payment Dates:	As per the LCH Rulebook.
Fixed Amount:	As per the LCH Rulebook, which may permit use of a schedule.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the LCH Rulebook.
Floating Rate Payer	As determined by the parties.
Floating Rate Payer Payment Dates:	As per the LCH Rulebook.
Floating Rate Payer Compounding Dates:	As per the LCH Rulebook.
Floating Amount:	As per the LCH Rulebook.
Floating Rate Option:	As determined by the parties, subject to the LCH Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	As per the LCH Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the LCH Rulebook.
Reset Dates:	As the per LCH Rulebook.
Floating Rate Daycount Fraction:	As per the LCH Rulebook.
Negative Interest Rates:	As per the LCH Rulebook, which may require use of a single method.
Withholding and Tax:	As per the LCH Rulebook.
Governing Law:	As per the LCH Rulebook, which may dictate the law applicable to the Transaction.

U.S. Electricity – Fixed/Floating Swap Contracts**Terms and Conditions**

Summary:	This covers fixed-for-floating U.S. electricity swaps (“U.S. Electricity – Fixed/Floating Swap Contracts”).
Limitations on Available Selections and Default Settings:	<p>The terms under which U.S. Electricity – Fixed/Floating Swap Contracts may be traded are shown below or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default” and will apply unless the parties vary them.</p>
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Energy
ISDA OTC Sub-Product:	Elec
ISDA OTC Transaction type:	Swap
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Effective Date:	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Days:	USNY
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date:	As specified by the parties.
Termination Date Business Days:	USNY
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Commodity	As specified by the parties from among the Available Commodities.
Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Settlement Periods:	If specified by the parties or if applicable to the relevant Commodity Reference Price and specified herein. Parties may specify one of the Available Set Tenors as a Settlement Period or may specify another period.

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Applicable Days:	If applicable to the relevant Commodity Reference Price and specified therein or if applicable to the relevant Available Set Tenor and specified therein (i.e., Month). Applicable Days does not apply to Commodity Reference Prices under the headings “ISDA Definition” or “Exchange Definition”.
Duration:	Hourly
Start Time(s)/End Time(s):	If specified by the parties or if applicable to the relevant Commodity Reference Price and specified herein.
Payment Dates:	In relation to each Calculation Period, as specified by the parties, each such day being subject to adjustment in accordance with the Payment Date Business Day Convention.
Payment Date Business Days:	USNY
Payment Date Business Day Convention:	As specified by the parties.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties per Unit of the Commodity.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Applicable Spread:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Calculation Agent:	As agreed by the parties.

U.S. Electricity – Fixed/Floating Swap Contracts Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY

U.S. Electricity – Fixed/Floating Swap Contracts Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

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Set Tenor	Settlement Period	
Month	The specified calendar month; if OFF PEAK/PEAK is not specified, PEAK is assumed	
Season	Season	Days in Specified Year
	Winter	1 January through the last day of February in the specified year
	Spring	1 March through 30 April in the specified year
	Summer	1 July through 31 August in the specified year
Quarter	Quarter Number	Days in Specified Year
	Q1	1 January through 31 March
	Q2	1 April through 30 June
	Q3	1 July through 30 September
	Q4	1 October through 31 December
Calendar Year	1 January through 31 December in the specified year	
Planning Year	1 June in the specified beginning calendar year through 31 May in the specified ending calendar year	

U.S. Electricity – Fixed/Floating Swap Contracts Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

Note that these Commodity Reference Prices relate to all hours in the Pricing Date (i.e., are “Around the Clock”); for the equivalent Peak and Off-Peak prices, see below.

ISDA Definition
ELECTRICITY-NYISO-ZONE A (WEST)-DAY AHEAD
ELECTRICITY-NYISO-ZONE G (HUD VL)-DAY AHEAD
ELECTRICITY-NYISO-ZONE J (N.Y.C.)-DAY AHEAD
ELECTRICITY-ISO NEW ENGLAND-MASS HUB-DAY AHEAD
ELECTRICITY-ISO NEW ENGLAND-NE MASS BOSTON-DAY AHEAD
ELECTRICITY-PJM-EASTERN HUB-DAY AHEAD
ELECTRICITY-PJM-PSEG-DAY AHEAD
ELECTRICITY-PJM-WESTERN HUB-DAY AHEAD

Exchange Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions. **Note that these Commodity Reference Prices relate to all hours in the Pricing Date (i.e., are “Around the Clock”); for the equivalent Peak and Off-Peak prices, see below.**

ISDA Definition					
Commodity Reference Price	Relevant Commodity	Relevant Unit	Exchange	Currency	Specified Price
ELECTRICITY	Electricity	MwH	ICE	USD 0.01	"ELECTRICIT

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-NP15 DAY AHEAD PEAK-ICE					Y-CAISO-NP15-DAY AHEAD"
ELECTRICITY -NP15 DAY AHEAD PEAK-ICE	Electricity	MwH	ICE	USD 0.01	"ELECTRICITY -CAISO-NP15-DAY AHEAD"
ELECTRICITY -SP15 DAY AHEAD OFF PEAK-ICE	Electricity	MwH	ICE	USD 0.01	"ELECTRICITY -CAISO-SP15-DAY AHEAD"
ELECTRICITY -SP15 DAY AHEAD PEAK-ICE	Electricity	MwH	ICE	USD 0.01	"ELECTRICITY -CAISO-SP15-DAY AHEAD"
ELECTRICITY -PALO VERDE OFF PEAK-ICE	Electricity	MwH	ICE	USD 0.01	ELECTRICITY -PALO VERDE OFF-PEAK-ICE
ELECTRICITY -PALO VERDE PEAK-ICE	Electricity	MwH	ICE	USD 0.01	ELECTRICITY -PALO VERDE PEAK-ICE
ELECTRICITY -MID C OFF PEAK-ICE	Electricity	MwH	ICE	USD 0.01	ELECTRICITY -MID C OFF-PEAK-ICE
ELECTRICITY -MID C PEAK-ICE	Electricity	MwH	ICE	USD 0.01	ELECTRICITY -MID C PEAK-ICE

Non-ISDA, Non-Exchange Definitions

For any of the Commodity Reference Prices below, the price for the Settlement Period specified for that Pricing Date will be that hour's Specified Price per MWh of electricity for delivery on an Applicable Day specified for that Commodity Reference Price, published by the specified Source on the specified Page under the specified Heading (or any successor Source, Page or Heading), that reports prices effective on such Applicable Day.

Commodity Reference Price	Settlement Period	Source	Page	Heading
ELECTRICITY-PJM-AEP DAYTON HUB-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-AEP DAYTON HUB-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-AEP DAYTON HUB-OFF PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-AEP DAYTON HUB-	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	AEP DAYTON HUB, TotalLMP

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ATC REALTIME				
ELECTRICITY- PJM-AEP DAYTON HUB- OFF PEAK REAL TIME	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY- PJM-AEP DAYTON HUB- OFF PEAK REAL TIME	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY- PJM-COMED HUB-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	COMED, TotalLMP
ELECTRICITY- PJM-COMED HUB-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	COMED, TotalLMP
ELECTRICITY- PJM-COMED HUB-OFF PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	COMED, TotalLMP
ELECTRICITY- MISO- INDIANA HUB- ATC DAY AHEAD	N/A	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY- MISO- INDIANA HUB- OFF PEAK DAY AHEAD	Eastern Off Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY- MISO- INDIANA HUB- PEAK DAY AHEAD	Eastern Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY- MISO- INDIANA HUB- ATC REAL TIME	N/A	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Real -Time, Report: Real- Time Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY- MISO- INDIANA HUB- OFF PEAK REAL TIME	Eastern Off Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Real -Time, Report: Real- Time Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY- MISO- INDIANA HUB- PEAK REAL	Eastern Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Real -Time, Report: Real- Time Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)

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TIME				
ELECTRICITY-MISO-MICHIGAN HUB-ATC DAY AHEAD	N/A	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Michigan Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-MICHIGAN HUB-OFF PEAK DAY AHEAD	Central Off Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Michigan Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-MICHIGAN HUB-PEAK DAY AHEAD	Central Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Michigan Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-OFF PEAK DAY AHEAD	Central Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-PEAK DAY AHEAD	Central Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-ATC REAL TIME	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-OFF PEAK REAL TIME	Central Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-PEAK REAL TIME	Central Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-ISO NEW	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?cate	.Z.CONNECTICUT , Locational

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ENGLAND-CONNECTICUT ZONE-ATC DAY AHEAD			gory=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-CONNECTICUT ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.CONNECTICUT, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-CONNECTICUT ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.CONNECTICUT, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-ATC DAY AHEAD	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-ATC DAY AHEAD	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW	See ISDA Definition			

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ENGLAND- MASS HUB- ATC DAY AHEAD				
ELECTRICITY- ISO NEW ENGLAND- MASS HUB- OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.H.INTERNAL_HUB, Locational Marginal Pricing \$/MWh
ELECTRICITY- ISO NEW ENGLAND- MASS HUB- PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.H.INTERNAL_HUB, Locational Marginal Pricing \$/MWh
ELECTRICITY- ISO NEW ENGLAND- SEMASS ZONE-DAY AHEAD	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.SEMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY- ISO NEW ENGLAND- SEMASS ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.SEMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY- ISO NEW ENGLAND- SEMASS ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.SEMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY- ISO NEW ENGLAND- NEMASSBOST ZONE-DAY AHEAD	See ISDA Definition			
ELECTRICITY- ISO NEW ENGLAND- NEMASSBOST ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.NEMASSBOST, Locational Marginal Pricing \$/MWh
ELECTRICITY- ISO NEW ENGLAND- NEMASSBOST ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.NEMASSBOST, Locational Marginal Pricing \$/MWh
ELECTRICITY-	N/A	ISO NE	http://www.iso-	.Z.WCMASS,

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ISO NEW ENGLAND-WCMASS ZONE-DAY AHEAD			ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-WCMASS ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.WCMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-WCMASS ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.WCMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY-PJM-ATLANTIC ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AECO ZONE, TotalLMP
ELECTRICITY-PJM-ATLANTIC ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AECO ZONE, TotalLMP
ELECTRICITY-PJM-ATLANTIC ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AECO ZONE, TotalLMP
ELECTRICITY-PJM-BALTIMORE GAS AND ELECTRIC ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	BGE ZONE, TotalLMP
ELECTRICITY-PJM-BALTIMORE GAS AND ELECTRIC ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	BGE ZONE, TotalLMP
ELECTRICITY-PJM-BALTIMORE GAS AND ELECTRIC ZONE-PEAK	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	BGE ZONE, TotalLMP

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DAY AHEAD				
ELECTRICITY-PJM-DPL ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	DPL ZONE, TotalLMP
ELECTRICITY-PJM-DPL ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	DPL ZONE, TotalLMP
ELECTRICITY-PJM-DPL ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	DPL ZONE, TotalLMP
ELECTRICITY-PJM-EASTERN HUB-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-PJM-EASTERN HUB-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	EASTERN HUB, TotalLMP
ELECTRICITY-PJM-EASTERN HUB- PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	EASTERN HUB, TotalLMP
ELECTRICITY-PJM-JCPL ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	JCPL ZONE, TotalLMP
ELECTRICITY-PJM-JCPL ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	JCPL ZONE, TotalLMP
ELECTRICITY-PJM-JCPL ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	JCPL ZONE, TotalLMP
ELECTRICITY-PJM-METED ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	METED ZONE, TotalLMP
ELECTRICITY-PJM-METED ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	METED ZONE, TotalLMP
ELECTRICITY-PJM-METED ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	METED ZONE, TotalLMP
ELECTRICITY-PJM-PECO	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PECO ZONE, TotalLMP

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ZONE-ATC DAY AHEAD				
ELECTRICITY- PJM-PECO ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PECO ZONE, TotalLMP
ELECTRICITY- PJM-PECO ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PECO ZONE, TotalLMP
ELECTRICITY- PJM-PEPCO ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PEPCO ZONE, TotalLMP
ELECTRICITY- PJM-PEPCO ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PEPCO ZONE, TotalLMP
ELECTRICITY- PJM-PEPCO ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PEPCO ZONE, TotalLMP
ELECTRICITY- PJM-PPL ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY- PJM-PPL ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY- PJM-PPL ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY- PJM-PPL ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY- PJM-PPL ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY- PJM-PPL ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY- PJM-PSEG ZONE-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-	Eastern	PJM	http://www.pjm.com/markets-and-	PSEG ZONE,

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PJM-PSEG ZONE-OFF PEAK DAY AHEAD	Off-Peak		operations/energy/day-ahead/lmpda.aspx	TotalLMP
ELECTRICITY- PJM-PSEG ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PSEG ZONE, TotalLMP
ELECTRICITY- PJM-WEST- ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY- PJM-WEST- OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	WESTERN HUB, TotalLMP
ELECTRICITY- PJM-WEST- PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	WESTERN HUB, TotalLMP
ELECTRICITY- PJM-WEST HUB-ATC REALTIME	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	WESTERN HUB HUB, TotalLMP
ELECTRICITY- PJM-WEST HUB-OFF PEAK REAL TIME	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	WESTERN HUB HUB, TotalLMP
ELECTRICITY- PJM-WEST HUB-OFF PEAK REAL TIME	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	WESTERN HUB HUB, TotalLMP
ELECTRICITY- NYISO-NY ZONE A-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY- NYISO-NY ZONE A-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	WEST, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE A- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	WEST, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE A-ATC DAY AHEAD	ATC	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	WEST, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp	WEST, LBMP (\$/MWhr)

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ZONE A-OFF PEAK DAY AHEAD			x.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	
ELECTRICITY- NYISO-NY ZONE A- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	CENTRL, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE C-ATC DAY AHEAD	ATC	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	CENTRL, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE C-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	CENTRL, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE C- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	CENTRL, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE G-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY- NYISO-NY ZONE G-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	HUD VL, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE G- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	HUD VL, LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE H-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY- NYISO-NY ZONE H-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	N.Y.C., LBMP (\$/MWhr)
ELECTRICITY- NYISO-NY ZONE H- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	N.Y.C., LBMP (\$/MWhr)
ELECTRICITY- CAISO-NP 15 ATC	Notwithstanding the Commodity Definitions, will be calculated as the weighted average of the ELECTRICITY-NP15- PEAK-ICE and ELECTRICITY-NP15- OFF-PEAK-ICE Commodity Reference Prices for the relevant period, weighted on the basis of the number of hourly periods in the relevant period which are peak and off-peak respectively (with peak and			

U.S. Electricity – Fixed/Floating Swap Contracts

	off peak having the meaning specified in the definition of the Commodity Reference Price by the Exchange).
ELECTRICITY-CAISO-SP 15 ATC	Notwithstanding the Commodity Definitions, will be calculated as the weighted average of the ELECTRICITY-SP15- PEAK-ICE and ELECTRICITY-SP15- OFF-PEAK-ICE Commodity Reference Prices for the relevant period, weighted on the basis of the number of hourly periods in the relevant period which are peak and off-peak respectively (with peak and off peak having the meaning specified in the definition of the Commodity Reference Price by the Exchange).
ELECTRICITY-PALO VERDE ATC-ICE	Notwithstanding the Commodity Definitions, will be calculated as the weighted average of the ELECTRICITY-PALO VERDE PEAK-ICE and ELECTRICITY-PALO VERDE OFF-PEAK-ICE Commodity Reference Prices for the relevant period, weighted on the basis of the number of hourly periods in the relevant period which are peak and off-peak respectively (with peak and off peak having the meaning specified in the definition of the Commodity Reference Price by the Exchange)
ELECTRICITY-MID C ATC-ICE	Notwithstanding the Commodity Definitions, will be calculated as the weighted average of the ELECTRICITY-MID C PEAK-ICE and ELECTRICITY-MID C OFF-PEAK-ICE Commodity Reference Prices for the relevant period, weighted on the basis of the number of hourly periods in the relevant period which are peak and off-peak respectively (with peak and off peak having the meaning specified in the definition of the Commodity Reference Price by the Exchange)

U.S. Electricity – Fixed/Floating Swap Contracts Specified Time Periods

	Non-FERC Holidays (all times are Hours Ending and use 24-hour clock)	FERC Holidays
California Off Peak	Excludes 0700 through 2200 Pacific Prevailing Time	Includes all hours on FERC Holidays
California Peak	Includes 0700 through 2200 Pacific Prevailing Time	Excludes all hours on FERC Holidays
Eastern Off Peak ¹	Excludes 0800 through 2300 Eastern Prevailing Time	Includes all hours on FERC Holidays
Eastern Peak	Includes 0800 through 2300 Eastern Prevailing Time	Excludes all hours on FERC Holidays

¹ Times for Commodity Reference Prices reported for Central Timezone (e.g., Illinois, Michigan) will be converted to their Eastern time equivalents

USD Equity Basket Swap (Broad Based)**Terms and Conditions**

Summary:	This covers equity total-return swaps on broad-based baskets of equities traded in USD. For purposes of relevant CFTC and SEC regulations, such basket shall be on a broad-based index.
Limitations on Available Selections and Default Settings:	The terms under which USD Equity Basket Swap (Broad Based) may be traded are shown below or in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them. In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i> , London versus NY). In that case the default settings may vary by market.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions; (b) 2002 ISDA Equity Derivatives Definitions; and (c) Annex SS to 2004 Americas Interdealer Master Equity Derivatives Confirmation (except that references therein to the 2000 ISDA Definitions shall be deemed references to the 2006 ISDA Definitions). For convenience, certain terms are mapped to their FpML 5.5 equivalent.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Equity
ISDA OTC Base Product:	Swap
ISDA OTC Sub-Product:	Price Return Basic Performance
ISDA OTC Transaction type:	Basket
Further Limitations:	None
Terms:	
Type of Transaction:	Share Basket Swap Transaction
Trade Date:	As agreed by the parties.
Notional Amount (“notional”):	An amount in USD agreed by the parties.
Effective Date (“effectiveDate”):	Per Annex SS, unless otherwise agreed by the parties.
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	Per Annex SS, unless otherwise specified by the parties.
Basket:	As specified by the parties in compliance with the rules

USD Equity Basket Swap (Broad Based)

	and regulations of the CFTC and SEC applicable to broad-based indices.
Exchange(s):	As specified by the parties with respect to each Share comprised in the Basket.
Related Exchanges:	Per Annex SS, unless otherwise agreed by the parties.
Hedging Party:	As specified by the parties.
Determining Party:	As specified by the parties.
Equity Amounts:	
Equity Amount Payer (“payerPartyReference”):	As specified by the parties.
Equity Notional Amount:	As specified by the parties.
Equity Notional Reset:	Per Annex SS.
Type of Return:	Total Return
Initial Price:	As specified by the parties and adjusted in accordance with Annex SS.
Final Price:	As per Annex SS unless otherwise agreed by the parties.
Valuation Time:	As per Annex SS unless otherwise agreed by the parties.
Valuation Date:	As specified by the parties.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Notional Amount (“notionalAmount”):	As per Annex SS.
Payment Dates:	As per Annex SS, unless otherwise agreed by the parties.
Floating Rate Option (“floatingRateIndex”):	As per Annex SS, unless otherwise agreed by the parties.
Designated Maturity (“indexTenor”)	As specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	Actual/360
Reset Date (“resetDate”):	As specified by the parties.
Payment Dates Business Days:	As specified by the parties.
Business Days (Other Than Payment Dates):	As specified by the parties.
Business Day Convention (Other Than Payment Dates):	As per Annex SS, unless otherwise specified by the parties.
Settlement Terms:	
Cash Settlement:	Applicable
Settlement Currency:	USD
Dividends:	
Dividend Payment Date(s):	As per Annex SS unless otherwise agreed by the parties.
Dividend Period:	As per Annex SS unless otherwise agreed by the parties.
Dividend Amount:	As per Annex SS unless otherwise agreed by the parties.
Relevant Dividend:	If type of return is “Total Return” as per Annex SS unless otherwise agreed by the parties.
Reinvestment of Dividends:	Inapplicable
Dividend Recovery:	As per Annex SS unless otherwise agreed by the parties.
Adjustment Events:	
Method of Adjustment:	As per Annex SS unless otherwise agreed by the parties.
Options Exchange:	As agreed by the parties if “Options Exchange Adjustment” is applicable.
Consequences of Merger Events:	
Share-for-Share:	As per Annex SS unless otherwise agreed by the parties.
Share-for-Other:	As per Annex SS unless otherwise agreed by the parties.
Share-for-Combined:	As per Annex SS unless otherwise agreed by the parties.
Options Exchange:	As agreed by the parties if “Options Exchange Adjustment” is applicable.
Consequences of Tender Offers:	
Tender Offer:	As per Annex SS, unless otherwise agreed by the parties.
Share-for-Share	As agreed by the parties if Tender Offer is applicable.

USD Equity Basket Swap (Broad Based)

Share-for-Other:	As agreed by the parties if Tender Offer is applicable.
Share-for-Combined:	As agreed by the parties if Tender Offer is applicable.
Options Exchange:	As agreed by the parties if "Options Exchange Adjustment" is applicable.
Composition of Combined Consideration:	Per Annex SS unless otherwise agreed by the parties.
Nationalization, Insolvency or Delisting:	Per Annex SS unless otherwise agreed by the parties.
Additional Disruption Events:	
Change in Law:	As per Annex SS, unless otherwise agreed by the parties.
Insolvency Filing:	As per Annex SS, unless otherwise agreed by the parties.
Hedging Disruption:	As per Annex SS.
Increased Cost of Hedging:	As per Annex SS unless otherwise agreed by the parties.
Loss of Stock Borrow:	Inapplicable
Increased Cost of Stock Borrow:	Inapplicable
Non-Reliance:	As per Annex SS unless otherwise agreed by the parties.
Agreements and Acknowledgements Regarding Hedging Activities:	As per Annex SS.
Additional Acknowledgements:	As per Annex SS unless otherwise agreed by the parties.
Index Disclaimer:	As per Annex SS unless otherwise agreed by the parties.
Mutual Early Termination Right:	As agreed by the parties.
Interest Breakage Cost:	If Mutual Early Termination Right is applicable, as specified by the parties.
Calculation Agent:	As agreed by the parties.

Equity Index Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Equity Index Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	One Year from Effective Date

Equity Index Notional Amounts

Currency	Minimum	Increment	Maximum	Default
USD	10,000,000	1,000,000	N/A	N/A

Equity Index Requirements and Defaults

Date	Requirement	Default
Designated Maturities for Linear Interpolation		Tenors quoted next shorter and longer than the actual Calculation Period length

Mr. Christopher J. Kirkpatrick
October 29, 2020

EXHIBIT VI

tpSEF Rulebook – Appendix B (Marked)

tpSEF Inc. Swap Specifications

Effective ~~May 15~~October 28, 2020

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Agricultural Options**Terms and Conditions**

Summary:	This covers uncleared agricultural options (“Agricultural Options”).
Limitations on Available Selections and Default Settings:	The terms under which Agricultural Options may be traded are shown below and in the attached tables.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Agricultural
ISDA OTC Settlement type:	Cash
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Commodity:	As specified by the parties from among the Available Commodities.
Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	For an Asian Option, as specified by the parties on a per-Calculation-Period Basis.
Calculation Period(s):	For an Asian Option, as specified by the parties.
Calculation Period Business Days:	None, unless specified by the parties.
Calculation Period Business Day Convention:	For an Asian Option, as specified by the parties from among the Available Business Day Conventions.
Option Style:	As specified by the parties from among the Available Option Styles.
Option Type:	As specified by the parties from among the Available Option Types.
Buyer:	As specified by the parties.
Seller:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Business Day:	As specified by the parties.
Pricing Date(s):	As specified by the parties.
Method of Averaging:	For Asian Options, as specified by the parties or otherwise per the Commodity Definitions.
Strike Price per Unit:	As specified by the parties.
Total Premium:	As specified by the parties.
Premium Payment Date(s):	As specified by the parties, subject to adjustment in accordance with the Business Day Convention.
Premium Payment Date Business Days:	Per the Available Currencies, plus such additional Business Days as the parties specify.
Premium Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions or otherwise per the Commodity Definitions.

Agricultural Options

Procedure for Exercise:	
Exercise Period:	For an American Option, the period of days and the times on such days specified by the parties. For any other Option Style, the times on the Expiration Date or Potential Exercise Date specified by the parties.
Potential Exercise Dates:	For a Bermuda Option, the days specified by the parties.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
Written Confirmation:	As specified by the parties.
Seller's Notice Information:	As specified by the Seller.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Cash Settlement Terms:	
Cash Settlement:	Applicable
Settlement Dates:	As specified by the parties, subject to adjustment in accordance with the Business Day Convention.
Calculation Agent:	As agreed by the parties.

Agricultural Option Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
EUR	Euro	EUTA
GBP	Sterling	GBLO

Agricultural Options Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Agricultural Option Available Option Style

ISDA Name
American
European
Bermuda
Asian

Agricultural Options Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
COCOA-GBP-EURONEXT
COCOA-NYBOT ¹
COFFEE ARABICA-NYBOT ¹
COFFEE ROBUSTA-EURONEXT
CORN-CBOT
COTTON NO. 2-NYBOT ¹
FROZEN CONCENTRATED ORANGE JUICE NO. 1-NYBOT ¹
LEAN HOGS-CME
MILK-CLASS III-CME
MILK-CLASS IV-CME
SOYBEAN-CBOT
SOYBEAN MEAL-CBOT
SOYBEAN OIL-CBOT
SUGAR #11 (WORLD)-NYBOT ¹
WHEAT-CBOT
WHEAT HRM-KCBOT
WHITE SUGAR-EURONEXT

Exchange Definitions

The following Commodity Reference Prices are as defined in the Commodity Price Reference Framework in Sub-Annex A to the Commodity Definitions.

ISDA Definition					
Commodity Reference Price	Relevant Commodity	Relevant Unit	Exchange	Currency	Specified Price
BUTTER-CME	Butter	Pound	CME Globex	USD 0.01	Settlement Price
CHEESE-CME	Cheese	Pound	CME Globex	USD 0.01	Settlement Price
CRUDE PALM OIL-CME	Crude Palm Oil	Metric Ton	CME Globex	USD 0.01	Settlement Price
DRY WHEY-CME	Dry Whey	Pound	CME Globex	USD 0.01	Settlement Price
HARD RED SPRING WHEAT-MGEX	Wheat	Bushel	Minneapolis Grain Exchange	USD 0.01	Settlement Price
MILLING WHEAT-EURONEXT	Wheat	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price
NONFAT DRY MILK-CME	Non-Fat Dry Milk	Pound	CME Globex	USD 0.01	Settlement Price
RAPESEED-EURONEXT	Rapeseed	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price

¹The New York Board of Trade (NYBOT) was renamed ICE Futures US in 2007.

Basis Swaps**Terms and Conditions**

Summary:	This covers basis swaps (“Basis Swaps”).
Limitations on Available Selections and Default Settings:	<p>The terms under which a Basis Swap may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA Settlement Matrix (if Optional Early Termination applies) (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Basis
Further Limitations:	None

Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount 1 (“FA1”):	
FA1 Payer (“payerPartyReference”):	As specified by the parties.
FA1 Currency Amount (“notionalAmount”):	As specified by the parties.
FA1 Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
FA1 first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
FA1 Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
FA1 initial Floating Rate:	As specified by the parties.
FA1 Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
FA1 Designated Maturity (“indexTenor”):	As specified by the parties.
FA1 Linear Interpolation:	For the Calculation Periods specified by the parties.
FA1 Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
FA1 Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
FA1 Spread:	As specified by the parties.
FA1 Day Count Fraction:	As specified by the parties.
FA1 Reset Dates (“resetDate”):	As specified by the parties.
FA1 Method of Averaging:	As specified by the parties.
FA1 Compounding:	As specified by the parties.
FA1 Compounding Dates:	In the event Compounding is selected, as selected by the parties.
FA1 Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
FA1 Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
FA1 Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FA1 Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days
FA1 Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FA1 Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.

FA1 Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount 2 (“FA2”):	
FA2 Payer (“payerPartyReference”):	As specified by the parties.
FA2 Currency Amount (“notionalAmount”):	As specified by the parties.
FA2 Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
FA2 first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
FA2 Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
FA2 initial Floating Rate:	As specified by the parties.
FA2 Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
FA2 Designated Maturity (“indexTenor”):	As specified by the parties.
FA2 Linear Interpolation:	For the Calculation Periods specified by the parties.
FA2 Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
FA2 Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
FA2 Spread:	As specified by the parties.
FA2 Day Count Fraction:	As specified by the parties.
FA2 Reset Dates (“resetDate”):	As specified by the parties.
FA2 Method of Averaging:	As specified by the parties.
FA2 Compounding:	As specified by the parties.
FA2 Compounding Dates:	In the event Compounding is selected, as selected by the parties.
FA2 Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
FA2 Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
FA2 Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FA2 Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
FA2 Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FA2 Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
FA2 Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Mark-to-Market Currency Swap:	
Mark-to-Market Currency Swap:	As specified by the parties, if the Currency Amounts are in different Currencies.
Variable Currency Payer:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Constant Currency Payer:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Currency Exchange Rate:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap and ISDA MTM Matrix is not applicable.
ISDA MTM Matrix:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Initial Exchange:	
Initial Exchange Date:	As specified by the parties.
FA1 Payer Initial Exchange Amount:	As specified by the parties.

FA2 Payer Initial Exchange Amount:	As specified by the parties.
Interim Exchanges:	
Interim Exchange Dates:	As specified by the parties.
FA1 Payer Interim Exchange Amount:	As specified by the parties.
FA2 Payer Interim Exchange Amount:	As specified by the parties.
Final Exchanges:	
Final Exchange Date:	As specified by the parties.
FA1 Payer Final Exchange Amount:	As specified by the parties.
FA2 Payer Final Exchange Amount:	As specified by the parties.
Optional Early Termination:	
Optional Early Termination:	As specified by the parties.
Option Style:	As specified by the parties.
Optional Early Termination Date:	As specified by the parties.
Seller:	As specified by the parties if only one party can terminate.
Buyer:	As specified by the parties, if only one party can terminate.
Seller's Agent:	As specified by the parties, if only one party can terminate.
Business Days for Payments:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Exercise Business Days:	As specified by the parties.
Optional Early Termination Procedure for Exercise:	
Commencement Date:	As specified by the parties, if the Option Style is American.
Bermuda Option Exercise Dates:	As specified by the parties, if the Option Style is Bermuda.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Earliest Exercise Time:	As specified by the parties.
Latest Exercise Time:	As specified by the parties.
Exercise Business Day:	As specified by the parties.
Partial Exercise:	As specified by the parties, if Option Style is European.
Multiple Exercise:	As specified by the parties, if Option Style is American or Bermuda.
Minimum Notional Amount:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Maximum Notional Amount:	As specified by the parties if Multiple Exercise is specified.
Integral Multiple:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Optional Early Termination Settlement Terms:	
Cash Settlement:	As specified by the parties.
ISDA Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a single currency Transaction.
ISDA Cross Currency Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a cross currency Transaction whose currencies are listed as a "currency pair" in the Cross Currency Settlement Matrix.
Cash Settlement Valuation Time:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Valuation Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.

Valuation Business Days:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date Business Days Convention:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Method:	If Cash Settlement is applicable, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Currency:	If Cash Settlement is applicable, and “Cash Price” or “Cash Price—Alternate” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Settlement Rate:	If Cash Settlement is applicable, and “Par Yield Curve—Adjusted,” “Par Yield Curve—Unadjusted” or “Zero Coupon Curve—Adjusted” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Reference Banks:	As specified by the parties, if Settlement Rate is applicable.
Cash Settlement Reference Banks:	If Cash Settlement is applicable, as specified by the parties.
Quotation Rate:	If Cash Settlement is applicable, as specified by the parties from among the Available Quotation Rates.
Calculation Agent:	As agreed by the parties.

Basis Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
CAD	Canadian Dollar	CATO
CHF	Swiss Franc	CHZU
CLP	Chilean Peso	CLSA
CZK	Czech Koruna	CZPR
DKK	Danish Krone	DKCO
EUR	Euro	EUTA
GBP	Sterling	GBLO
HKD	Hong Kong Dollar	HKHK
HUF	Hungarian Forint	HUBU
JPY	Japanese Yen	JPTO
MXN	New Mexican Peso	MXMC
NOK	Norwegian Krone	NOOS
NZD	New Zealand Dollar	NZAU and NZWE
PLN	Polish Zloty	PLWA
SEK	Swedish Krona	SEST
SGD	Singapore Dollar	SGSI
TRY	Turkish Lira	TRIS
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJ0

Basis Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Basis Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Basis Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP, MXN, ZAR	Plus Two Banking Days
MXN	Plus One Banking Day
CAD, GBP, ZAR	Plus Zero

Basis Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Basis Notional Amounts

Currency	Minimum	Increment	Maximum	Default
AUD	5,000,000	100,000	N/A	N/A
CAD	25,000,000	1,000,000	N/A	N/A
CHF	5,000,000	100,000	N/A	N/A
CLP	5,000,000	100,000	N/A	N/A
CZK	5,000,000	100,000	N/A	N/A
DKK	5,000,000	100,000	N/A	N/A
EUR	5,000,000	100,000	N/A	N/A
GBP	5,000,000	100,000	N/A	N/A
HKD	5,000,000	100,000	N/A	N/A
HUF	5,000,000	100,000	N/A	N/A
JPY	5,000,000	100,000	N/A	N/A
MXN	10,000,000	1,000,000	N/A	N/A
NOK	5,000,000	100,000	N/A	N/A
NZD	5,000,000	100,000	N/A	N/A
PLN	5,000,000	100,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
SGD	5,000,000	100,000	N/A	N/A
TRY	5,000,000	100,000	N/A	N/A
USD	5,000,000	100,000	N/A	N/A

Basis Swaps

ZAR	5,000,000	100,000	N/A	N/A
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Basis Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
AUD-AONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
AUD-AONIA-OIS-COMPOUND-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-AUBBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSY (BID)	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Swap Rate-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-CORRA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CAD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
SwapMarker				Legs)
CAD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-REPO-CORRA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
CHF USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-ISDAFIX-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-TOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CLP-CLICP-Bloomberg	All quoted tenors	N/A	A/360	N
CLP- <i>Unidad de Fomento (UF/CLF)</i>	All quoted tenors	N/A	A/360	N
CZK-PRIBOR-PRBO	All quoted tenors	N/A	A/360	N
DKK-CIBOR-DKNA13	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR-DKNA13-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CIBOR2-DKNA13	All quoted tenors	N/A	Per ISDA 2006	N
DKK-CITA-DKNA14-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
DKK-DKKOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
Rate-10:00-Bloomberg				
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telorate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HONIX-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-4:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-4:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HUF-BUBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
JPY USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-FRASETT	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-MUTANCALL-TONAR	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
JPY-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (10 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (5 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)- Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM- Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR- ZTIBOR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TONA-OIS- COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters- 10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters- 15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate- 10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate- 15:00	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico- Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE- Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
MXN- <i>Unidades de Inversión</i> (UDI)	N/A	N/A	See below	N
NOK-NIBOR-NIBR	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-NIBR- Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR- Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-BID	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-FRA	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
NZD-NZIONA-OIS- COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
NZD-Swap Rate- ICAP	All quoted tenors	N/A	Per ISDA 2006	N
NZD-Swap Rate-	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
ICAP-Reference Banks				
PLN-WIBOR_WIBO	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-VWAP-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TRY-TRYIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-	All quoted tenors	N/A	Per ISDA 2006	N

Basis Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
BGCANTOR				
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-SOFR-COMPOUND	All quoted tenors	N/A	Prior to publication of a supplement to ISDA 2006 including USD-SOFR-COMPOUND, not applicable and thereafter, per ISDA 2006	No
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N

Definition of CLP-*Unidad de Fomento* (UF/CLF)

CLP- <i>Unidad de Fomento</i> (UF/CLF)	<p>For any Reset Date, the difference between the value of the <i>unidad de fomento</i> (UF/CLF) as certified by the Chilean <i>Banco Central de Chile</i> for the calendar day preceding such Reset Date and the value of the <i>unidad de fomento</i> (UF/CLF) as certified by the Chilean <i>Banco Central de Chile</i> for such Reset Date.</p> <p>The Calculation Agent shall convert such difference to the appropriate annualized percentage based on the terms of the Floating Amount payable by reference to the CLP-<i>Unidad de Fomento</i> (UF/CLF). If for any Reset Date there is no published value of the <i>unidad de</i></p>
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	<i>fomento</i> (UF/CLF) as certified by the Chilean <i>Banco Central de Chile</i> , the Calculation Agent shall determine the CLP- <i>Unidad de Fomento</i> (UF/CLF) for such day.
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Definition of MXN-*Unidades de Inversión* (UDI)

MXN- <i>Unidades de Inversión</i> (UDI)	For any Reset Date, the difference between the value of the <i>unidad de inversión</i> (UDI) as published by the Mexican <i>Banco de México</i> for the calendar day preceding such Reset Date and the value of the <i>unidad de inversión</i> (UDI) as published by the Mexican <i>Banco de México</i> for such Reset Date. The Calculation Agent shall convert such difference to the appropriate annualized percentage based on the terms of the Floating Amount payable by reference to the CLP MXN- <i>Unidades de Inversión</i> (UDI). If for any Reset Date there is no published value of the MXN- <i>Unidades de Inversión</i> (UDI) as certified by the Mexican <i>Banco de México</i> , the Calculation Agent shall determine the CLP MXN- <i>Unidades de Inversión</i> (UDI) for such day.
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Basis Requirements and Defaults

(Excluding Optional Early Termination and Mandatory Early Termination)

Variable	Requirement	Default
Effective Date Business Day Convention:		No Adjustment
Termination Date Business Day Convention:		No Adjustment
Period End Dates:		Payment Dates
Payment Date Business Day Convention:		Modified Following
Linear Interpolation:		Applicable only to long or short stub periods
Designated Maturities for Linear Interpolation:		Tenors quoted next shorter and longer than the actual Calculation Period length
Compounding:		Inapplicable
Compounding Business Day Convention:	Same as Business Day Convention for Period End Dates	
Method of Averaging:	Weighted Average or Unweighted Average	Unweighted Average
Compounding Method:	Straight Compounding, Flat Compounding, Spread Exclusive Compounding	
ISDA MTM Matrix		Applicable (to Mark-to-Market Cross Currency Swaps)
Initial Exchange Date:		Effective Date
Initial Exchange Date Business Day Convention:		Following
Interim Exchange Date Business Day Convention:		Modified Following
Final Exchange Date:		Termination Date
Final Exchange Date Business Day Convention:		Modified Following

Definition of USD-SOFR-COMPOUND

From and after the date on which ISDA publishes a supplement to ISDA 2006 containing a definition of USD-SOFR-COMPOUND, per ISDA 2006.

Prior to such date:

“USD-SOFR-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is SOFR). Upon the occurrence of a USD-SOFR-COMPOUND Index Cessation Event, the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to the rate (inclusive of any spreads or adjustments) formally designated, nominated or recommended as the replacement for SOFR by the Federal Reserve Board or a committee officially endorsed or convened by the Federal Reserve Board for purposes of designating, nominating or recommending a replacement for SOFR (which rate may be produced by the Federal Reserve Bank of New York or another administrator). If no such rate is formally designated, nominated or recommended within one U.S. Government Securities Business Day of the USD-SOFR-COMPOUND Index Cessation Event, the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to OBFR. If at the time of the USD-SOFR-COMPOUND Index Cessation Event, publication of OBFR has been permanently or indefinitely discontinued, it has been publicly announced that OBFR will be permanently or indefinitely discontinued as of a specific date or there has been a public statement by a regulator or other official sector entity prohibiting the use of OBFR (which statement applies to, but need not be limited to, Swap Transactions, including existing Swap Transactions), then the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to the FOMC Target Rate.

“USD-SOFR-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“ d_0 ”, for any Calculation Period, is the number of U.S. Government Securities Business Days in the relevant Calculation Period;

“ i ” is a series of whole numbers from one to d_0 , each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Calculation Period;

“SOFR” is the daily Secured Overnight Financing Rate provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve’s Website;

“SOFR _{i} ”, for any day “ i ” in the relevant Calculation Period, is a reference rate equal to SOFR in respect of that day as published on or about 8:00 a.m., New York City time, on the U.S. Government Securities Business Day immediately following that day “ i ”. If, by 5:00 p.m., New York City time, on the U.S. Government Securities Business Day immediately following any day “ i ”, SOFR in respect of such day “ i ” has not been published and a USD-SOFR-COMPOUND Index Cessation Event has not occurred, then SOFR _{i} for that day “ i ” will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the Federal Reserve’s Website;

“ n_i ” is the number of calendar days in the relevant Calculation Period on which the rate is SOFR _{i} ;

“d” is the number of calendar days in the relevant Calculation Period;

“USD-SOFR-COMPOUND Index Cessation Event” means the occurrence of one or more of the following events:

- (a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of SOFR) announcing that it has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR;
- (b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of SOFR) has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR; or
- (c) a public statement by a regulator or other official sector entity prohibiting the use of SOFR that applies to, but need not be limited to, Swap Transactions, including existing Swap Transactions;

“USD-SOFR-COMPOUND Index Cessation Effective Date” means, in respect of a USD-SOFR-COMPOUND Index Cessation Event, the date on which the Federal Reserve Bank of New York (or a successor administrator of SOFR) ceases to publish SOFR or the date as of which SOFR may no longer be used; and

“OBFR” is the daily Overnight Bank Funding Rate as provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve’s Website.

“FOMC Target Rate” is the short-term interest rate target set by the Federal Open Markets Committee and published on the Federal Reserve’s Website or, if the Federal Open Markets Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Markets Committee and published on the Federal Reserve’s Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, in accordance with the method set forth in Section 8.1(c))

“Federal Reserve’s Website” means the website of the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov>, or any Successor Source.

Basis Requirements and Defaults
(Optional Early Termination and Mandatory Early Termination)

Setting	Requirement	Default
Optional Early Termination:		Inapplicable
Mandatory Early Termination:		Inapplicable
Option Style:	American, Bermuda, European	
Cash Settlement:	Required for Mandatory Early Termination	Applicable (i.e., Transaction is not “torn up for no value”)
Optional Early Termination Date:		Cash Settlement Payment Date
Optional Early Termination Date Business Day Convention:		Following
Mandatory Early Termination Date Business Day Convention:		Modified Following

Basis Requirements and Defaults
(Optional Early Termination—Exercise)

Setting	Requirement	Default
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Commencement Date:	American only	
Partial Exercise:		Inapplicable
Multiple Exercise:		Inapplicable
Exercise Business Day:		Banking Day for cash Settlement Currency (TARGET Settlement Day for EUR)
Latest Exercise Time:	On Expiration Date, the Expiration Time	Other than Expiration Date, the Expiration Time

Basis Requirements and Defaults
(Cash Settlement)

Setting	Requirement/Choices	Default
Cash Settlement Amount:		
ISDA Cross Currency Settlement Matrix:		Applicable, if cross currency swap with currency pair included in Matrix
ISDA Settlement Matrix:		Applicable, if single currency swap with Currency included in Matrix
Cash Settlement Valuation Time:		
Cash Settlement Valuation Date:		Two Valuation Business Days before Mandatory/Optional Early Termination Date but one Valuation Business Day before Mandatory/Optional Early Termination Date for MXN and same day for CAD, GBP or DKK with Floating Rate Option of “DKK-CIBOR-DKNA13” or “DKK-CIBOR-DKNA13-Bloomberg”
Valuation Business Day:		Banking Days in locations per the Business Day Location Table, plus additional days required by for fixings under the Floating Rate Option(s)
Cash Settlement Payment Date Business Day Convention:		Following
Cash Settlement Method:	Cash Price Cash Price—Alternate Method Collateralized Cash Price Par Yield Curve—Adjusted Par Yield Curve—Unadjusted Zero Coupon Yield—Adjusted	
Cash Settlement Currency:		For single currency, same as Notional Amount, otherwise as specified in ISDA Master Agreement, or otherwise same as Notional Amount for Fixed Amount
Settlement Rate:	ISDA Source/Other Price Source/Reference Banks	
Cash Settlement Reference Banks:		Fallbacks per ISDA 2006 Definitions
Quotation Rate:	bid ask mid	

	Exercising Party Pays (Optional Early Termination Only)	
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Basis Swaps – CME Cleared**Terms and Conditions**

Summary:	This covers single-currency floating-for-floating (“basis”) swaps cleared by Chicago Mercantile Exchange Inc. (“CME”).
Limitations on Available Selections and Default Settings:	The terms under which a Basis Swap/CME Cleared may be traded are as specified in these terms and conditions and which incorporate the CME Rulebook, in particular Chapters 900 and 901 (and any successor provisions) and the CME Cleared IRS Product Scope (or any successor). By electing to trade a Basis Swap/CME Cleared, participants are representing that they are familiar with the CME Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the CME Rulebook as in effect from time to time. The CME Rulebook itself may incorporate certain additional standards, such as the 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and CME contracts, since the CME may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Basis
Further Limitations:	Must comply with CME Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the CME Rulebook.
Effective Date:	As per the CME Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the CME Rulebook. This may vary from period to period to the extent permitted by the CME Rulebook. The CME Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the CME Rulebook.
Business Days:	As per the CME Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the CME Rulebook.
Trade Date:	As per the CME Rulebook.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the CME Rulebook.

Termination Date Business Day Convention:	As per the CME Rulebook, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the CME Rulebook.
Floating Rate Payer 1 Floating Rate Payer Payment Dates:	As per the CME Rulebook.
Floating Rate Payer 1 Floating Amount:	As per the CME Rulebook.
Floating Rate Payer 1 Floating Rate Option:	As determined by the parties, subject to the CME Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Floating Rate Payer 1 Designated Maturity:	As per the CME Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Floating Rate Payer 1 Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the CME Rulebook.
Floating Rate Payer 1 Reset Dates:	As the per CME Rulebook.
Floating Rate Payer 1 Floating Rate Daycount Fraction:	As per the CME Rulebook.
Floating Rate Payer 1 Compounding:	As per the CME Rulebook.
Floating Rate Payer 1 Averaging Method:	As per the CME Rulebook.
Floating Rate Payer 1 Initial Floating Rate:	As per the CME Rulebook.
Floating Rate Payer 2 Floating Rate Payer Payment Dates:	As per the CME Rulebook.
Floating Rate Payer 2 Floating Amount:	As per the CME Rulebook.
Floating Rate Payer 2 Floating Rate Option:	As determined by the parties, subject to the CME Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Floating Rate Payer 2 Designated Maturity:	As per the CME Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Floating Rate Payer 2 Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the CME Rulebook.
Floating Rate Payer 2 Reset Dates:	As the per CME Rulebook.
Floating Rate Payer 2 Floating Rate Daycount Fraction:	As per the CME Rulebook.
Floating Rate Payer 2 Compounding:	As per the CME Rulebook.
Floating Rate Payer 2 Averaging Method	As per the CME Rulebook.
Floating Rate Payer 2 Initial Floating Rate	As per the CME Rulebook.
Floating Rate 1 Floating Rate Payer:	As determined by the parties.
Floating Rate 2 Floating Rate Payer	As determined by the parties.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitation in the CME Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitation in the CME Rulebook.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to limitation in the CME Rulebook.

Basis Swaps – LCH Cleared**Terms and Conditions**

Summary:	This covers single-currency floating-for-floating (“basis”) cleared by LCH.Cleernet (“LCH”).
Limitations on Available Selections and Default Settings:	The terms under which a Basis Swap/LCH Cleared may be traded are as specified in these terms and conditions and which incorporate the LCH Rulebook, in particular Schedule 4A (or any successor provisions). By electing to trade a Basis Swap/LCH Cleared, participants are representing that they are familiar with the LCH Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the LCH Rulebook as in effect from time to time. The LCH Rulebook itself may incorporate certain additional standards, such as the 2000 ISDA Definitions and 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and LCH contracts, since the LCH may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Basis
Further Limitations:	Must comply with LCH Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the LCH Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the LCH Rulebook. This may vary from period to period to the extent permitted by the LCH Rulebook. The LCH Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the LCH Rulebook.
Trade Date:	As per the LCH Rulebook.
Effective Date:	As per the LCH Rulebook.
Termination Date:	As agreed by parties, subject to any minimum or maximum tenor in the LCH Rulebook.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook.
Payment Date for Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook, which may limit the earliest or latest day on which such fees may be paid based on Currency or other factors.

Business Days:	As per the LCH Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the LCH Rulebook.
Stub Periods:	Permitted to the extent allowed under the LCH Rulebook.
Floating Rate Payer 1:	As determined by the parties.
Floating Rate Payer 1 Payment Dates:	As per the LCH Rulebook.
Floating Rate Payer 1 Compounding Dates:	As per the LCH Rulebook.
Floating Rate Payer 1 Floating Rate Option:	As determined by the parties, subject to LCH Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Floating Rate Payer 1 Designated Maturity:	As per the LCH Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Floating Rate Payer 1 Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the LCH Rulebook.
Floating Rate Payer 1 Reset Dates:	As the per LCH Rulebook.
Floating Rate Payer 1 Floating Rate Daycount Fraction:	As per the LCH Rulebook.
Floating Rate Payer 2:	As determined by the parties.
Floating Rate Payer 2 Payment Dates:	As per the LCH Rulebook.
Floating Rate Payer 2 Compounding Dates:	As per the LCH Rulebook.
Floating Rate Payer 2 Floating Rate Option:	As determined by the parties, subject to LCH Rulebook, which may provide a more limited list of available options than are available for a Currency than does the Definition Set.
Floating Rate Payer 2 Designated Maturity:	As per the LCH Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Floating Rate Payer 2 Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the LCH Rulebook.
Floating Rate Payer 2 Reset Dates:	As the per LCH Rulebook.
Floating Rate Payer 2 Floating Rate Daycount Fraction:	As per the LCH Rulebook.
Negative Interest Rates:	As per the LCH Rulebook, which may require use of a single method.
Withholding and Tax:	As per the LCH Rulebook.
Governing Law:	As per the LCH Rulebook, which may dictate the law applicable to the Transaction.

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

Terms and Conditions

Summary:	This covers BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions Thereon (the “Contracts”). Non-Deliverable Contracts are paid in USD, and Deliverable Contracts are paid in BRL.
Limitations on Available Selections and Default Settings:	The terms under which the Contracts may be traded are as specified in these terms and conditions and in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. For Business Days, the defaults shall be the locations specified. The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions (b) ISDA OTC Taxonomies (c) FpML Location Codes (d) the Recommended EMTA-ISDA Market Practice for BRL CDI Non-Deliverable Interest Rate Swap Transactions (Amended March 13, 2009) (“BRL CDI Best Practices”) (e) the EMTA BRL/USD NDF Template dated May 17, 2006 (the “NDF Template”) For convenience, certain terms are mapped to their FpML 5.5 equivalent.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Exotic
Further Limitations:	None
Terms:	
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Days:	In the case of a Non-Deliverable Contract, USNY and the BR Business Day selected by the parties, unless there is an Unscheduled Holiday (as defined in the NDF Template) following the Trade Date, in which case USNY only. In the case of a Deliverable Contract, the BR Business Day selected by the parties.
Termination Date Business Day Convention:	Following
Fx Factor:	In the case of a Non-Deliverable Contract, rate determined in accordance with the NDF Template, treating the Business Day preceding the day of calculation of the relevant Fixed Amount or Floating Amount as the “Valuation Date” thereunder. (Under the NDF Template, this will result in use of the BRL PTAX (BRL09) rate in the first instance.) In the case of a Deliverable Contract, 1.0.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Notional Amount (“notionalAmount”):	The Trade Date Present Value Notional Amount specified by the parties. If the parties do not specify a Notional Amount or a Trade Date Present Value Notional Amount but specify a Termination Date Future Value Notional Amount, then the Notional Amount will be the Trade Date present value of the Termination Date Future Value Notional Amount discounted at the Fixed Rate.
Future Value Notional Amount:	An amount in BRL as specified by the parties (or determined based on the Trade Date Present Value Notional Amount specified by them), subject to the Minimum Notional Amount and Increment specified below.
Trade Date Present Value Notional Amount:	An amount in BRL as specified by the parties; such amount shall be subject to the Minimum Notional Amount and Increment implied by the Future Value Notional Amount.
Fixed Rate:	As specified by the parties.
Fixed Amount:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Fixed Amount shall equal:
$FX\ Factor \times Notional\ Amount \times (1 + Fixed\ Rate)^{\frac{Calculation\ Days}{252}}$	
Calculation Days:	As defined in the BRL CDI Best Practices.
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	The Termination Date.
Day Count Fraction:	1/1
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	Same as the Fixed Rate Payer Payment Amount.

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

Floating Amount:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall equal:
<i>Notional Amount × Floating Rate</i>	
Payment Dates (“unadjustedPaymentDate”):	The Termination Date.
Floating Rate:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall equal:
$FX\ Factor \times \prod_{j=1}^N (1 + Relevant\ Rate_j)^{1/252}$	
	Where: <i>N</i> =number of Reset Dates in the Calculation Period <i>j</i> =a particular Reset Date <i>Relevant Rate</i> =the Relevant Rate for instance <i>j</i> of Reset Date
Relevant Rate:	CDI-Rate (as defined in the attachment).
Designated Maturity (“indexTenor”):	As specified by the parties from among the available tenors.
Spread:	Zero
Day Count Fraction:	1/1
Reset Dates (“resetDate”):	Each Scheduled Reset Date (as defined in the BRL CDI Best Practices).
Reset Dates Business Days:	As specified by the parties from among the Available BR Business Days.
Floating Rate Payment Dates:	The Termination Date.
Calculation Agent:	As agreed by the parties.
Swaption Terms:	
Option Style:	European
Seller:	As specified by the parties.
Buyer:	As specified by the parties.
Seller’s Agent:	As specified by the parties.
Premium:	In the case of a Non-Deliverable Contract, an amount in USD specified by the parties. In the case of a Deliverable Contract, an amount in USD specified by the parties.
Premium Payment Date:	As specified by the parties.
Business Day Convention for Premium Payment Dates:	Following
Business Days for Payments:	In the case of a Non-Deliverable Contract, USNY and the BR Business Day selected by the parties, unless there is an Unscheduled Holiday (as defined in the NDF Template) following the Trade Date, in which case USNY only. In the case of a Deliverable Contract, the BR Business Day selected by the parties.
Exercise Business Days:	As specified by the parties from among the BR Business Days.
Swaption Procedure for Exercise:	
General:	The parties may enter into swaptions with respect to which a BRL CDI Swap is the Underlying Swap Transaction.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Partial Exercise:	As specified by the parties.

BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

Minimum Notional Amount:	As specified by the parties and expressed as Termination Date Future Value Notional Amount.
Maximum Notional Amount:	As specified by the parties and expressed as Termination Date Future Value Notional Amount.
Integral Multiple:	As specified by the parties and expressed as Termination Date Future Value Notional Amount.
Automatic Exercise:	As specified by the parties.
Threshold:	As specified by the parties if Automatic Exercise is applicable.
Fallback Exercise:	As specified by the parties (if required).
Swaption Settlement Terms:	
Physical Settlement:	Applicable

BRL CDI Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
BRL	Brazilian Real	Any of BR{SP, RJ, BR} and not otherwise declared a financial market holiday by the BM&F

BRL CDI Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

BRL CDI Floating Rate Options

BRL-CDI-CETIP:	<p>For any Reset Date, the Overnight Brazilian Interbank Deposit Rate Annualized, known as the average (“Media”) of the DIOVER- EXTRA Group as published by CETIP (<i>Câmara de Custódia e Liquidação</i>) (the “Overnight CDI Rate”) for such date; provided that (i) such rate is published not later than 12:00 p.m. on the Brazil Business Day next following such Reset Date and (ii) any adjustments made by CETIP to such rate at any time later than the end of the business day on such Reset Date shall not be taken into account.</p> <p>If for any Reset Date there is no published Overnight CDI Rate (including as a result of the proviso above), CDI for the relevant Reset Date will be the overnight deposit rate published for such date by the BM&F in accordance with its rules (see http://www.bmf.com.br/portal/pages/boletim1/bd_manual/indicadoreFinanceiros1.asp, or any successor page). If the BM&F does not publish such a rate for such date, CDI for the relevant Reset Date shall be determined jointly by the parties. If the parties do not agree on a determination of such rate within one Brazil Business Day following the relevant Reset Date, CDI shall be determined through a CDI Reference Dealer Poll as</p>
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BRL CDI Deliverable and Non-Deliverable Interest Rate Swap Contracts and Physically-Settled Swaptions

	described herein. If CDI for a Reset Date is not so determined by a CDI Reference Dealer Poll, BRL-CDI-Reference Dealers shall apply.
BRL-CDI-Reference Dealers:	If applicable for a Reset Date as set forth above, the Calculation Agent shall conduct up to four dealer polls commencing on the Brazil Business Day following the relevant Reset Date, in each case by requesting each of the CDI Reference Dealers to provide a quotation of the CDI. If at least four such quotations are obtained from CDI Reference Dealers in any such poll, the highest and lowest quotations will be disregarded and CDI for the relevant Reset Date will equal the arithmetic mean of the remaining quotations. If fewer than four such quotations are obtained from a poll, the Calculation Agent shall conduct additional such polls until four such quotations are obtained in any poll; provided that the Calculation Agent shall not conduct more than four polls in the aggregate (with not more than two polls on any day and with such polls conducted over not more than two Brazil Business Days). If four quotations are not obtained from any of such four polls, CDI shall not be determined by a CDI Reference Dealer Poll.
CDI Reference Dealers:	At least six and not more than eight leading onshore dealers in the CDI market selected by the Calculation Agent.

BRL CDI Notionals

Currency	Minimum (expressed as Termination Date Future Value Notional Amount)	Increment (expressed as Termination Date Future Value Notional Amount)	Maximum	Default
BRL (Termination Date Future Value Notional Amount)	BRL 5,000,000	BRL 5,000,000	N/A	N/A
BRL (Trade Date Present Value Notional Amount)	As implied by Termination Date Future Value Notional Amount			
USD	As implied by BRL Termination Date Future Value Notional Amount			

Bullion Options**Terms and Conditions**

Summary:	This covers uncleared bullion options (“Bullion Options”).
Limitations on Available Selections and Default Settings:	The terms under which Bullion Options may be traded are shown below and in the attached tables.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2000 ISDA Definitions 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”), including Sub-Annex B thereto.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Metals
ISDA OTC Sub-Product:	Precious
ISDA OTC Transaction type:	Option
ISDA OTC Settlement type:	Cash or Physical
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Bullion:	As specified by the parties from among the Available Bullion.
Number of Ounces:	As specified by the parties. For any type of Bullion, the meaning of “Ounce” will be as specified for that Bullion in the list of Available Bullion unless otherwise agreed by the parties.
Bullion Option Style:	As specified by the parties from among the Available Bullion Option Styles.
Bullion Option Type:	As specified by the parties from among the Available Bullion Option Types.
Bullion Option Seller:	As specified by the parties.
Bullion Option Buyer:	As specified by the parties.
Bullion Strike Price:	As specified by the parties as a number of units of the one of the Available Currencies.
Bullion Premium:	As specified by the parties as a number of units of the one of the Available Currencies.
Bullion Premium Payment Date:	As specified by the parties.
Bullion Premium Payment Date Business Days	Per the Available Currencies, plus such additional Business Days as the parties specify.
Bullion Premium Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions or otherwise per the Commodity Definitions.
Bullion Business Day:	Shall have the meaning specified in the Commodity Definitions, save that the reference to “New York” therein shall be deemed to be a reference to the relevant financial center for the Applicable Currency in which the Bullion Strike Price is denominated.
Method of Averaging:	For Asian Options, as specified by the parties or otherwise per the Commodity Definitions.
Procedure for Exercise:	

Bullion Options

Bullion Exercise Period:	For an American Style Bullion Option, the period of days and the times on such days specified by the parties. For any other Bullion Option Style, the times on the Expiration Date or Potential Exercise Date specified by the parties.
Bullion Potential Exercise Dates:	For a Bermuda Style Bullion Option, the days specified by the parties.
Bullion Expiration Date:	As specified by the parties.
Bullion Expiration Time:	For a European Style Bullion Option, as specified by the parties.
Bullion Settlement Date:	In accordance with Section 10.4(b)(xvii) of the Commodity Definitions, unless specified by the parties.
Seller's Notice Information:	As specified by the Seller.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
In-the-Moniness for Automatic Exercise:	In the case of a Bullion Option for which Automatic Exercise is, or is deemed to be, applicable, and to which Settlement by Delivery is applicable, one percent of the Bullion Strike Price (as specified in Section 10.4(c)(ii)(B)(x) of the Commodity Definitions) or such other amount as specified by the parties.
Price Source for Automatic Exercise:	In the case of a Bullion Option for which Automatic Exercise is, or is deemed to be, applicable, and to which Settlement by Delivery is applicable, the Seller's bid or offer price (as specified in Section 10.4(c)(ii)(B) of the Commodity Definitions) unless otherwise specified by the parties.
Written Confirmation:	As specified by the parties.
Settlement:	As specified by the parties from among the Available Settlement Types; <i>provided, however</i> , that Cash Settlement will only be available for Available Currencies for which it is specified as such.
Additional Provisions for Tax:	None, unless specified by the parties in accordance with Section 10.11 of the Commodity Definitions.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Provisions Relating to Cash Settlement:	
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Price.
Bullion Transaction Settlement Date:	As specified by the parties.
Provisions Relating to Settlement by Delivery:	
Delivery Location:	Per the Delivery Loco specified in the Available Bullion below.
Consequences of Bullion Settlement Disruption Events:	Cancellation and Payment unless the parties agree that Negotiation is applicable.
Miscellaneous:	
Discharge and Termination:	Section 10.4(c)(iv) of the Commodity Definitions will apply if specified by the parties, unless the Bullion Option Transaction is an Allocated Transaction.

Bullion Options

Novation Netting:	For Bullion Options subject to Settlement by Delivery and is not an Allocated Transaction, as agreed by the parties on a “Type of Obligation” or “Matched Pair” basis.
Calculation Agent:	As agreed by the parties.

Bullion Option Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)	Available Settlement Type
AUD	Australian Dollar	AUSY	Physical Only
CHF	Swiss Franc	CHZU	Physical Only
EUR	Euro	EUTA	Cash or Physical
GBP	Sterling	GBLO	Cash or Physical
JPY	Japanese Yen	JATO	Physical Only
USD	United States Dollars	USNY	Cash or Physical

Bullion Options Available Bullion Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Bullion Option Available Bullion Option Style

ISDA Name
American
European
Bermuda

Bullion Option Available Bullion Option Type

ISDA Name
Bullion Put Option
Bullion Call Option
Bermuda

Bullion Options Available Bullion

Metal	Ounce	Delivery Loco/Rules
Gold	Fine troy ounce	London/LBMA
Palladium	Troy ounce	Zurich/LPPM or London/LPPM
Platinum	Troy ounce	Zurich/LPPM or London/LPPM
Silver	Troy ounce	London/LBMA

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
GOLD-A.M. FIX
GOLD-P.M. FIX
PALLADIUM-A.M. FIX

Bullion Options

PALLADIUM-P.M. FIX
PLATINUM-A.M. FIX
PLATINUM-P.M. FIX
SILVER-FIX

For any Available Currency other than USD and any Bullion Option to which Cash Settlement is applicable, the Commodity Reference Price shall be per Sub-Annex A, save that the reference to U.S. Dollars shall be replaced by a reference to the relevant Available Currency.

CDS – ABX Indices (Broad Based) Contracts**Terms and Conditions**

Summary:	This covers credit default swaps on broad-based ABX indices (“CDS – ABX Indices (Broad Based) Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which CDS – ABX Indices (Broad Based) Contracts may be traded are shown below or in the attached table(s) or the Relevant Annexes promulgated by the index sponsor and referenced below or in the attached table(s), as such Relevant Annexes may be amended from time to time by the Index Sponsor. NO ABX INDEX WILL BE TRADED ON THE SEF ONCE IT HAS CEASED TO BE A BROAD BASED INDEX UNDER CFTC REGULATIONS.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2003 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc. (the “Credit Derivatives Definitions”), NOT including supplements thereto; and (b) the ABX Transactions Standard Terms Supplement, as published by CDS IndexCo LLC on July 19, 2006 (the “ABX Standard Terms”).
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Index
ISDA OTC Sub-Product:	ABX
ISDA OTC Transaction type:	ABX.HE
Further Limitations:	None
Terms:	
Index:	The ABX Index selected by the parties from among the Available ABX Indices. NO ABX INDEX WILL BE TRADED ON THE SEF ONCE IT HAS CEASED TO BE A BROAD BASED INDEX UNDER CFTC REGULATIONS.
Annex Date:	As specified for the applicable Index on the list of Available ABX Indices.
Trade Date:	As agreed by the parties.
Effective Date:	The Trade Date (unless otherwise specified by the parties).
Scheduled Termination Date:	The “Legal Final Maturity Date of the Index” specified in the Relevant Annex.
Floating Rate Payer:	As specified by the parties.
Fixed Rate Payer:	As specified by the parties.
Aggregate Floating Rate Payer Calculation Amount:	An amount in USD specified by the parties.
Fixed Rate:	A number of basis points equal to the “Applicable Coupon” as specified for the applicable Index on the Relevant Annex.
Initial Payment Payer:	As selected by the parties.

CDS – ABX Indices (Broad Based) Contracts

Initial Payment Amount:	As specified by the parties. Notwithstanding anything to the contrary contained in the ABX Standard Terms, the Initial Payment Amount shall be paid by the Initial Payment Payer on the date that is three Business Days following the Trade Date, unless otherwise specified by the parties.
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Available ABX Indices for CDS - ABX Indices (Broad Based) Contracts

Index	Relevant Annex
ABX.HE.A.06-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.A.06-1.pdf
ABX.HE.AA.06-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AA.06-1.pdf
ABX.HE.AAA.06-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AAA.06-1.pdf
ABX.HE.AA.06-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AA.06-2.pdf
ABX.HE.AAA.06-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AAA.06-2.pdf
ABX.HE.AAA.07-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AAA.07-1.pdf
ABX.HE.AAA.07-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.AAA.07-2.pdf
ABX.HE.PENAAA.06-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.PENAAA.06-2.pdf
ABX.HE.PENAAA.07-1	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.PENAAA.07-1.pdf
ABX.HE.PENAAA.07-2	http://www.markit.com/assets/en/docs/products/data/indices/credit-index-annexes/ABX.HE.PENAAA.07-2.pdf

NO ABX INDEX WILL BE TRADED ON THE SEF ONCE IT HAS CEASED TO BE A BROAD BASED INDEX UNDER CFTC REGULATIONS.

CDS Index Contract – Emerging Markets Swaps and Swaptions**Terms and Conditions**

Summary:	This covers “CDS Index Contract – Emerging Markets Swaps and Swaptions” contracts – <i>i.e.</i> , an agreement to buy or sell protection on a broad-based basket of emerging markets sovereign entities.
Index:	CDX.EM: Series 12 through current, so long as such Index is not a narrow-based Index.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Credit events include Bankruptcy and Failure to Pay. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. Investment Grade indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at a spread of 500 bps and exchanged on a quarterly basis.
Swap Tenor:	As agreed by the parties, subject to Applicable Law.
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement (<i>i.e.</i> , the Big Bang and Little Bang Protocols). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront payment - The upfront payment is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.

CDS Index Contract – Emerging Markets Swaps and Swaptions

Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.
ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):	
2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	Markit, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.
Cleared Transactions:	Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contract – European Crossover 5Y Swaps and Swaptions**Terms and Conditions**

Summary:	This covers “CDS Index Contract – European Crossover 5Y Swaps and Swaptions”. The European Crossover index comprises 50 equally weighted credit default swaps on the most liquid sub-investment grade European corporate entities.
Index:	ITRAXX.EUROPE CROSSOVER: Series 10 to current.
Currency:	EUR
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.
Swap Conventions:	European crossover indices are traded on spread. Fixed coupon payments are calculated at a spread of 500 bps and exchanged on a quarterly basis.
Swap Tenor:	5Y
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on the tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i> , the Big Bang Protocol). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.

CDS Index Contract – European Crossover 5Y Swaps and Swaptions

Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.
ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):	
2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	Markit, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.
Cleared Transactions:	Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contract – European HiVol 5Y Swaps and Swaptions

Terms and Conditions

Summary:	This covers “CDS Index Contract – European HiVol 5Y Swaps and Swaptions” – <i>i.e.</i> , an agreement to buy or sell protection on a basket comprised of 30 equally weighted credit default swaps on the widest spread non-financial European corporate entities.
Index:	ITRAXX.EUROPE HIVOL: Series 10 to current.
Currency:	EUR
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.
Swap Conventions:	European crossover indices are traded on spread. Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	5Y
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on the tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i> , the Big Bang Protocol). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.

CDS Index Contract – European HiVol 5Y Swaps and Swaptions

Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.
ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):	
2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	Markit, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.
Cleared Transactions:	Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contract – European IG 5Y Swaps and Swaptions

Terms and Conditions

Summary:	This covers “CDS Index Contract – European IG 5Y Swaps and Swaptions” – <i>i.e.</i> , an agreement to buy or sell protection on a basket of liquid European based entities with an investment grade credit rating.
Index:	ITRAXX.EUROPE: Series 10 to current.
Currency:	EUR
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.
Swap Conventions:	European IG indices are traded on spread. Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	5Y
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on the tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i> , the Big Bang Protocol). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.
Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.

CDS Index Contract – European IG 5Y Swaps and Swaptions

<p>ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):</p>	
<p>2003 Definitions:</p>	<p>ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).</p>
<p>Index Sponsor:</p>	<p>Markit, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.</p>
<p>Cleared Transactions:</p>	<p>Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.</p>
<p>Choice of Definitions:</p>	<p>The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.</p>

CDS Index Contract – European IG 10Y Swaps and Swaptions

Terms and Conditions

Summary:	This covers “CDS Index Contract – European IG 10Y Swaps and Swaptions” – <i>i.e.</i> , an agreement to buy or sell protection on a basket of liquid European based entities with an investment grade credit rating.
Index:	ITRAXX.EUROPE: Series 7 to current.
Currency:	EUR
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.
Swap Conventions:	European IG indices are traded on spread. Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	10Y
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on the tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i> , the Big Bang Protocol). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above:	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on the Index on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.

CDS Index Contract – European IG 10Y Swaps and Swaptions

Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.
ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions):	
2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	Markit, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult Markit’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.
Cleared Transactions:	Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contract – North America Investment Grade and High Yield Swaps and Swaptions

Terms and Conditions

Contract Overview:	An agreement to buy or sell protection on a basket of liquid North America based entities with a high yield credit rating (CDX.NA.HY, CDX.NA.HY.B and CDX.NA.HY.BB) or an investment grade credit rating (CDX.NA.IG).
Index:	CDX.NA.HY: Series 8 to current. CDX.NA.HY.B: Series 8 to current. CDX.NA.HY.BB: Series 8 to current. CDX.NA.IG: Series 8 to current.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Credit events include Bankruptcy, Failure to Pay and Restructuring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. High Yield indices such as the CDX.NA.HY are traded on price. Investment Grade indices such as the CDX.NA.IG are traded on spread.
Swap Conventions:	For CDX.NA.HY, CDX.NA.HY.B and CDX.NA.HY.BB, fixed coupon payments are calculated at a spread of 500 bps and exchanged on a quarterly basis. For CDX.NA.IG, fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	3Y, 5Y, 7Y and 10Y or as otherwise agreed by the parties.
Tranching:	Transactions may have only one tranche, where all losses are allocated to the protection seller, starting with the first dollar of loss and ending only when the entire notional of the transaction has been exhausted or the Transaction itself expires. Transactions may also be tranching in a way in which losses are allocated to the protection seller only after a certain amount of losses have occurred on the Index (the “attachment point”) and cease being allocated to the protection seller after a certain additional amount of

CDS Index Contract – North America Investment Grade and High Yield Swaps and Swaptions

	<p>losses have occurred on the Index (the “detachment point”).</p> <p>In the case of tranching transactions in the CDX.NA.HY, CDX.NA.HY.B or CDX.NA.HY.BB, the tranches include:</p>	
	Attachment Point	Detachment Point
	0	10%
	0	15%
	10%	15%
	15%	25%
	25%	35%
	35%	100%
	<p>In the case of tranching transactions in the CDX.NA.IG, the tranches include:</p>	
	Attachment Point	Detachment Point
	0	3%
	3%	7%
	7%	10%
	7%	15%
	10%	15%
	15%	30%
	15%	100%
	<p>In addition to the customary tranches enumerated above, the parties may agree to custom attachment and detachment points.</p>	
Effective Date:	<p>The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.</p>	
Maturity Date:	<p>The final date on which the obligations no longer accrue and the final payment occurs.</p>	
Trade Types:	<p>The following swap types may be executed on the SEF:</p> <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades 	
Settlement:	<p>Contingent payment - Payments related to credit event settlement will be determined pursuant to the relevant ISDA Definitions (see below).</p> <p>Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller.</p>	

CDS Index Contract – North America Investment Grade and High Yield Swaps and Swaptions

	Upfront fee payment - The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.
Swaptions on the Above	
Swaptions:	The SEF is also listing Physically-Settled Swaptions on each of the CDX.NA.HY, CDX.NA.HY.B, CDX.NA.HY.BB and CDX.NA.IG on the terms described herein.
Swaption Option Style:	European; the Swaptions may be exercised only on expiration.
Swaption Tenor:	The tenor of the Swaptions will be selected by the parties and will be no shorter than three months and no longer than three months less than the Swap Tenor.
Settlement:	The Swaption will be Physically Settled and, if exercised, will result in the parties entering into a swap on the Index on the terms described herein.
Tranching:	Swaptions may be written on tranching or untranching transactions.
ISDA Definitions (2003 v. 2014 Credit Derivatives Definitions)	
2014/2003 Definitions:	ISDA has published 2014 Credit Derivatives Definitions, which alter the treatment accorded certain events, particularly as relates to sovereigns and financials and certain “orphan” CDS (Reference Entities with no deliverable obligations).
Index Sponsor:	IHS Markit Ltd, which sponsors the Index, has published information on treatment of both legacy and future indices. The parties should consult IHS Markit Ltd’s documentation to determine the exact treatment. It is the SEF’s understanding that, in general, all CDS index trades will convert to the 2014 Definitions, with individual components being excluded if they would be impacted by the differences between the two.
Cleared Transactions:	Transactions intended to be cleared will use the Definitions required by the relevant DCO selected by the parties. The parties should consult the relevant DCO’s documentation to determine the exact treatment. It is the SEFs understanding that the DCOs will be converting all trades to the 2014 definitions, with individual component excluded as describe above.
Choice of Definitions:	The parties can elect which Definitions to use as part of their Confirmation process. However, this may limit clearability and result in creation of a bespoke Index transaction.

CDS Index Contracts – CMBX**Terms and Conditions**

Summary:	This covers uncleared credit default swaps on IHS Markit Ltd’s “CMBX Indices” (“CDS Index Contracts – CMBX”). The terms under which CDS Index Contracts – CMBX may be traded are shown below.
Contract Overview:	An agreement to buy or sell protection on one of the IHS Markit Ltd CMBX Indices listed under the heading “Index” immediately below. Each such index is composed of twenty-five (25) equally-weighted reference obligations that are tranches of commercial mortgage-backed securities offerings that meet the relevant eligibility criteria published by IHS Markit Ltd from time to time.
Index:	CMBX.NA.AAA: Series 6 to current. CMBX.NA.AS: Series 6 to current. CMBX.NA.AA: Series 6 to current. CMBX.NA.A: Series 6 to current. CMBX.NA.BBB-: Series 6 to current. CMBX.NA.BB: Series 6 to current.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller and receives a payment from the seller of protection in the case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer and makes a payment to the buyer of protection in the case of a credit event occurring. The Seller owns the credit risk of the instrument. The indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at the applicable spread specified below: <ul style="list-style-type: none"> • CMBX.NA.AAA: 50 bps • CMBX.NA.AS: 100 bps • CMBX.NA.AA: 150 bps • CMBX.NA.A: 200 bps • CMBX.NA.BBB-: 300 bps • CMBX.NA.BB: 500 bps Fixed coupon payments are exchanged on a monthly basis.

CDS Index Contracts – CMBX

Swap Tenor:	As agreed by counterparties, subject to applicable law.
Effective Date:	The date (to be agreed by the counterparties) on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date (to be agreed by the counterparties) on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades
Settlement:	<p><u>Contingent Payment</u>: Payments related to credit event settlement will be determined pursuant to the 2014 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. Such payments are paid by the protection seller to the protection buyer.</p> <p><u>Fixed Monthly Cash Payments</u>: Reflected in basis points and paid by the protection buyer to the protection seller.</p> <p><u>Upfront Fee Payment</u>: The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid at the inception of the Contract by the protection buyer to the protection seller.</p>

CDS Index Contracts – iTraxx Australia**Terms and Conditions**

Summary:	This covers uncleared credit default swaps on IHS Markit Ltd’s “iTraxx® Australia Index” (“CDS Index Contracts – iTraxx Australia”). The terms under which CDS Index Contracts – iTraxx Australia may be traded are shown below.
Contract Overview:	An agreement to buy or sell protection on an index composed of twenty five (25) liquid Australian entities with investment grade credit ratings that trade in the CDS market or have significant domestic bond issuance as published by IHS Markit Ltd. from time to time.
Index:	iTraxx® Australia Index: Series 30 to current.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. The indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	As agreed by counterparties, subject to Applicable Law.
Effective Date:	The date (to be agreed by the counterparties) on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date (to be agreed by the counterparties) on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	<u>Contingent Payment</u> : Payments related to credit event settlement will be determined pursuant to the 2014 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. <u>Fixed Quarterly Cash Payments</u> : Reflected in basis points and paid by the protection buyer to the protection seller.

	<p><u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid at the inception of the Contract by the protection buyer to the protection seller.</p>
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CDS Index Contracts – iTraxx Japan**Terms and Conditions**

Summary:	This covers uncleared credit default swaps on IHS Markit Ltd's "Markit iTraxx [®] Japan Index" ("CDS Index Contracts – iTraxx Japan"). The terms under which CDS Index Contracts – iTraxx Japan may be traded are shown below.
Contract Overview:	An agreement to buy or sell protection on an index composed of forty (40) Japanese entities with investment grade credit ratings that trade in the CDS market as published by IHS Markit Ltd. from time to time.
Index:	Markit iTraxx [®] Japan Index: Series 30 to current.
Currency:	JPY
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. The indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	As agreed by counterparties, subject to Applicable Law.
Effective Date:	The date (to be agreed by the counterparties) on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date (to be agreed by the counterparties) on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	<u>Contingent Payment</u> : Payments related to credit event settlement will be determined pursuant to the 2014 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. <u>Fixed Quarterly Cash Payments</u> : Reflected in basis points and paid by the protection buyer to the protection seller.

	<p><u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid at the inception of the Contract by the protection buyer to the protection seller.</p>
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CDS Index Contracts – ITRXAEJ.IG (iTraxx® Asia ex-Japan Investment Grade)**Terms and Conditions**

Summary:	This covers “CDS Index Contracts – ITRXAEJ.IG (iTraxx® Asia ex-Japan Investment Grade)” – <i>i.e.</i> , an agreement to buy or sell protection on a broad-based basket of investment grade Asian corporate and sovereign/agency issuers (excluding Japanese issuers).
Index:	ITRXAEJ.IG (iTraxx® Asia ex-Japan Investment Grade): Series 14 through current, so long as such Index is not a narrow-based Index.
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Credit events include Bankruptcy and Failure to Pay. Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument. Investment Grade indices are traded on spread.
Swap Conventions:	Fixed coupon payments are calculated at a spread of 100 bps and exchanged on a quarterly basis.
Swap Tenor:	As agreed by the parties, subject to Applicable Law.
Effective Date:	The date on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date on which the obligations no longer accrue and the final payment occurs.
Trade Types:	The following swap types may be executed on tpSEF Inc.: <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades
Settlement:	Contingent payment - Payments related to credit event settlement will be determined pursuant to the 2003 ISDA Credit Derivatives Definitions, as modified by the 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement (<i>i.e.</i> , the Big Bang and Little Bang Protocols) and the ISDA 2014 Credit Derivatives Protocol (for Series 21 and prior) and the ISDA 2014 Definitions (for Series 22 and later). Fixed Quarterly cash payments - reflected in basis points and paid by the protection buyer to the protection seller. Upfront payment - The upfront payment is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.

CDS Index Contracts – MCDX Index**Terms and Conditions**

Summary:	This covers uncleared credit default swaps on IHS Markit Ltd's MCDX Index ("CDS Index Contracts – MCDX Index"). The terms under which CDS Index Contracts – MCDX Index may be traded are shown below.
Contract Overview:	<p>Until October 2018, an agreement to buy or sell protection on a broad-based index composed of fifty (50) municipal credits.</p> <p>Beginning with MCDX.NA Series 31 in October 2018, an agreement to buy or sell protection on a broad-based index composed of twenty (20) municipal credits.</p>
Index:	MCDX: all series
Currency:	USD
Quoting Convention and Minimum Increment:	As agreed by counterparties.
Minimum Size:	As agreed by counterparties.
Trading Conventions:	<p>Buy = Buy Protection, the buyer of protection pays a premium to the seller in case of a credit event occurring. Credit events include "Bankruptcy" and "Failure to Pay."</p> <p>Sell = Sell Protection, the seller of protection receives the premium payments from the protection buyer. The Seller owns the credit risk of the instrument.</p> <p>MCDX indices are traded on spread.</p>
Swap Conventions:	Fixed coupon payments are calculated at a spread of 100 bps coupon and exchanged on a quarterly basis at 75% recovery.
Swap Tenor:	3 years, 5 years, 10 years
Effective Date:	The date (to be agreed by the counterparties) on which parties begin calculating accrued obligations such as fixed payments. Also known as the start date of the swap.
Maturity Date:	The final date (to be agreed by the counterparties) on which the obligations no longer accrue and the final payment occurs.
Trade Types:	<p>The following swap types may be executed on tpSEF Inc.:</p> <ul style="list-style-type: none"> • Outrights • Roll Trades • Curve Trades

CDS Index Contracts – MCDX Index

<p>Settlement:</p>	<p><u>Contingent Payment:</u> Payments related to credit event settlement will be determined pursuant to the 2003 ISDA Credit Derivatives Definitions, as modified by the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement thereto.</p> <p><u>Fixed Quarterly Cash Payments:</u> Reflected in basis points and paid by the protection buyer to the protection seller.</p> <p><u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments, expressed in percentage points of the notional, which is present valued and paid immediately to the seller.</p>
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Commodity Index Swaps**Terms and Conditions**

Summary:	This covers commodity index swaps (each, a “Commodity Index Swap”).
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Index
ISDA OTC Transaction type:	Swap
ISDA OTC Settlement type:	Cash
Terms:	
Trade Date:	The date on which the contract is entered into.
Effective Date:	As specified by the parties.
Termination Date:	As specified by the parties.
Commodity:	The index specified by the parties from among the indices listed in the table below titled “Commodity Index Swap Available Indices.”
Total Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Calculation Periods:	As specified by the parties.
Payment Dates:	In relation to each Calculation Period, as specified by the parties.
Business Day Convention:	As specified by the parties.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties, expressed as a rate or overall.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Floating Price:	In relation to each Calculation Period, the level of the specified Available Commodity Index at the end of the such Calculation Period less the level of the specified Available Commodity Index at the start of the such Calculation Period, the result of which is divided by the level of the specified Available Commodity Index at the start of the such Calculation Period.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.

Commodity Index Swaps

Minimum and Incremental Price:	The minimum price is \$10,000,000 and the minimum incremental price is \$1,000,000.
Calculation Agent:	As agreed by the parties.

Commodity Index Swap Available Commodity Indices

Abbr	Name
BCOM	BCOM ER
BCOMF1	BCOM F1 ER
BCOMF2	BCOM F2 ER
BCOMF3	BCOM F3 ER
BCOMF4	BCOM F4 ER
BCOMF5	BCOM F5 ER
BCOMF6	BCOM F6 ER
BCOMAG	BCOM Agriculture ER
BCOMEN	BCOM Energy ER
BCOMGR	BCOM Grains ER
BCOMIN	BCOM Industrial Metals ER
BCOMLI	BCOM Livestock ER
BCOMPE	BCOM Petroleum ER
BCOMPR	BCOM Precious Metals ER
BCOMSO	BCOM Softs ER
BCOMXAG	BCOM ex-Agriculture ER
BCOMXAL	BCOM ex-Agriculture and Livestock ER
BCOMXE	BCOM ex-Energy ER
BCOMXGR	BCOM ex-Grains ER
BCOMXIM	BCOM ex-Industrial Metals ER
BCOMXLI	BCOM ex-Livestock ER
BCOMXPE	BCOM ex-Petroleum ER
BCOMXPM	BCOM ex-Precious Metals ER
BCOMXSO	BCOM ex-Softs ER
BCOMAL	BCOM Aluminum ER
BCOMCO	BCOM Brent Crude ER
BCOMCC	BCOM Cocoa ER
BCOMKC	BCOM Coffee ER
BCOMHG	BCOM Copper ER
BCOMCN	BCOM Corn ER
BCOMCT	BCOM Cotton ER
BCOMFC	BCOM Feeder Cattle ER
BCOMGO	BCOM Gas Oil ER
BCOMGC	BCOM Gold ER
BCOMHO	BCOM Heating Oil ER
BCOMPB	BCOM Lead ER
BCOMLH	BCOM Lean Hogs ER
BCOMLC	BCOM Live Cattle ER

Commodity Index Swaps

Abbr	Name
BCOMNG	BCOM Natural Gas ER
BCOMNI	BCOM Nickel ER
BCOMOJ	BCOM Orange Juice ER
BCOMPA	BCOM Palladium ER
BCOMPL	BCOM Platinum ER
BCOMSI	BCOM Silver ER
BCOMSM	BCOM Soybean Meal ER
BCOMSM1	Bloomberg Soybean Meal Subindex 1 Month Forward
BCOMBO	BCOM Soybean Oil ER
BCOMSY	BCOM Soybeans ER
BCOMSB	BCOM Sugar ER
BCOMSN	BCOM Tin ER
BCOMRB	BCOM Unleaded Gas ER
BCOMWH	BCOM Wheat ER
BCOMKW	BCOM Kansas Wheat ER
BCOMCL	BCOM WTI Crude Oil ER
BCOMZS	BCOM Zinc ER
BCOMAU	BCOM AUD ER
BCOMEU	BCOM EUR ER
BCOMGB	BCOM GBP ER
BCOMCH	BCOM CHF ER
BCOMJY	BCOM JPY ER
BCOMALC	BCOM Aluminum Capped ER
BCOMKCC	BCOM Coffee Capped ER
BCOMHGC	BCOM Copper Capped ER
BCOMCLC	BCOM WTI Crude Oil Capped ER
BCOMCNC	BCOM Corn Capped ER
BCOMLCC	BCOM Cattle Capped ER
BCOMCTC	BCOM Cotton Capped ER
BCOMGCC	BCOM Gold Capped ER
BCOMLHC	BCOM Lean Hogs Capped ER
BCOMHOC	BCOM Heating Oil Capped ER
BCOMKWC	BCOM Kansas Wheat Capped ER
BCOMCOC	BCOM Brent Crude Capped ER
BCOMNGC	BCOM Natural Gas Capped ER
BCOMNIC	BCOM Nickel Capped ER
BCOMSYC	BCOM Soybeans Capped ER
BCOMBOC	BCOM Soybean Oil Capped ER
BCOMSIC	BCOM Silver Capped ER
BCOMSBC	BCOM Sugar Capped ER
BCOMSMC	BCOM Soybean Meal Capped ER
BCOMRBC	BCOM Unleaded Gas Capped ER

Commodity Index Swaps

Abbr	Name
BCOMWHC	BCOM Wheat Capped ER
BCOMZSC	BCOM Zinc Capped ER
BCOMTR	BCOM TR
BCOMF1T	BCOM F1 TR
BCOMF2T	BCOM F2 TR
BCOMF3T	BCOM F3 TR
BCOMF4T	BCOM F4 TR
BCOMF5T	BCOM F5 TR
BCOMF6T	BCOM F6 TR
BCOMRS	BCOM Roll Select
DJICIN	Dow Jones Commodity Index Corn
DJCISB	Dow Jones Commodity Index Sugar
DJICILC	Dow Jones Commodity Index Live Cattle
DJCIAW	Dow Jones Commodity Index All Wheat
SPGCCI	S&P GSCI
SPGCBO	S&P GSCI Soybean Oil
SPGCBR	S&P GSCI Brent Crude
SPGCCC	S&P GSCI Cocoa
SPGCCL	S&P GSCI Crude Oil
SPGCCN	S&P GSCI Corn
SPGCCT	S&P GSCI Cotton
SPGCFC	S&P GSCI Feeder Cattle
SPGCGC	S&P GSCI Gold
SPGCGO	S&P GSCI Gasoline
SPGCHG	S&P GSCI North American Copper
SPGCHO	S&P GSCI Heating Oil
SPGCHU	S&P GSCI Unleaded Gasoline
SPGCIA	S&P GSCI Aluminum
SPGCIC	S&P GSCI Copper
SPGCIK	S&P GSCI Nickel
SPGCIL	S&P GSCI Lead
SPGCIN	S&P GSCI Industrial Metals
SPGCIZ	S&P GSCI Zinc
SPGCKC	S&P GSCI Coffee
SPGCKW	S&P GSCI Kansas Wheat
SPGCLC	S&P GSCI Live Cattle
SPGCLH	S&P GSCI Lean Hogs
SPGCNG	S&P GSCI Natural Gas
SPGCPA	S&P GSCI Palladium
SPGCPL	S&P GSCI Platinum
SPGCSB	S&P GSCI Sugar
SPGCSI	S&P GSCI Silver

Commodity Index Swaps

Abbr	Name
SPGCSO	S&P GSCI Soybeans
SPGCWH	S&P GSCI Wheat
SPGSES	S&P GSCI Enhanced Commodity
SPGSSM	S&P GSCI Soybean Meal
SPGCCIP	S&P GSCI ER
SPGCBRP	S&P GSCI Brent Crude ER
SPGCCCP	S&P GSCI Cocoa ER
SPGCCLP	S&P GSCI Crude Oil ER
SPGCCNP	S&P GSCI Corn ER
SPGCCTP	S&P GSCI Cotton ER
SPGCENP	S&P GSCI Energy ER
SPGCFCP	S&P GSCI Feeder Cattle ER
SPGCGCP	S&P GSCI Gold ER
SPGCGOP	S&P GSCI Gasoil ER
SPGCHGP	S&P GSCI North American Copper ER
SPGCHOP	S&P GSCI Heating Oil ER
SPGCHUP	S&P GSCI Unleaded Gasoline ER
SPGCIAP	S&P GSCI Aluminum ER
SPGCICP	S&P GSCI Copper ER
SPGCIKP	S&P GSCI Nickel ER
SPGCILP	S&P GSCI Lead ER
SPGCINP	S&P GSCI Industrial Metals ER
SPGCNGP	S&P GSCI Natural Gas ER
SG3MCI	S&P GSCI 3 Month Forward

Deliverable Foreign Exchange Options

Terms and Conditions

Summary:	This covers “Deliverable Foreign Exchange Options”.
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <p>(a) the 1998 FX and Currency Option Definitions, as amended and supplemented from time to time, including the 2005 Barrier Option Supplement to the 1998 FX and Currency Option Definitions (the “1998 Definitions”); and</p> <p>(b) ISDA OTC Taxonomies.</p>
Contract Types:	<p>Each Deliverable Foreign Exchange Option traded is bespoke and the terms agreed between the Buyer and Seller. All option strategies result in call options and/or put options executed with the following strategies traded as agreed between the parties:</p> <p>Vanilla: Outright Call / Put, Straddle, Strangle, Butterfly, Risk Reversal, Calendar (tenor) spread, Cross Currency Spread, Condor, Call Spread, Put Spread, Live Trading with no delta hedge.</p> <p>Exotic: Barriers, Baskets, Digitals (or Binary), Knockins, Knockouts, Reverse Knockins/Kockouts, No Touch, Double No Touch, Average Price, Worst of Options, Compound Options; trades may be with or without delta hedges and some structures may also be bilaterally negotiated with additional options as part of the package to form a vega hedge.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Foreign Exchange
ISDA OTC Base Product:	Vanilla Option, Simple Exotic or Complex Exotic
Terms:	
Trade Date:	The date the transaction is agreed between and becomes legally binding on the parties.
Commencement Date:	The Trade Date, unless otherwise specified by the parties. This applies only where the Currency Option Style is American.
Buyer:	As specified by the parties.
Seller:	As specified by the parties.
Currency Option Style:	<p>As specified by the parties.</p> <p>(An American option can be exercised any time up to and including the Expiration Date; a European option can only be exercised on the Expiration Date.)</p>

Deliverable Foreign Exchange Options

Currency Option Type:	A Call with respect to the Call Currency and a Put with respect to the Put Currency; Binary in the case of a binary or digital option.
Call Currency:	The currency as specified by the parties from among those included in the list of available Currency Pairs. The Put Currency and Call Currency must represent a traded pair included in the list of available Currency Pairs.
Call Currency Amount:	As specified by the parties or, if not so specified, derived from the Put Currency Amount and Strike Price.
Put Currency:	The currency as specified by the parties from among those included in the list of available Currency Pairs. The Put Currency and Call Currency must represent a traded pair included in the list of available Currency Pairs.
Put Currency Amount:	As specified by the parties or, if not so specified, derived from the Call Currency Amount and Strike Price.
Strike Price:	As specified by the parties (if only one of the Put Currency or Call Currency is specified). If no Strike Price is specified and Automatic Exercise is applicable, the Strike Price will be calculated using the Put Currency and Call Currency in order to determine if the option is to be automatically exercised.
Reference Currency:	As specified by the parties.
Settlement Currency:	As specified by the parties.
Settlement Rate:	As specified by the parties or otherwise per the 1998 Definitions.
Settlement Rate Option:	As specified by the parties.
Expiration Date:	As specified by the parties.
Expiration Time:	The time in the location specified by the parties.
Latest Exercise Time:	The Expiration Time, unless otherwise specified by the parties. This applies only where the Currency Option Style is American.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
Settlement:	Deliverable or Cash Settlement
Settlement Amount:	In the case of a digital or binary option, as specified by the parties.
Settlement Date:	As specified by the parties.
Valuation Date:	As specified by the parties.
Averaging Dates:	As specified by the parties.
Premium:	As specified by the parties.
Premium Payment Date:	As specified by the parties.

Deliverable Foreign Exchange Options

Barrier Event:	As specified by the parties.
Calculation Agent:	As specified by the parties.
Business Day:	As specified by the parties.
Business Day Convention:	As specified by the parties.
Disruption Events:	As specified by the parties.
Disruption Fallbacks:	As specified by the parties for each applicable Disruption Event or otherwise per the 1998 Definitions.

Deliverable Foreign Exchange Option Available Currency Pairs

AUD/CAD	CNH/AUD	EUR/SAR	JPY/CNH	THB/HKD
AUD/CHF	CNH/CAD	EUR/SEK	JPY/HKD	THB/JPY
AUD/CNH	CNH/EUR	EUR/SGD	JPY/SGD	THB/NZD
AUD/HKD	CNH/GBP	EUR/THB	JPY/THB	THB/SGD
AUD/JPY	CNH/HKD	EUR/TRY	MXN/JPY	TRY/JPY
AUD/MXN	CNH/JPY	EUR/USD	NOK/JPY	USD/AED
AUD/NOK	CNH/NZD	EUR/ZAR	NOK/SEK	USD/BHD
AUD/NZD	CNH/SGD	GBP/AUD	NZD/CAD	USD/CAD
AUD/SEK	CNH/THB	GBP/CAD	NZD/CHF	USD/CHF
AUD/SGD	EUR/AED	GBP/CHF	NZD/CNH	USD/CNH
AUD/THB	EUR/AUD	GBP/CNH	NZD/HKD	USD/CZK
AUD/USD	EUR/BHD	GBP/HKD	NZD/JPY	USD/DKK
AUD/ZAR	EUR/CAD	GBP/JPY	NZD/NOK	USD/HKD
CAD/CHF	EUR/CHF	GBP/MXN	NZD/SEK	USD/HUF
CAD/CNH	EUR/CNH	GBP/NOK	NZD/SGD	USD/ILS
CAD/HKD	EUR/CZK	GBP/NZD	NZD/THB	USD/ISK
CAD/JPY	EUR/DKK	GBP/SEK	NZD/USD	USD/JPY
CAD/MXN	EUR/GBP	GBP/SGD	SEK/JPY	USD/KWD
CAD/NOK	EUR/HKD	GBP/THB	SGD/AUD	USD/MXN
CAD/SEK	EUR/HUF	GBP/TRY	SGD/CAD	USD/NOK
CAD/SGD	EUR/ILS	GBP/USD	SGD/CNH	USD/OMR
CAD/THB	EUR/ISK	GBP/ZAR	SGD/EUR	USD/PLN
CHF/CNH	EUR/JPY	HKD/AUD	SGD/GBP	USD/QAR
CHF/HKD	EUR/KWD	HKD/CAD	SGD/HKD	USD/RON
CHF/JPY	EUR/MXN	HKD/CHF	SGD/JPY	USD/RUB
CHF/MXN	EUR/NOK	HKD/CNH	SGD/NZD	USD/SAR

Deliverable Foreign Exchange Options

CHF/NOK	EUR/NZD	HKD/EUR	SGD/THB	USD/SEK
CHF/PLN	EUR/OMR	HKD/GBP	THB/AUD	USD/SGD
CHF/SEK	EUR/PLN	HKD/JPY	THB/CHF	USD/THB
CHF/SGD	EUR/QAR	HKD/NZD	THB/CNH	USD/TRY
CHF/THB	EUR/RON	HKD/SGD	THB/EUR	USD/ZAR
CHF/TRY	EUR/RUB	HKD/THB	THB/GBP	ZAR/JPY

Equity Index Swaps**Terms and Conditions**

Summary:	This covers equity index swaps (each, an “Equity Index Swap”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Equity Index Swap may be traded are shown below or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) 2002 ISDA Equity Derivatives Definitions (“Equity Definitions”) (c) Annex IS to 2009 Americas Master Equity Derivatives Confirmation, to 2007 European Master Equity Derivatives Confirmation Agreement (for EMEA indices, as indicated on the Equity Index Available Indices attached) or to Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement (for AEJ indices, as indicated on the Equity Index Available Indices attached)

Equity Index Swaps

	(d) the Revised ISDA AEJ Reference Price Source Matrix (June 25, 2009, or as updated effective prior to the Trade Date) (“AEJ Source”) For convenience, certain terms are mapped to their FpML 5.5 equivalent.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Equity
ISDA OTC Base Product:	Swap
ISDA OTC Sub-Product:	Price Return Basic Performance
ISDA OTC Transaction type:	Single Index
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Strike Date:	For a Forward Starting Transaction, as agreed by the parties (only for EMEA Indices).
Forward Starting:	As per Annex IS (only for EMEA Indices).
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	(i) The date specified by the parties, adjusted in accordance with any applicable Business Day Convention, or (ii) in the case of AEJ Indices, per Annex IS.
Effective Date Business Days:	As specified by the parties from among the Available Business Days (except for AEJ Indices).
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions (except for AEJ Indices).
Termination Date (“terminationDate”):	Per Annex IS, unless otherwise specified by the parties.
Index:	As specified by the parties from among the Available Indices.
Number of Index Units:	As specified by the parties or, if not so specified, determined by Annex IS (except for AEJ Indices).
Index Unit:	Per Annex IS (except for AEJ Indices and EMEA Indices).
Exchange(s):	(i) Per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as specified by the parties.
Multiple Exchange Index Annex/Component Security Index Annex:	Per Annex IS (EMEA Indices only).
Related Exchanges:	(i) Per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as specified by the parties.
Hedging Party:	(i) As specified by the parties, or (ii) in the case of AEJ Indices, per Annex IS.
Determining Party:	(i) As specified by the parties, or (ii) in the case of AEJ Indices, per Annex IS.
Equity Amounts:	
Equity Amount Payer (“payerPartyReference”):	As specified by the parties.
Equity Notional Amount:	As specified by the parties.
Equity Notional Reset:	As per Annex IS.
Type of Return:	(i) As specified by the parties, or (ii) in the case of AEJ Indices, per Annex IS unless specified by the parties.
Initial Price Election:	As specified by the parties (in the case of an EMEA Index only).

Equity Index Swaps

Initial Price:	As specified by the parties and (other than in the case of AEJ Indices) adjusted in accordance with Annex IS.
Final Price Election:	As specified by the parties (in the case of an EMEA Index only).
Final Price:	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as specified by the parties or, if not so specified, per the Equity Definitions.
Valuation Time:	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as specified by the parties or, if not so specified, per the Equity Definitions.
Valuation Dates:	As specified by the parties.
Averaging Dates:	In the case of AEJ Indices, as and if specified by the parties.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Notional Amount (“notionalAmount”):	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as specified by the parties or, if not so specified, per the Equity Definitions.
Payment Dates:	As per Annex IS, unless otherwise specified by the parties.
Initial Floating Rate:	As specified by the parties.
Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”):	As specified by the parties.
Linear Interpolation:	For the Calculation Periods specified by the parties to the extent permitted by Annex IS.
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As per Annex IS.
Payment Dates Business Days:	As per Annex IS.
Business Days (Other Than Payment Dates):	As specified by the parties.
Business Day Convention (Other Than Payment Dates):	As per Annex IS, unless otherwise specified by the parties.
Compounding:	As specified by the parties (EMEA Indices only).
Compounding Dates:	As specified by the parties if Compounding is applicable (EMEA Indices only).
Futures Price Valuation:	
Futures Price Valuation:	(i) As per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as specified by the parties or, if not so specified, per the Equity Definitions.
Exchange-traded Contract:	As specified in the Transaction Supplement.
Adjustment to Section 6.8 of the Equity Definitions:	As per Annex IS (other than in the case of AEJ Indices).
Settlement Terms:	
Cash Settlement:	As per Annex IS.
Settlement Currency:	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties.
FX Rate:	As agreed by the parties or as specified by the parties from among the Available FX Rates.

Equity Index Swaps

Dividends:	
Dividend Payment Date(s):	If type of return is “Total Return” (i) as per Annex IS unless otherwise agreed by the parties, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Dividend Period:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Dividend Amount:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Relevant Dividend:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Reinvestment of Dividends:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties.
Dividend Recovery:	If type of return is “Total Return” (i) as per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Declared Cash Dividend Percentage:	If type of return is “Total Return” (i) as per Annex IS unless otherwise agreed by the parties, (ii) in the case of AEJ Indices, as and if agreed by the parties, or (iii) in the case of EMEA Indices, as agreed by the parties.
Declared Cash Equivalent Dividend Percentage:	If type of return is “Total Return” (i) as per Annex IS unless otherwise agreed by the parties, or (ii) in the case of AEJ Indices, as and if agreed by the parties.
Index Adjustment Events:	
Index Cancellation:	As per Annex IS.
Index Modification:	As per Annex IS.
Index Disruption:	As per Annex IS.
Additional Disruption Events:	
Change in Law:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as per Annex IS unless otherwise agreed by the parties.
Insolvency Filing:	(i) As per Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definitions.
Hedging Disruption:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as per Annex IS (as applicable to the relevant country of underlier) unless otherwise agreed by the parties.
Increased Cost of Hedging:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.
Consequences of Hedging Disruption:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.
Loss of Stock Borrow:	(i) As per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.

Equity Index Swaps

Increased Cost of Stock Borrow:	(i) As per Annex IS, unless otherwise specified by the parties, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.
Cancellation Amount:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, as agreed by the parties or, absent such agreement, per the Equity Definition.
Non-Reliance:	As per Annex IS.
Agreements and Acknowledgements Regarding Hedging Activities:	As per Annex IS.
Additional Acknowledgements:	As per Annex IS.
Index Disclaimer:	As per Annex IS.
Optional Early Termination:	(i) As agreed by the parties from among the provisions in Annex IS, or (ii) in the case of AEJ Indices, inapplicable.
Break Funding Recovery:	If Optional Early Termination is applicable, as specified by the parties.
Break Fee:	As specified by the parties in the case of EMEA Indices.
Calculation Agent:	(i) As agreed by the parties, or (ii) in the case of AEJ Indices, per Annex IS unless otherwise agreed by the parties.

Equity Index Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
CAD	Canadian Dollar	CATO
EUR	Euro	EUTA
GBP	Sterling	GBLO
HKD	Hong Kong Dollar	HKHK
JPY	Japanese Yen	JPTO
KRW	Korean Won	KRSE
SEK	Swedish Krona	SEST
USD	United States Dollars	USNY

Equity Index Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Equity Index Available Indices

Abbr	Name
AEX	AEX Index (EMEA)
AMZX	Alerian MLP Index Total Return
AMZIXVWAP	Alerian MLP Infrastructure Index Total Return VWAP
AS51	S&P/ASX 200 (AEJ)
BEL20	BEL20 Index (EMEA)
CAC	Cotation Assistée en Continu 40 (EMEA)

Equity Index Swaps

DAX	Deutscher Aktien Index (EMEA)
DJITR	Dow Jones Industrial Average Total Return
DJUSRE	Dow Jones U.S. Real Estate Index
EWTRGSPC	REUTERS – REU - S&P EW 500 INDEX
FTSEMIB	FTSE MIB Index (EMEA)
GCUDCA	MSCI Daily TR Gross Small Cap Canada USD
GCUDUS	MSCI Daily Total Return Gross Small Cap USA USD
GDDLCA	MSCI Canada Index CAD Total Return (Gross Dividends)
GDDUCA	MSCI Canada Index USD Daily Total Return (Gross Dividends)
GDDUEAFE	MSCI EAFE Index Total Return (Gross Dividends)
GDDUNA	MSCI North American Index USD Total Return (Gross Dividends)
GDDUUS	MSCI US Index Total Return (Gross Dividends)
HSCEI	Hang Seng China Enterprises Index (AEJ)
HSI	Hang Seng Index (AEJ)
IBEX	IBEX 35 Index(EMEA)
IBOV	BOVESPA Index
IXBTR	S&P 500 Material Select Sector Total Return
IXCPR	Communication Services Select Sector Index
IXCTR	Communication Services Select Sector Index TR
IXETR	S&P 500 Energy Select Sector Total Return
IXITR	S&P 500 Industrials Select Sector Total Return
IXMTR	S&P 500 Financials Select Sector Total Return
IXRTR	S&P 500 Consumer Staples Select Sector Total Return
IXTTR	S&P 500 Technology Select Sector Total Return
IXUTR	S&P 500 Utilities Select Sector Total Return
IXVTR	S&P 500 Health Care Select Sector Total Return
IXYTR	S&P 500 Consumer Discretionary Select Sector Total Return
KOSPI	Korea Composite Stock Price Index (AEJ)
MICNA	MSCI China A Inclusion USD Index (Net)
MEXBOL	Mexican IPC Index (Indice de Precios y Cotizaciones)
MSLUELAN	MSCI Emerging Markets Latin America Small Cap Index (USD) (Net Dividends)
NDDLCA	MSCI Canada Index CAD Total Return (Net Dividends)
NDDUEAFE	MSCI EAFE Net Total Return USD Index
NDDUNA	MSCI North American Index USD Total Return (Net Dividends)
NDDUUS	MSCI US Index Total Return (Net Dividends)
NDDUJN	MSCI Japan Index Total Return (Net Dividends)
NDEUMXF	MSCI Mexico Index USD Total Return (Net Dividends)
NDEUSCH	MSCI Chile Index Total Return (Net Dividends)
NDEUSCO	MSCI Colombia Index Total Return (Net Dividends)
NDEUSPR	MSCI Peru Index Total Return (Net Dividends)
NDUEBRAFL	MSCI Brazil Index USD Total Return (Net Dividends)
NDUEEGFL	MSCI Emerging Markets Latin America USD
NDX	NASDAQ-100
NKY	Nikkei 225 Index (AEJ)
OEXT	S&P 100 Total Return
OMX	OMX Stockholm 30 (EMEA)
RGUSFL	Russell 1000 Financial
RU10GRTR	Russell 1000 Growth Total Return
RU10INTR	Russell 1000 Total Return
RU10VATR	Russell 1000 Value Total Return
RU20GRTR	Russell 2000 Growth Total Return
RU20INTR	Russell 2000 Total Return
RU20VATR	Russell 2000 Value Total Return

Equity Index Swaps

SP5LVIT	S&P 500 Low Volatility Total Return Index
SPSIBITR	S&P Biotechnology Select Industry Total Return Index
SPSIOP	S&P Oil & Gas Exploration & Production Select Industry Index
SPTRCOND	S&P 500 Consumer Discretionary Sector Total Return Index
SPTRCONS	S&P 500 Consumer Staples Sector Total Return Index
SPTRENRS	S&P 500 Energy Sector Total Return Index
SPTRFINL	S&P 500 Financials Sector Total Return Index
SPTRHLTH	S&P 500 Health Care Sector Total Return Index
SPTRINDU	S&P 500 Industrials Sector Total Return Index
SPTRMATR	S&P 500 Materials Sector Total Return Index
SPTRMDCP	S&P MidCap 400 Total Return
SPTRRLST	S&P 500 Real Estate Sector Total Return Index
SPTRSMCP	S&P SmallCap 600 Total Return
SPTRSVX	S&P 500 Value Total Return Index
SPTRUTIL	S&P 500 Utilities Sector Total Return Index
SPXT	S&P 500 Total Return
STENRSR	S&P/TSX Composite Energy Index Total Return Swap
SX5E	Eurostoxx 50 Index (EMEA)
TSX69	S&P/TSX 60 Index
UKX	FTSE 100 Index (EMEA)
XNDX	NASDAQ-100 Total Return
XSOX	PHLX Semiconductor Sector Index Total Return

Equity Index Available FX Rates

Currency Pair	Available FX Rates
KRW/USD	BB: The rate implied by sourcing the Index on Bloomberg via “KOSPI>USD>GO” ISDA: The rate determined in accordance with the AEJ Source

Equity Index Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Equity Index Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Equity Index Notional Amounts

Currency	Minimum	Increment	Maximum	Default
USD	10,000,000	1,000,000	N/A	N/A

Equity Index Swaps

Equity Index Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
AUD-AONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
AUD-AONIA-OIS-COMPOUND-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-AUBBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSY (BID)	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Swap Rate-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-CORRA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CAD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-REPO-CORRA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telorate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-RONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-ATHIBOR	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIMID-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIMID-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR=	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HONIX-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-4:00	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
HKD-Quarterly-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-4:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-FRASET	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-MUTANCALL-TONAR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (10 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (5 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-ZTIBOR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
KRW-CD-3220	All quoted tenors	N/A	Per ISDA 2006	N
KRW-CD-KSDA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
KRW-Quarterly Annual Swap Rate-3:30-ICAP	3M	N/A	Per ISDA 2006	N
KRW-Bond-3222	3M	N/A	Per ISDA 2006	N

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)

Equity Index Swaps

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SOFR-Compound	N/A	N/A	N/A	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N

Equity Index Requirements and Defaults

Date	Requirement	Default
Effective Date Business Day Convention		No Adjustment
Designated Maturities for Linear Interpolation		Tenors quoted next shorter and longer than the actual Calculation Period length

Equity Index Variance Swaps**Terms and Conditions**

Summary/Contract Description:	This covers equity index variance swaps (each, an “Equity Index Variance Swap”). An Equity Index Variance Swap is a product used to hedge or take a direct view on the volatility of an underlying equity index by paying or receiving an amount based on the difference between the actual realized variance of an index over the life of the contract and the variance strike price agreed at contract inception.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Equity
ISDA OTC Base Product:	Swap
ISDA OTC Sub-Product:	Parameter Return Variance
ISDA OTC Transaction type:	Single Index
Available Underlying Indices:	The index specified by the parties from among the indices listed in the table below titled “Equity Index Variance Swap Available Indices.”
Contract Size:	The contracts are quoted in “Vega” amounts. The minimum contract size is 1,000 of the currency of which the underlying index settles in.
Quoting Convention:	The contracts are quoted in volatility percentage points.
Leg Conventions:	Floating Leg Rate – The realized variance rate that is calculated on the Expiration Date. Fixed Leg Rate – The agreed fixed rate of variance (Traded Price).
Tenor:	Tenors of any duration greater than 0 years and less than 50 years.
Trade Types:	Capped – the maximum payout of the contract is capped at an agreed price. Uncapped – there is no maximum payout on the contract.
Trade Start Types:	Immediate – the observation period of the contract begins on the Trade Date. Forward – the observation period of the contract begins on an agreed-upon date after the Trade Date.
Trade Date:	The date on which the contract is entered into.
Observation Start Date:	The Trade Date or, in the case of a forward starting transaction, an agreed-upon date after the Trade Date.
Valuation Date:	The date upon which the final rate of volatility will be calculated on using the “Applicable Formula” below.
Settlement:	The contracts are cash settled. If the difference between the realized variance and the “Variance Strike” (as agreed by the parties) is positive the seller pays the

Equity Index Variance Swaps

	<p>difference to the buyer. If the difference between the realized variance and the Variance Strike is negative the buyer pays the difference to the seller.</p> <p>Settlement of the contract occurs after the Valuation Date and in line with the settlement convention of the underlying equity index.</p>
Settlement Payments/Payment Date:	T+2 (adjustments according to following business day convention).
Minimum Price or Incremental Price:	The contracts are quoted in volatility percentage points. There is no minimum price or minimum incremental price for the contract.
Payment Frequency:	One time.
Payment Exchange:	<p>The buyer of a variance swap pays a fixed rate (the Variance Strike) in exchange for a payout based on the daily realized variance.</p> <p>The seller of a variance swap receives a fixed rate (the Variance Strike) in exchange for a payout based on the daily realized variance.</p>
Day Count:	Business Days Per Year = 252
Business Day Convention:	Following business day convention.
Applicable Formula:	<p>The final realized rate of variance will be calculated using the following formula:</p> $100x\sqrt{\frac{252 \times \sum_{i=1}^n (\text{Return}(i))^2}{N}}$ <p>Where:</p> $\text{Return}(i) = \ln\left(\frac{\text{Index}_i}{\text{Index}_{i-1}}\right)$ <p>n = the number of observations excluding the initial observation on the Observation Start Date, but including the Valuation Date;</p> <p>i = the relevant observation day;</p> <p>Index_i = the closing level of the underlying index “i” business days from the Observation Start Date, except for (i) Index₀ which shall equal the initial index level, and (ii) Index_n which shall equal the closing level of the underlying index on the Valuation Date. Index_{i-1} will be modified by deducting the dividend in case it is an ex-date.</p> <p>If applicable, the volatility cap will be set at 2.5x the Volatility Strike.</p> <p>N = Expected number of observations as agreed by the parties.</p>

	In = the natural logarithm.
Market Disruption:	As specified by the parties.

Equity Index Variance Swap Available Indices

Abbr	Name
DAX	Deutscher Aktien Index
DJITR	Dow Jones Industrial Average Total Return
DJUSRE	Dow Jones U.S. Real Estate Index
FTXIN25	FTSE China 50 Index
GDDLCA	MSCI Canada Index CAD Total Return (Gross Dividends)
GDDUEAFE	MSCI EAFE Index Total Return (Gross Dividends)
GDDUNA	MSCI North American Index USD Total Return (Gross Dividends)
GDDUUS	MSCI US Index Total Return (Gross Dividends)
HSCEI	Hang Seng China Enterprises Index
HSI	Hang Seng Index
IBOV	BOVESPA Index
KOSPI	Korea Composite Stock Price Index
MDCPSPTR	S&P MidCap 400 Total Return
MEXBOL	Mexican IPC index (Indice de Precios y Cotizaciones)
NDDLCA	MSCI Canada Index CAD Total Return (Net Dividends)
NDDUNA	MSCI North American Index USD Total Return (Net Dividends)
NDDUUS	MSCI US Index Total Return (Net Dividends)
NDEUBRAF	MSCI Brazil Index USD Total Return (Net Dividends)
NDEUMXF	MSCI Mexico Index USD Total Return (Net Dividends)
NDEUSCH	MSCI Chile Index Total Return (Net Dividends)
NDEUSCO	MSCI Colombia Index Total Return (Net Dividends)
NDUEEGF	MSCI Emerging Markets Index
NDUEEGFL	MSCI Emerging Markets Latin America USD
NDX	NASDAQ-100
OEXT	S&P 100 Total Return
RGUSFL	Russell 1000 Financial
RU10GRTR	Russell 1000 Growth Total Return
RU10INTR	Russell 1000 Total Return
RU10VATR	Russell 1000 Value Total Return
RU20GRTR	Russell 2000 Growth Total Return
RU20INTR	Russell 2000 Total Return
RU20VATR	Russell 2000 Value Total Return
SMCPSPTR	S&P SmallCap 600 Total Return
SPXT	S&P 500 Total Return
SX5E	Eurostoxx 50 Index
UKX	FTSE 100 Index

Equity Index Volatility Swaps**Terms and Conditions**

Summary:	This covers equity index volatility swaps (each, an “Equity Index Volatility Swap”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Equity Index Volatility Swap may be traded are shown below or in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies.</p> <p>Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY).</p> <p>In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) 2002 ISDA Equity Derivatives Definitions (c) Annex IVS to: (i) the 2006 Japan Master Variance Swap Confirmation Agreement for Japan Indices, (ii) the 2007 Americas Master Variance Swap Confirmation Agreement, (iii) the Revised 2007 AEJ Master Variance Swap Confirmation Agreement for AEJ indices, or (iv) the 2007 European Variance Swap Master Confirmation Agreement for EMEA Indices (as indicated on the Equity Index Volatility Swap –Available Indices below) (d) the Market Practice Statement for Variance Swap Transactions Involving Japanese Shares or Indices Regarding When Exchange-Imposed Daily Price Limitations Would Constitute a Market Disruption Event Due To a Trading Disruption published by ISDA on October 22, 2009 (the “Japan Index Market Practice Statement”) <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>

Equity Index Volatility Swaps

Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Equity
ISDA OTC Base Product:	Swap
ISDA OTC Sub-Product:	Parameter Return Volatility
ISDA OTC Transaction Type:	Single Index
Further Limitations:	None.
Terms:	
Trade Date:	As agreed by the parties.
Effective Date (“effectiveDate”):	As per Annex IVS (other than for a Japan Index).
Termination Date (“terminationDate”):	As per Annex IVS.
Exchanges:	As specified by the parties.
Related Exchanges:	As per Annex IVS.
Volatility Buyer:	Not applicable.
Volatility Seller:	Not applicable.
Volatility Cap:	If applicable, as specified by the parties.
Index:	As specified by the parties from among the Equity Index Volatility Swap – Available Indices (see below).
Equity Amounts:	
Equity Amount Payer (“payerPartyReference”):	The Volatility Seller.
Equity Notional Amount:	As specified by the parties (other than for an EMEA Index).
Equity Notional Reset:	As per Annex IVS.
Type of Return:	As per Annex IVS.
Initial Price:	As per Annex IVS.
Final Price:	As per Annex IVS.
Valuation Time:	As per Annex IVS.
Observation Start Date:	As specified by the parties or otherwise as per Annex IVS.
Observation End Date:	As per Annex IVS.
Observation Day:	As per Annex IVS (with Disrupted Date being determined, in the case of a Japan Index, in accordance with the Japan Index Market Practice Statement).
Non-Disrupted Observation Day:	As per Annex IVS.
Observation Period:	As per Annex IVS.
Futures Price Valuation:	As specified by the parties or determined in accordance with Annex IVS.
Default Exchange-traded Contract:	As per Annex IVS.
Equity Amount:	The product of the Equity Notional Amount and the Final Realized Volatility (or, if there is a Volatility Cap, the lesser of the Realized Volatility or the Volatility Cap).
Variance Strike Price:	Not applicable.
Variance Cap:	Not applicable.
Final Realized Volatility:	As per Annex IVS.
Initial Index Level:	As specified by the parties.
Closing Index Level:	If specified by the parties, and determined per Annex IVS.
Expiring Contract Level:	If specified by the parties or as determined per Annex IVS.
Variance Amount:	Not applicable.
Volatility Strike Price:	Not applicable.
Variance Strike Price:	Not applicable.
Variance Cap Amount:	Not applicable.
Final Realized Volatility (“FRV”):	Per Annex IVS.

Equity Index Volatility Swaps

N:	As specified by the parties or otherwise per Annex IVS (other than for an AEJ Index).
Expected N:	As specified by the parties or otherwise per Annex IVS (only for an AEJ Index).
Market Disruption Event:	As per Annex IVS.
Fixed Amount:	
Fixed Amount Payer:	The Volatility Buyer.
Fixed Amount:	The product of the Equity Notional Amount and the Volatility Strike.
Volatility Strike:	As specified by the parties.
Settlement Terms:	
Cash Settlement:	As per Annex IVS.
Settlement Currency:	As per Annex IVS.
Cash Settlement Payment Date:	As per Annex IVS.
Index Adjustment Events:	
Index Cancellation:	As per Annex IVS.
Index Modification:	As per Annex IVS.
Index Disruption:	As per Annex IVS.
IVS Cancellation and Payment:	As per Annex IVS.
Additional Disruption Events:	
Change in Law:	As per Annex IVS.
Non-Reliance:	As per Annex IVS.
Agreements and Acknowledgements Regarding Hedging Activities:	As per Annex IVS.
Additional Acknowledgements:	As per Annex IVS.
Index Disclaimer:	As per Annex IVS.
Calculation Agent:	As agreed by the parties.

Equity Index Volatility Swap – Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY

Equity Index Volatility Swap – Available Indices

Abbr	Name
SPX	S&P 500 Index
SPXT	S&P 500 Total Return

Fixed for Floating Agricultural Swaptions**Terms and Conditions**

Summary:	This covers uncleared fixed for floating agricultural swaptions (“Fixed for Floating Agricultural Swaptions”).
Limitations on Available Selections and Default Settings:	The terms under which Fixed for Floating Agricultural Swaptions may be traded are shown below and in the attached tables.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Agricultural
ISDA OTC Settlement type:	Cash
Further Limitations:	None
Trade Date:	As agreed by the parties.
Option Style:	As specified by the parties from among the Available Option Styles.
Option Type:	Swaption
Buyer:	As specified by the parties.
Seller:	As specified by the parties.
Total Premium:	As specified by the parties.
Premium Payment Date(s):	As specified by the parties, subject to adjustment in accordance with the Business Day Convention.
Premium Payment Date Business Days:	Per the Available Currencies, plus such additional Business Days as the parties specify.
Premium Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions or otherwise per the Commodity Definitions.
Physical/Contract Settlement:	Applicable
Procedure for Exercise:	
Exercise Period:	For an American Option, the period of days and the times on such days specified by the parties. For any other Option Style, the times on the Expiration Date or Potential Exercise Date specified by the parties.
Potential Exercise Dates:	For a Bermuda Option, the days specified by the parties.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
Written Confirmation:	As specified by the parties.
Seller’s Notice Information:	As specified by the Seller.
Terms of the Underlying Transaction to which the Swaption Relates:	
Trade Date:	As agreed by the parties.
Effective Date:	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Days:	None, unless specified by the parties.
Effective Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Termination Date:	As specified by the parties.
Termination Date Business Days:	None, unless specified by the parties.

Fixed for Floating Agricultural Swaptions

Termination Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Commodity:	As specified by the parties from among the Available Commodities.
Total Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Calculation Periods:	As specified by the parties.
Calculation Period Business Days:	None, unless specified by the parties.
Calculation Period Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates:	In relation to each Calculation Period, as specified by the parties, each such day being subject to adjustment in accordance with the Payment Date Business Day Convention.
Payment Date Business Days:	The Business Days specified for the relevant Commodity, plus any additional Business Days specified by the parties from among the Available Business Days.
Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties per Unit of the Commodity or overall.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Applicable Spread:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Calculation Agent:	As agreed by the parties.

Fixed for Floating Agricultural Swaptions

Fixed for Floating Agricultural Swaptions Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
EUR	Euro	EUTA
GBP	Sterling	GBLO

Fixed-for-Floating Agricultural Swaptions Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Fixed-for-Floating Agricultural Swaptions Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
COCOA-GBP-EURONEXT
COCOA-NYBOT ¹
COFFEE ARABICA-NYBOT ¹
COFFEE ROBUSTA-EURONEXT
CORN-CBOT
COTTON NO. 2-NYBOT ¹
FROZEN CONCENTRATED ORANGE JUICE NO. 1-NYBOT ¹
LEAN HOGS-CME
MILK-CLASS III-CME
MILK-CLASS IV-CME
SOYBEAN-CBOT
SOYBEAN MEAL-CBOT
SOYBEAN OIL-CBOT
SUGAR #11 (WORLD)-NYBOT ¹
WHEAT-CBOT
WHEAT HRM-KCBOT
WHITE SUGAR-EURONEXT

¹ The New York Board of Trade (NYBOT) was renamed ICE Futures US in 2007.

Exchange Definitions

The following Commodity Reference Prices are as defined in the Commodity Price Reference Framework in Sub-Annex A to the Commodity Definitions.

ISDA Definition					
Commodity Reference Price	Relevant Commodity	Relevant Unit	Exchange	Currency	Specified Price
BUTTER-CME	Butter	Pound	CME Globex	USD 0.01	Settlement Price
CHEESE-CME	Cheese	Pound	CME Globex	USD 0.01	Settlement Price
CRUDE PALM OIL-CME	Crude Palm Oil	Metric Ton	CME Globex	USD 0.01	Settlement Price
DRY WHEY-CME	Dry Whey	Pound	CME Globex	USD 0.01	Settlement Price
HARD RED SPRING WHEAT-MGEX	Wheat	Bushel	Minneapolis Grain Exchange	USD 0.01	Settlement Price
MILLING WHEAT-EURONEXT	Wheat	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price
NONFAT DRY MILK-CME	Non-Fat Dry Milk	Pound	CME Globex	USD 0.01	Settlement Price
RAPESEED-EURONEXT	Rapeseed	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price

Fixed for Floating Agricultural Swap Contracts**Terms and Conditions**

Summary:	This covers uncleared fixed-for-floating agricultural swaps (“Fixed for Floating Agricultural Swap Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which Fixed for Floating Agricultural Swap Contracts may be traded are shown below and in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Agricultural
ISDA OTC Settlement type:	Cash
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Effective Date:	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Days:	None, unless specified by the parties.
Effective Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Termination Date:	As specified by the parties.
Termination Date Business Days:	None, unless specified by the parties.
Termination Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Commodity:	As specified by the parties from among the Available Commodities.
Total Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Calculation Periods:	As specified by the parties.
Calculation Period Business Days:	None, unless specified by the parties.
Calculation Period Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates:	In relation to each Calculation Period, as specified by the parties, each such day being subject to adjustment in accordance with the Payment Date Business Day Convention.

Fixed for Floating Agricultural Swap Contracts

Payment Date Business Days:	The Business Days specified for the relevant Commodity, plus any additional Business Days specified by the parties from among the Available Business Days.
Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties per Unit of the Commodity or overall.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Applicable Spread:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Calculation Agent:	As agreed by the parties.

Fixed-for-Floating Agricultural Swap Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
EUR	Euro	EUTA
GBP	Sterling	GBLO

Fixed-for-Floating Agricultural Swap Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Fixed-for-Floating Agricultural Swap Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
COCOA-GBP-EURONEXT

Fixed for Floating Agricultural Swap Contracts

COCOA-NYBOT ¹
COFFEE ARABICA-NYBOT ^{Error! Unknown switch argument.}
COFFEE ROBUSTA-EURONEXT
CORN-CBOT
COTTON NO. 2-NYBOT ^{Error! Unknown switch argument.}
FROZEN CONCENTRATED ORANGE JUICE NO. 1-NYBOT ^{Error! Unknown switch argument.}
LEAN HOGS-CME
MILK-CLASS III-CME
MILK-CLASS IV-CME
SOYBEAN-CBOT
SOYBEAN MEAL-CBOT
SOYBEAN OIL-CBOT
SUGAR #11 (WORLD)-NYBOT ^{Error! Unknown switch argument.}
WHEAT-CBOT
WHEAT HRM-KCBOT
WHITE SUGAR-EURONEXT

Exchange Definitions

The following Commodity Reference Prices are as defined in the Commodity Price Reference Framework in Sub-Annex A to the Commodity Definitions.

ISDA Definition					
Commodity Reference Price	Relevant Commodity	Relevant Unit	Exchange	Currency	Specified Price
BUTTER-CME	Butter	Pound	CME Globex	USD 0.01	Settlement Price
CHEESE-CME	Cheese	Pound	CME Globex	USD 0.01	Settlement Price
CRUDE PALM OIL-CME	Crude Palm Oil	Metric Ton	CME Globex	USD 0.01	Settlement Price
DRY WHEY-CME	Dry Whey	Pound	CME Globex	USD 0.01	Settlement Price
HARD RED SPRING WHEAT-MGEX	Wheat	Bushel	Minneapolis Grain Exchange	USD 0.01	Settlement Price
MILLING WHEAT-EURONEXT	Wheat	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price
NONFAT DRY MILK-CME	Non-Fat Dry Milk	Pound	CME Globex	USD 0.01	Settlement Price
RAPSEED-EURONEXT	Rapeseed	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price

¹ The New York Board of Trade (NYBOT) was renamed ICE Futures US in 2007.

Fixed for Floating Interest Rate Swaps**Terms and Conditions**

Summary:	This covers uncleared fixed for floating interest rate swaps (“Fixed for Floating Interest Rate Swap (Uncleared)”).
Limitations on Available Selections and Default Settings:	<p>The terms under which a Fixed for Floating Interest Rate Swap (Uncleared) contract may be traded are as specified in these terms and conditions or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (e.g., London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA Settlement Matrix (if Optional Early Termination applies) (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>

Fixed for Floating Interest Rate Swaps

Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Fixed Floating
Further Limitations:	None
Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Fixed Rate Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
initial Floating Rate:	As specified by the parties.
Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”):	As specified by the parties.
Linear Interpolation:	For the Calculation Periods specified by the parties.
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation

Fixed for Floating Interest Rate Swaps

	applies, as specified by the parties.
Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Method of Averaging:	As specified by the parties.
Compounding:	As specified by the parties.
Compounding Dates:	In the event Compounding is selected, as selected by the parties.
Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Mark-to-Market Currency Swap:	
Mark-to-Market Currency Swap:	As specified by the parties, if the Currency Amounts are in different Currencies.
Variable Currency Payer:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Constant Currency Payer:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Currency Exchange Rate:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap and ISDA MTM Matrix is not applicable.
ISDA MTM Matrix:	As specified by the parties if the transaction is a Mark-to-Market Currency Swap.
Initial Exchange:	
Initial Exchange Date:	As specified by the parties.
Fixed Rate Payer Initial Exchange Amount:	As specified by the parties.
Floating Payer Initial Exchange Amount:	As specified by the parties.
Currency:	As specified from the parties from the Available Currencies.
Interim Exchanges:	
Interim Exchange Dates:	As specified by the parties.
Fixed Rate Payer Interim Exchange Amount:	As specified by the parties.
Floating Payer Interim Exchange Amount:	As specified by the parties.
Currency:	As specified from the parties from the Available Currencies.
Final Exchange:	
Final Exchange Date:	As specified by the parties.
Fixed Rate Payer Final Exchange Amount:	As specified by the parties.
Floating Payer Final Exchange Amount:	As specified by the parties.
Currency:	As specified from the parties from the Available Currencies.

Fixed for Floating Interest Rate Swaps

Optional Early Termination:	
Optional Early Termination:	As specified by the parties.
Option Style:	As specified by the parties.
Optional Early Termination Date:	As specified by the parties.
Seller:	As specified by the parties if only one party can terminate.
Buyer:	As specified by the parties, if only one party can terminate.
Seller's Agent:	As specified by the parties, if only one party can terminate.
Business Days for Payments:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Exercise Business Days:	As specified by the parties.
Optional Early Termination Procedure for Exercise:	
Commencement Date:	As specified by the parties, if the Option Style is American.
Bermuda Option Exercise Dates:	As specified by the parties, if the Option Style is Bermuda.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Earliest Exercise Time:	As specified by the parties.
Latest Exercise Time:	As specified by the parties.
Exercise Business Day:	As specified by the parties.
Partial Exercise:	As specified by the parties, if Option Style is European.
Multiple Exercise:	As specified by the parties, if Option Style is American or Bermuda.
Minimum Notional Amount:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Maximum Notional Amount:	As specified by the parties if Multiple Exercise is specified.
Integral Multiple:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Optional Early Termination Settlement Terms:	
Cash Settlement:	As specified by the parties.
ISDA Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a single currency Transaction.
ISDA Cross Currency Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a cross currency Transaction whose currencies are listed as a "currency pair" in the Cross Currency Settlement Matrix.
Cash Settlement Valuation Time:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Valuation Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Valuation Business Days:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date Business Days Convention:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Method:	If Cash Settlement is applicable, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Currency:	If Cash Settlement is applicable, and "Cash Price" or

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	“Cash Price—Alternate” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Settlement Rate:	If Cash Settlement is applicable, and “Par Yield Curve—Adjusted,” “Par Yield Curve—Unadjusted” or “Zero Coupon Curve—Adjusted” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Reference Banks:	As specified by the parties, if Settlement Rate is applicable.
Cash Settlement Reference Banks:	If Cash Settlement is applicable, as specified by the parties.
Quotation Rate:	If Cash Settlement is applicable, as specified by the parties from among the Available Quotation Rates.
Calculation Agent:	As agreed by the parties.

Fixed Floating Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
BRL	Brazilian Reai	Any of BR {SP,RJ,BR} and not otherwise declared a market holiday by the BM&F
CAD	Canadian Dollar	CATO
CHF	Swiss Franc	CHZU
CLP	Chilean Peso	CLSA
CNH	Chinese Renminbi (HK)	HKHK and CNBE
CNY	Chinese Renminbi	CNBE
COP	Colombian Peso	COBO
CZK	Czech Koruna	CZPR
DKK	Danish Krone	DKCO
EUR	Euro	EUTA
GBP	Sterling	GBLO
HKD	Hong Kong Dollar	HKHK
HUF	Hungarian Forint	HUBU
ILS	Israeli Shekel	ILTA
INR	Indian Rupee	INMU
JPY	Japanese Yen	JPTO
KRW	Korean Won	KRSE
MXN	Mexican Peso (New)	MXMC
MYR	Malaysian Ringgit	MYKL
NOK	Norwegian Krone	NOOS
NZD	New Zealand Dollar	NZAU and NZWE
PHP	Phillipine Peso	PHMA
PLN	Polish Zloty	PLWA
RON	Romanian Leu	ROBU
RUB	Russian Ruble	RUMO
SAR	Saudi Arabian Riyal	SARI
SEK	Swedish Krona	SEST
SGD	Singapore Dollar	SGSI
THB	Thai Baht	THBA

Fixed for Floating Interest Rate Swaps

TRY	Turkish Lira	TRIS
TWD	Taiwan Dollar	TWTA
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJ0

Fixed Floating Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Fixed Floating Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Fixed Floating Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP	Plus Two Banking Days
CAD, GBP	Plus Zero

Fixed Floating Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Fixed Floating Notional Amounts

Currency	Minimum	Increment	Maximum	Default
AUD	25,000,000	100,000	N/A	N/A
BRL	5,000,000	100,000	N/A	N/A
CAD	25,000,000	1,000,000	N/A	N/A
CHF	5,000,000	100,000	N/A	N/A
CLP	5,000,000	100,000	N/A	N/A
CNH	5,000,000	100,000	N/A	N/A
CNY	5,000,000	100,000	N/A	N/A
COP	5,000,000	100,000	N/A	N/A
CZK	5,000,000	100,000	N/A	N/A
DKK	5,000,000	100,000	N/A	N/A
EUR	25,000,000	100,000	N/A	N/A
GBP	25,000,000	100,000	N/A	N/A
HKD	25,000,000	100,000	N/A	N/A
HUF	5,000,000	100,000	N/A	N/A
ILS	5,000,000	100,000	N/A	N/A

Fixed for Floating Interest Rate Swaps

INR	5,000,000	100,000	N/A	N/A
JPY	2,500,000,000	100,000,000	N/A	N/A
KRW	5,000,000	100,000	N/A	N/A
MXN	10,000,000	1,000,000	N/A	N/A
MYR	5,000,000	100,000	N/A	N/A
NOK	5,000,000	100,000	N/A	N/A
NZD	5,000,000	100,000	N/A	N/A
PHP	5,000,000	100,000	N/A	N/A
PLN	5,000,000	100,000	N/A	N/A
RON	5,000,000	100,000	N/A	N/A
RUB	5,000,000	100,000	N/A	N/A
SAR	5,000,000	100,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
SGD	5,000,000	100,000	N/A	N/A
THB	5,000,000	100,000	N/A	N/A
TRY	5,000,000	100,000	N/A	N/A
TWD	5,000,000	100,000	N/A	N/A
USD	25,000,000	1,000,000	N/A	N/A
ZAR	5,000,000	100,000	N/A	N/A

Fixed Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
AUD-AONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
AUD-AONIA-OIS-COMPOUND-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-AUBBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSY (BID)	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Swap Rate-Reuters	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

BRL-CDI-CETIP	See below	N/A	See below	See below
CAD-BA-CDOR	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-CORRA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CAD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-BBA-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
CAD-REPO-CORRA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-ISDD	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
CHF USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-ISDAFIX-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-TOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CLP-CLICP-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CNH-HIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CNH-HIBOR-TMA	All quoted tenors	N/A	Per ISDA 2006	N
CNY-CNREPOFIX=CFXS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CNY-Semi-Annual Swap Rate-11:00-	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

BGCANTOR					
CNY-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
CNY-SHIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
COP-IBR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
CZK-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N	
CZK-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
CZK-PRIBOR-PRBO	All quoted tenors	N/A	Per ISDA 2006	N	
CZK-PRIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
DKK-CIBOR-DKNA13	All quoted tenors	N/A	Per ISDA 2006	N	
DKK-CIBOR-DKNA13-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
DKK-CIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
DKK-CIBOR2-DKNA13	All quoted tenors	N/A	Per ISDA 2006	N	
DKK-CITA-DKNA14-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
DKK-DKKOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N	
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	

Fixed for Floating Interest Rate Swaps

EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-RONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-ATHIBOR	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIMID-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GRD-ATHIMID-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HIBOR=	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-HKAB-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
HKD-HONIX-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-ISDA-Swap Rate-4:00	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
HKD-Quarterly-Annual Swap Rate-	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaps

4:00-BGCANTOR					
HKD-Quarterly-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
HUF-BUBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
HUF-BUBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
ILS-TELBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
ILS-TELBOR01-Reuters	All quoted tenors	N/A	Per ISDA 2006	N	
INR-FBIL-MIBOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
JPY USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-BBSF-Bloomberg-10:00	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-BBSF-Bloomberg-15:00	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-ISDA-Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-ISDA-Swap Rate-15:00	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006		GBLO (Applies to Both Legs)
JPY-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006		GBLO (Applies to Both Legs)
JPY-LIBOR-FRASET	All quoted tenors	N/A	Per ISDA 2006		GBLO (Applies to Both Legs)
JPY-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006		GBLO (Applies to Both Legs)
JPY-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006		GBLO (Applies to Both Legs)
JPY-MUTANCALL-TONAR	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-TIBM (10 Banks)	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-TIBM (5 Banks)	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-TIBM (All Banks)	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-TIBM (All Banks)-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-TIBM-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TIBOR-ZTIBOR	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N	
JPY-TSR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N	

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JPY-TSR-Reuters-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
KRW-CD-3220	All quoted tenors	N/A	Per ISDA 2006	N
KRW-CD-KSDA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
MYR-KLIBOR-BNM	All quoted tenors	N/A	Per ISDA 2006	N
MYR-KLIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-NIBR	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-NIBR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NOK-NIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-BID	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-FRA	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
NZD-BBR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
NZD-NZIONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
NZD-Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
NZD-Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PHP-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
PHP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PLN-WIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PLN-WIBOR-WIBO	All quoted tenors	N/A	Per ISDA 2006	N
PLZ-WIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
PLZ-WIBOR-WIBO	All quoted tenors	N/A	Per ISDA 2006	N
RON-RBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
RUB-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
RUB-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

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RUB-MOSPRIME-NFEA	All quoted tenors	N/A	Per ISDA 2006	N
RUB-MOSPRIME-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SAR-SRIOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SAR-SRIOR-SUAA	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-VWAP-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
THB-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
THB-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
THB-SOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
THB-SOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N

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THB-SOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
THB-THBFIX-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
TRY-TRYIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Quarterly-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Quarterly-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Reuters-6165	All quoted tenors	N/A	Per ISDA 2006	N
TWD-Telerate-6165	All quoted tenors	N/A	Per ISDA 2006	N
TWD-TWCPBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N

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USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-SOFR-COMPOUND	All quoted tenors	N/A	Prior to publication of a supplement to ISDA 2006 including USD-SOFR-COMPOUND, not applicable and thereafter, per ISDA 2006	No
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-	All quoted tenors	N/A	Per ISDA 2006	N

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SwapMarker99				
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

Definition of BRL Floating Rate Option

Floating Amount:	Notwithstanding anything to the contrary
$FX \text{ Rate} \times \text{Currency Amount} \times \left[\prod_{j=1}^N \left(1 + \frac{\text{Relevant Rate}_j}{252} \right) - 1 \right]^{252/N}$	
	<p>Where: <i>N</i>=number of Reset Dates in the Calculation Period <i>j</i>=a particular Reset Date <i>Relevant Rate</i>=the Relevant Rate for instance <i>j</i> of Reset Date</p>
BRL-CDI-CETIP:	<p>For any Reset Date, the Overnight Brazilian Interbank Deposit Rate Annualized, known as the average (“Media”) of the DIOVER- EXTRA Group as published by CETIP (<i>Câmara de Custódia e Liquidação</i>) (the “Overnight CDI Rate”) for such date; provided that (i) such rate is published not later than 12:00 p.m. on the Brazil Business Day next following such Reset Date and (ii) any adjustments made by CETIP to such rate at any time later than the end of the business day on such Reset Date shall not be taken into account.</p> <p>If for any Reset Date there is no published Overnight CDI Rate (including as a result of the proviso above), CDI for the relevant Reset Date will be the overnight deposit rate published for such date by the BM&F in accordance with its rules (see http://www.bmf.com.br/portal/pages/boletim1/bd_manual/indicadoreFinanceiros1.asp, or any successor page).</p> <p>If the BM&F does not publish such a rate for such date, CDI for the relevant Reset Date shall be determined jointly by the parties.</p> <p>If the parties do not agree on a determination of such rate within one Brazil Business Day following the relevant Reset Date, CDI</p>

	shall be determined through a CDI Reference Dealer Poll as described herein. If CDI for a Reset Date is not so determined by a CDI Reference Dealer Poll, BRL-CDI-Reference Dealers shall apply.
BRL-CDI-Reference Dealers:	If applicable for a Reset Date as set forth above, the Calculation Agent shall conduct up to four dealer polls commencing on the Brazil Business Day following the relevant Reset Date, in each case by requesting each of the CDI Reference Dealers to provide a quotation of the CDI. If at least four such quotations are obtained from CDI Reference Dealers in any such poll, the highest and lowest quotations will be disregarded and CDI for the relevant Reset Date will equal the arithmetic mean of the remaining quotations. If fewer than four such quotations are obtained from a poll, the Calculation Agent shall conduct additional such polls until four such quotations are obtained in any poll; provided that the Calculation Agent shall not conduct more than four polls in the aggregate (with not more than two polls on any day and with such polls conducted over not more than two Brazil Business Days). If four quotations are not obtained from any of such four polls, CDI shall not be determined by a CDI Reference Dealer Poll.
CDI Reference Dealers:	At least six and not more than eight leading onshore dealers in the CDI market selected by the Calculation Agent.
Reset Dates (“resetDate”):	Each Scheduled Reset Date (as defined in the BRL CDI Best Practices).
Reset Dates Business Days:	As specified by the parties from among the Available BR Business Days.
Available BR Business Days:	Any of BR{SP,RJ, BR} and not otherwise declared a financial market holiday by the BM&F.

Definition of USD-SOFR-COMPOUND

From and after the date on which ISDA publishes a supplement to ISDA 2006 containing a definition of USD-SOFR-COMPOUND, per ISDA 2006

Prior to such date:

“USD-SOFR-COMPOUND” means that the rate for a Reset Date, calculated in accordance with the formula set forth below in this subparagraph, will be the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is SOFR). Upon the occurrence of a USD-SOFR-COMPOUND Index Cessation Event, the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to the rate (inclusive of any spreads or adjustments) formally designated, nominated or recommended as the replacement for SOFR by the Federal Reserve Board or a committee officially endorsed or convened by the Federal Reserve Board for purposes of designating, nominating or recommending a replacement for SOFR (which rate may be produced by the Federal Reserve Bank of New York or another administrator). If no such rate is formally designated, nominated or recommended within one U.S. Government Securities Business Day of the USD-SOFR-COMPOUND Index Cessation Event, the rate for each day in a Calculation Period occurring on or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to OBFR. If at the time of the USD-SOFR-COMPOUND Index Cessation Event, publication of OBFR has been permanently or indefinitely discontinued, it has been publicly announced that OBFR will be permanently or indefinitely discontinued as of a specific date or there has been a public statement by a regulator or other official sector entity prohibiting the use of OBFR (which statement applies to, but need not be limited to, Swap Transactions, including existing Swap Transactions), then the rate for each day in a Calculation Period occurring on

or after the USD-SOFR-COMPOUND Index Cessation Effective Date will be determined as if references to SOFR were references to the FOMC Target Rate.

“USD-SOFR-COMPOUND” will be calculated as follows, and the resulting percentage will be rounded, if necessary, in accordance with the method set forth in Section 8.1(a):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“d₀”, for any Calculation Period, is the number of U.S. Government Securities Business Days in the relevant Calculation Period;

“i” is a series of whole numbers from one to d₀, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Calculation Period;

“SOFR” is the daily Secured Overnight Financing Rate provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve’s Website;

“SOFR_i”, for any day “i” in the relevant Calculation Period, is a reference rate equal to SOFR in respect of that day as published on or about 8:00 a.m., New York City time, on the U.S. Government Securities Business Day immediately following that day “i”. If, by 5:00 p.m., New York City time, on the U.S. Government Securities Business Day immediately following any day “i”, SOFR in respect of such day “i” has not been published and a USD-SOFR-COMPOUND Index Cessation Event has not occurred, then SOFR_i for that day “i” will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the Federal Reserve’s Website;

“n_i” is the number of calendar days in the relevant Calculation Period on which the rate is SOFR_i;

“d” is the number of calendar days in the relevant Calculation Period;

“USD-SOFR-COMPOUND Index Cessation Event” means the occurrence of one or more of the following events:

- (d) a public statement by the Federal Reserve Bank of New York (or a successor administrator of SOFR) announcing that it has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR;
- (e) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of SOFR) has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR; or
- (f) a public statement by a regulator or other official sector entity prohibiting the use of SOFR that applies to, but need not be limited to, Swap Transactions, including existing Swap Transactions;

“USD-SOFR-COMPOUND Index Cessation Effective Date” means, in respect of a USD-SOFR-COMPOUND Index Cessation Event, the date on which the Federal Reserve Bank of New York (or a successor administrator of SOFR) ceases to publish SOFR or the date as of which SOFR may no longer be used; and

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“OBFR” is the daily Overnight Bank Funding Rate as provided by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve’s Website.

“FOMC Target Rate” is the short-term interest rate target set by the Federal Open Markets Committee and published on the Federal Reserve’s Website or, if the Federal Open Markets Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Markets Committee and published on the Federal Reserve’s Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, in accordance with the method set forth in Section 8.1(c))

“Federal Reserve’s Website” means the website of the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov>, or any Successor Source.

Fixed Floating Requirements and Defaults (Excluding Optional Early Termination and Mandatory Early Termination)

Variable	Requirement	Default
Effective Date Business Day Convention:		No Adjustment
Termination Date Business Day Convention:		No Adjustment
Period End Dates:		Payment Dates
Payment Date Business Day Convention:		Modified Following
Linear Interpolation:		Applicable only to long or short stub periods
Designated Maturities for Linear Interpolation:		Tenors quoted next shorter and longer than the actual Calculation Period length
Compounding:		Inapplicable
Compounding Business Day Convention:	Same as Business Day Convention for Period End Dates	
Method of Averaging:	Weighted Average or Unweighted Average	Unweighted Average
Compounding Method:	Straight Compounding, Flat Compounding, Spread Exclusive Compounding	
ISDA MTM Matrix:		Applicable (to Mark-to-Market Cross Currency Swaps)
Initial Exchange Date:		Effective Date
Initial Exchange Date Business Day Convention:		Following
Interim Exchange Date Business Day Convention:		Modified Following
Final Exchange Date:		Termination Date
Final Exchange Date Business Day Convention:		Modified Following

Fixed Floating Requirements and Defaults (Optional Early Termination and Mandatory Early Termination)

Setting	Requirement	Default
Optional Early Termination:		Inapplicable
Mandatory Early Termination:		Inapplicable
Option Style:	American, Bermuda, European	
Cash Settlement:	Required for Mandatory Early	Applicable (i.e., Transaction is not

Fixed for Floating Interest Rate Swaps

	Termination	“torn up for no value”)
Optional Early Termination Date:		Cash Settlement Payment Date
Optional Early Termination Date Business Day Convention:		Following
Mandatory Early Termination Date Business Day Convention		Modified Following

Fixed Floating Requirements and Defaults (Optional Early Termination—Exercise)

Setting	Requirement	Default
Commencement Date:	American only	
Partial Exercise:		Inapplicable
Multiple Exercise:		Inapplicable
Exercise Business Day:		Banking Day for cash Settlement Currency (TARGET Settlement Day for EUR)
Latest Exercise Time:	On Expiration Date, the Expiration Time	Other than Expiration Date, the Expiration Time

Fixed Floating Requirements and Defaults (Cash Settlement)

Setting	Requirement/Choices	Default
Cash Settlement Amount:		
ISDA Cross Currency Settlement Matrix:		Applicable, if cross currency swap with currency pair included in Matrix
ISDA Settlement Matrix:		Applicable, if single currency swap with Currency included in Matrix
Cash Settlement Valuation Time:		
Cash Settlement Valuation Date:		Two Valuation Business Days before Mandatory/Optional Early Termination Date but same day for CAD, GBP or DKK with Floating Rate Option of “DKK-CIBOR-DKNA13” or “DKK-CIBOR-DKNA13-Bloomberg”
Valuation Business Day:		Banking Days in locations per the Business Day Location Table, plus additional days required by for fixings under the Floating Rate Option(s)
Cash Settlement Payment Date Business Day Convention:		Following
Cash Settlement Method:	Cash Price Cash Price—Alternate Method Collateralized Cash Price Par Yield Curve—Adjusted Par Yield Curve—Unadjusted Zero Coupon Yield—Adjusted	
Cash Settlement Currency:		For single currency, same as Notional Amount, otherwise as specified in ISDA Master Agreement, or otherwise same as

Fixed for Floating Interest Rate Swaps

		Notional Amount for Fixed Amount
Settlement Rate:	ISDA Source/Other Price Source/Reference Banks	
Cash Settlement Reference Banks:		Fallbacks per ISDA 2006 Definitions
Quotation Rate:	bid ask mid Exercising Party Pays (Optional Early Termination Only)	

Fixed for Floating Interest Rate Swaptions
Terms and Conditions

Summary:	This covers fixed for floating interest rate swaptions (“Fixed for Floating Interest Rate Swaptions”).
Limitations on Available Selections and Default Settings:	<p>The terms under which a Fixed for Floating Interest Rate Swaption may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies.</p> <p>Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY).</p> <p><u>In that case the default settings may vary by market.</u></p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA Settlement Matrix (if Optional Early Termination applies) (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Fixed Floating
Further Limitations:	None
Terms:	
Terms of “Underlying Swap Transaction”:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.

Fixed for Floating Interest Rate Swaptions

Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Fixed Rate Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
initial Floating Rate:	As specified by the parties.
Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”)	As specified by the parties.
Linear Interpolation:	For the Calculation Periods specified by the parties.
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Longer Designated Maturity for Linear Interpolation	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Method of Averaging:	As specified by the parties.
Compounding:	As specified by the parties.

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Compounding Dates	In the event Compounding is selected, as selected by the parties.
Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Swaption Terms:	
Option Style:	As specified by the parties.
Seller:	As specified by the parties.
Buyer:	As specified by the parties.
Seller's Agent:	As specified by the parties.
Premium:	As specified by the parties.
Premium Payment Date:	As specified by the parties.
Business Day Convention for Premium Payment Date:	As specified by the parties.
Business Days for Payments:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Exercise Business Days:	As specified by the parties.
Swaption Procedure for Exercise:	
Commencement Date:	As specified by the parties, if the Option Style is American.
Bermuda Option Exercise Dates:	As specified by the parties, if the Option Style is Bermuda.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Earliest Exercise Time:	As specified by the parties.
Latest Exercise Time:	As specified by the parties.
Exercise Business Day:	As specified by the parties.
Partial Exercise:	As specified by the parties, if Option Style is European.
Multiple Exercise:	As specified by the parties, if Option Style is American or Bermuda.
Minimum Notional Amount:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Maximum Notional Amount:	As specified by the parties if Multiple Exercise is specified.
Integral Multiple:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Automatic Exercise:	As specified by the parties.
Threshold:	As specified by the parties if Automatic Exercise is specified.
Fallback Exercise:	As specified by the parties (if required) .
Swaption Settlement Terms:	
Cash Settlement	As specified by the parties.
Physical Settlement	As specified by the parties.
Cleared Physical Settlement	As specified by the parties.

Fixed for Floating Interest Rate Swaptions

ISDA Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable to a single currency Underlying Swap Transaction.
ISDA Cross Currency Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable and the Underlying Swap Transaction is a cross-currency Transaction where the currency pair is included in the Matrix.
Cash Settlement Valuation Time:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Valuation Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Valuation Business Days:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date Business Days Convention:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Method:	If Cash Settlement is applicable, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Currency:	If Cash Settlement is applicable, and “Cash Price” or “Cash Price—Alternate” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Settlement Rate:	If Cash Settlement is applicable, and “Par Yield Curve—Adjusted,” “Par Yield Curve—Unadjusted” or “Zero Coupon Curve—Adjusted” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Reference Banks:	As specified by the parties, if Settlement Rate is applicable.
Cash Settlement Reference Banks:	If Cash Settlement is applicable, as specified by the parties.
Quotation Rate:	If Cash Settlement is applicable, as specified by the parties from among the Available Quotation Rates.
Calculation Agent:	As agreed by the parties.

Fixed for Floating Interest Rate Swaptions

Fixed Floating Swaptions Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
CAD	Canadian Dollar	CATO
CHF	Swiss Franc	CHZU
EUR	Euro	EUTA
GBP	Sterling	GBLO
ILS	Israeli Shekel	ILTA
JPY	Japanese Yen	JPTO
MXN	Mexican Peso (New)	MXMC
SAR	Saudi Arabian Riyal	SARI
SEK	Swedish Krona	SEST
SGD	Singapore Dollar	SGSI
TRY	Turkish Lira	TRIS
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJ0

Fixed Floating Swaptions Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Fixed Floating Swaptions Underlying Swap Transaction Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Fixed Floating Swaptions Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP, MXN	Plus Two Banking Days
MXN	Plus One Banking Day
CAD, GBP	Plus Zero

Fixed Floating Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Fixed for Floating Interest Rate Swaptions

Fixed Floating Swaptions Underlying Swap Transaction Notional Amounts

Currency	Minimum	Increment	Maximum	Default
AUD	25,000,000	100,000	N/A	N/A
CAD	5,000,000	100,000	N/A	N/A
CHF	10,000,000	1,000,000	N/A	N/A
EUR	25,000,000	100,000	N/A	N/A
GBP	25,000,000	100,000	N/A	N/A
ILS	5,000,000	100,000	N/A	N/A
JPY	2,500,000,000	100,000,000	N/A	N/A
MXN	10,000,000	1,000,000	N/A	N/A
SAR	5,000,000	100,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
SGD	5,000,000	100,000	N/A	N/A
TRY	5,000,000	100,000	N/A	N/A
USD	25,000,000	1,000,000	N/A	N/A
ZAR	5,000,000	100,000	N/A	N/A

Fixed Floating Swaptions Underlying Swap Transaction Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
AUD-AONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
AUD-AONIA-OIS-COMPOUND-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-AUBBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSW-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-BBSY (BID)	All quoted tenors	N/A	Per ISDA 2006	N
AUD-BBR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
AUD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Quarterly Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
AUD-Swap Rate-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-CDOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
CAD-BA-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-BA-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
CAD-TBILL-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-BBA-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
CAD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CAD-REPO-CORRA	All quoted tenors	N/A	Per ISDA 2006	N
CAD-CORRA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
CAD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-ISDAFIX-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
CHF-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
CHF-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
CHF-TOIS-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-RONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
ILS-TELBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ILS-TELBOR01-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
JPY USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-BBSF-Bloomberg-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-ISDA-Swap Rate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
JPY-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-FRASET	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
JPY-MUTANCALL-TONAR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (10 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (5 Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM (All Banks)-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-TIBM-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-ZTIBOR	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TONA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Reuters-15:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TSR-Telerate-15:00	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIIE-Banxico	All quoted tenors	N/A	Per ISDA 2006	N
SAR-SRIOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SAR-SRIOR-SUAA	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
SGD-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-ICAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SONAR-OIS-VWAP-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP	All quoted tenors	N/A	Per ISDA 2006	N
SGD-SOR-VWAP-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TRY-Annual Swap Rate-11:15-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
TRY-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TRY-TRYIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
TRY-TRYIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N

Fixed for Floating Interest Rate Swaptions

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME-AVERAGE-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

Fixed Floating Swaption Underlying Swap Transaction Requirements and Defaults

Variable	Requirement	Default
Effective Date Business Day Convention		No Adjustment
Termination Date Business Day Convention		No Adjustment
Period End Dates		Payment Dates
Payment Date Business Day Convention		Modified Following

Fixed for Floating Interest Rate Swaptions

Linear Interpolation		Applicable only to long or short stub periods
Designated Maturities for Linear Interpolation		Tenors quoted next shorter and longer than the actual Calculation Period length
Compounding		Inapplicable
Compounding Business Day Convention	Same as Business Day Convention for Period End Dates	
Method of Averaging	Weighted Average or Unweighted Average	Unweighted Average
Compounding Method	Compounding or Flat Compounding	Compounding

Fixed Floating Swaption Requirements and Defaults

Setting	Requirement	Default
Option Style:	American, Bermuda, European	
Premium Payment Date Business Day Convention		Following

Fixed Floating Swaption Requirements and Defaults (Swaption—Exercise)

Setting	Requirement	Default
Commencement Date:	American only	
Partial Exercise:		Inapplicable
Multiple Exercise:		Inapplicable
Exercise Business Day		Banking Day for cash Settlement Currency (TARGET Settlement Day for EUR)
Latest Exercise Time	On Expiration Date, the Expiration Time	Other than Expiration Date, the Expiration Time
Automatic Exercise Threshold		

Fixed Floating Swaption Requirements and Defaults (Swaption Cash Settlement)

Setting	Requirement/Choices	Default
Cash Settlement Amount		
ISDA Settlement Matrix		Applicable, if single currency swap with Currency included in Matrix
ISDA Cross Currency Settlement Matrix		Applicable, if cross currency swap with currency pair included in Matrix
Cash Settlement Valuation Time		
Cash Settlement Valuation Date		Two Valuation Business Days before Mandatory/Optional Early Termination Date but same day for CAD, GBP or DKK with Floating Rate Option of “DKK-CIBOR-DKNA13” or “DKK-CIBOR-DKNA13-Bloomberg”
Valuation Business Day		Banking Days in locations per the Business Day Location Table, plus additional days required by for

Fixed for Floating Interest Rate Swaptions

		fixings under the Floating Rate Option(s)
Cash Settlement Payment Date Business Day Convention		Following
Cash Settlement Method	Cash Price Cash Price—Alternate Method Collateralized Cash Price Par Yield Curve—Adjusted Par Yield Curve—Unadjusted Zero Coupon Yield—Adjusted	
Cash Settlement Currency		For single currency, same as Notional Amount, otherwise as specified in ISDA Master Agreement, or otherwise same as Notional Amount for Fixed Amount
Settlement Rate	ISDA Source/Other Price Source/Reference Banks	
Cash Settlement Reference Banks		Fallbacks per ISDA 2006 Definitions
Quotation Rate	bid ask mid	

Forward Rate Agreements (Uncleared)**Terms and Conditions**

Summary:	This covers uncleared forward rate agreements (“Forward Rate Agreements” or “FRAs”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an FRA may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET”/EUTA is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>These terms and conditions incorporate by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA OTC Taxonomies (c) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.2.4 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	FRA
ISDA OTC Sub-Product:	N/A
Further Limitations:	None

Forward Rate Agreements (Uncleared)

Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“adjustedEffectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“adjustedTerminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Rate Payer (“buyerPartyReference”):	As specified by the parties.
Fixed Rate (“fixedRate”):	As specified by the parties.
Floating Rate Payer (“sellerPartyReference”):	As specified by the parties.
Payment Date (“paymentDate”):	As specified by the parties.
Floating Rate Option (“floatingIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”):	As specified by the parties.
Spread:	As specified by the parties.
Floating Rate Day Count Fraction (“dayCountFraction”):	As specified by the parties.
Reset Date:	The Effective Date.
Discounting (“fraDiscounting”):	As specified by the parties.
Business Days:	As specified by the parties.
Calculation Agent:	As specified by the parties.

FRA Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
CAD	Canadian Dollar	CATO
CHF	Swiss Franc	CHZU
CZK	Czech Koruna	CZPR
DKK	Danish Krone	DKCO
EUR	Euro	EUTA
GBP	Sterling	GBLO
HUF	Hungarian Forint	HUBU
ILS	Israeli Shekel	ILTA
JPY	Japanese Yen	JPTO
NOK	Norwegian Krone	NOOS
NZD	New Zealand Dollar	NZAU and NZWE
PLN	Polish Zloty	PLWA
SEK	Swedish Krona	SEST
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJO

FRA Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment

Forward Rate Agreements (Uncleared)

Preceding

FRA Available Day Count Fractions

ISDA Name
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)
1/1

FRA Notional Amounts

Currency	Minimum	Increment	Maximum	Default
AUD	5,000,000	100,000	N/A	N/A
CAD	5,000,000	100,000	N/A	N/A
CHF	5,000,000	100,000	N/A	N/A
CZK	5,000,000	100,000	N/A	N/A
DKK	5,000,000	100,000	N/A	N/A
EUR	5,000,000	100,000	N/A	N/A
GBP	5,000,000	100,000	N/A	N/A
HUF	5,000,000	100,000	N/A	N/A
ILS	5,000,000	100,000	N/A	N/A
JPY	500,000,000	10,000,000	N/A	N/A
NOK	5,000,000	100,000	N/A	N/A
NZD	5,000,000	100,000	N/A	N/A
PLN	5,000,000	100,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
USD	10,000,000	1,000,000	N/A	N/A
ZAR	5,000,000	100,000	N/A	N/A

FRA Floating Rate Options and Defaults

Currency	Floating Rate Option (any from ISDA 2006 if not specified)	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations	Default for Currency (Y/N)
AUD				Actual/360	N	
CAD						
CHF						
CZK				Actual/360	N	
DKK						
EUR						
GBP						
HUF						
ILS	ILS-TELBOR01-Reuters	All quoted	N	Per ISDA 2006	N	Y
JPY						
NOK						
NZD	NZD-BBR-FRA	All quoted	N	Per ISDA 2006	N	Y

Forward Rate Agreements (Uncleared)

PLN						
SEK						
USD	USD-LIBOR- BBA		3M	Actual/360	GBLO	Y
ZAR						

FRA Discounting Types

ISDA Name	FpML	Default for (Currency)
FRA Discounting	ISDA	All but AUD
FRA Yield Discounting	AFMA	AUD
None	NONE	None

Forward Rate Agreements – CME Cleared**Terms and Conditions**

Summary:	This covers forward rate agreements (“FRAs”) cleared by the Chicago Mercantile Exchange Inc. (“CME”).
Limitations on Available Selections and Default Settings:	The terms under which a Forward Rate Agreement/CME Cleared may be traded are as specified in these terms and conditions, which incorporate the CME Rulebook, in particular Chapters 900 and 901 (and any successor provisions) and the CME Cleared IRS Product Scope (or any successor). By electing to trade a Forward Rate Agreement/CME Cleared, participants are representing that they are familiar with the CME Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the CME Rulebook as in effect from time to time. The CME Rulebook itself may incorporate certain additional standards, such as the 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and CME contracts, since the CME may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	FRA
ISDA OTC Sub-Product(s):	N/A
Further Limitations:	Must comply with CME Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the CME Rulebook.
Effective Date:	As per the CME Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to the limitations in the CME Rulebook. This may vary from period to period to the extent permitted by the CME Rulebook. The CME Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the CME Rulebook.
Business Days:	As per the CME Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the CME Rulebook.
Trade Date:	As per the CME Rulebook.
Settlement:	As per the CME Rulebook, in advance or arrears.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the CME Rulebook.

Forward Rate Agreements – CME Cleared

Termination Date Business Day Convention:	As per the CME Rulebook, and thus subject to limitations based on other terms of the transaction.
Fixed Rate Payer Payment Dates:	As per the CME Rulebook.
Fixed Amount:	As per the CME Rulebook, which may permit use of a schedule.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the CME Rulebook.
Floating Rate Payer Payment Dates:	As per the CME Rulebook.
Floating Amount:	As per the CME Rulebook.
Floating Rate Option:	As determined by the parties, subject to the CME Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set
Designated Maturity:	As per the CME Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the CME Rulebook.
Reset Dates:	As the per CME Rulebook.
Floating Rate Daycount Fraction:	As per the CME Rulebook.
FRA Discounting:	As per CME Rulebook, which may require different discounting conventions depending on payment convention.
Fixed Rate Payer:	As determined by the parties.
Floating Rate Payer:	As determined by the parties.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.
Payment Date for Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.

Forward Rate Agreements – LCH Cleared**Terms and Conditions**

Summary:	This covers forward rate agreements (“FRAs”) cleared by LCH.Cleernet (“LCH”).
Limitations on Available Selections and Default Settings:	The terms under which a Forward Rate Agreement/LCH Cleared may be traded are as specified in these terms and conditions, which incorporate the LCH Rulebook, in particular Schedule 4A (or any successor provisions). By electing to trade a Forward Rate Agreement/LCH Cleared, participants are representing that they are familiar with the LCH Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the LCH Rulebook as in effect from time to time. The LCH Rulebook itself may incorporate certain additional standards, such as the 2000 ISDA Definitions and 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and LCH contracts, since the LCH may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	FRA
ISDA OTC Sub-Product:	N/A
Further Limitations:	Must comply with LCH Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the LCH Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the LCH Rulebook. This may vary from period to period to the extent permitted by the LCH Rulebook. The LCH Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the LCH Rulebook.
Trade Date:	As per the LCH Rulebook.
Effective Date:	As per the LCH Rulebook.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the LCH Rulebook.
Payer for Additional Payment/Fees:	As determined by the parties, subject to the limitation in the LCH Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to the limitation in the LCH Rulebook.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to limitations in the LCH Rulebook, which may limit the earliest or

Forward Rate Agreements – LCH Cleared

	latest day on which such fees may be paid based on Currency or other factors.
Business Days:	As per the LCH Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the LCH Rulebook.
Fixed Rate Payer:	As determined by the parties.
Fixed Rate Payer Payment Dates:	As per the LCH Rulebook.
Fixed Amount:	As per the LCH Rulebook, which may permit use of a schedule.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the LCH Rulebook.
Floating Rate Payer:	As determined by the parties.
Floating Rate Payer Payment Dates:	As per the LCH Rulebook.
Floating Amount:	As per the LCH Rulebook.
Floating Rate Option:	As determined by the parties, subject to the LCH Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	As per the LCH Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the LCH Rulebook.
Reset Dates:	As the per LCH Rulebook.
Floating Rate Daycount Fraction:	As per the LCH Rulebook.
FRA Discounting:	As per the LCH Rulebook.
Discount Rate	As per the LCH Rulebook.
FRA Yield Discounting:	As per the LCH Rulebook.
Negative Interest Rates:	As per the LCH Rulebook, which may require use of a single method.
Withholding and Tax:	As per the LCH Rulebook.
Governing Law:	As per the LCH Rulebook, which may dictate the law applicable to the Transaction.

iBoxx Index Swaps**Terms and Conditions**

Summary:	This covers iBoxx index swaps (each, an “iBoxx Index Swap”) on a bilateral basis.
Limitations on Available Selections and Default Settings:	<p>The terms under which an iBoxx Index Swap may be traded are shown below and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency and any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <p>(a) 2006 ISDA Definitions</p> <p>(b) the iBoxx Index Transaction Standard Terms Supplement (current version or as specified by the parties) (“iBoxx STS”)</p> <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Total Return Swap Index
ISDA OTC Sub-Product:	iBoxx
ISDA OTC Transaction type:	N/A

Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Effective Date (“effectiveDate”):	The Business Day following the Trade Date, unless otherwise agreed by the parties.
Effective Date Business Days:	The Business Days specified below, unless otherwise specified by the parties.
Effective Date Business Day Convention:	The Business Day Convention specified below, unless otherwise specified by the parties.
Termination Date (“terminationDate”):	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Notional Amount (“notional”):	An amount specified by the parties, which will be in the relevant Settlement Currency (unless otherwise agreed by the parties).
Index	As specified by the parties from among the Available Indices.
Index Buyer:	As agreed by the parties.
Index Seller:	As agreed by the parties.
Calculation Agent:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Settlement Currency:	The currency in which the Index is denominated.
Business Days:	As specified in the iBoxx STS for the relevant Settlement Currency, unless otherwise agreed by the parties.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	Index Buyer
Floating Rate Payer Period End Dates:	As specified in the iBoxx STS, unless otherwise agreed by the parties
Floating Rate Payer Payment Dates:	As specified in the iBoxx STS, unless otherwise agreed by the parties
Linear Interpolation:	As specified in the iBoxx STS, unless otherwise agreed by the parties
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, per the Definitions unless otherwise agreed by the parties.
Longer Designated Maturity for Linear Interpolation	For a Calculation Period to which Linear Interpolation applies per the Definitions unless otherwise agreed by the parties.
Floating Rate Option:	As specified by the parties.
Floating Rate for the initial Calculation Period	As specified by the parties.
Spread:	As specified by the parties.
Designated Maturity (“indexTenor”)	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Floating Rate Day Count Fraction:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Reset Dates (“resetDate”):	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Payment Dates Business Days:	The Business Days specified above, unless otherwise agreed by the parties.
Business Days (Other Than Payment Dates):	The Business Days specified above, unless otherwise agreed by the parties.
Business Day Convention (Other Than Payment Dates):	The Business Day Convention specified above, unless otherwise specified by the parties.

Index Return Amount:	
Index Return Amount Payment Date:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Initial Fixing Amount:	As agreed by the parties and rounded as specified in the iBoxx STS (unless the parties otherwise agree).
Final Fixing Amount:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Scheduled Final Fixing Date:	As specified by the parties, subject to the Business Day Convention (unless the parties otherwise agree).
Final Fixing Date:	As specified in the iBoxx STS, unless otherwise agreed by the parties.
Index Adjustment and Index Discontinuance Events:	As specified in the iBoxx STS, unless otherwise agreed by the parties.

iBoxx Index Available Currencies and Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
EUR	Euro	EUTA and GBLO
GBP	Sterling	EUTA and GBLO
USD	United States Dollars	USNY

iBoxx Index Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

iBoxx Index Available Indices

Name	Currency
iBoxx EUR Corporates	EUR
iBoxx EUR Liquid High Yield Index	EUR
iBoxx GBP Corporates	GBP
iBoxx USD Domestic Corporates	USD
iBoxx USD Liquid High Yield Index	USD
iBoxx USD Liquid Investment Grade Index	USD
iBoxx USD Liquid Leveraged Loans Index	USD

iBoxx Index Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

iBoxx Index Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)

iBoxx Index Swaps

USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate-T500	All quoted tenors	N/A	Per ISDA 2006	N
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N

iBoxx Index Swaps

EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
GBP-SONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-RONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N

Inflation Swaps**Terms and Conditions**

Summary:	This covers inflation swaps (“Inflation Swaps”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Inflation Swap may be traded are as specified in these terms and conditions or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (e.g., London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) 2008 ISDA Inflation Derivatives Definitions, including Supplements 1 and 2 thereto and any other Supplements through Trade Date (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Inflation
Further Limitations:	None
Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance

	with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Fixed Amount:	As specified by the parties (in lieu of all items other than Payment Date(s)).
Fixed Rate Payment Date (“unadjustedPaymentDate”):	As specified by the parties.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
initial Floating Rate:	As specified by the parties.
Floating Rate (“floatingRate”):	Notwithstanding the 2006 Definitions, “Floating Rate” will equal: $\frac{Index_Final}{Index_Initial} - 1$ rounded in accordance with the 2008 ISDA Inflation Derivatives Definitions and subject to the Negative Interest Rate Treatment.
Index:	As specified by the parties from among the Available Inflation Indices.
Index Initial (“initialIndexLevel”):	As specified by the parties.
Index_Final:	The Index level for the Reference Month(s) specified by the parties in the Reference Year(s) specified by the parties.
Reference Month(s):	As specified by the parties.
Reference Year(s)	As specified by the parties.
Day Count Fraction:	1/1
Reset Dates (“resetDate”):	As specified by the parties.
Method of Averaging:	As specified by the parties.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.

Inflation Swaps

Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Negative Interest Rates (“negativeInterestRateMethod”):	As selected by the parties from among the Available Treatments.
Related Bond:	The bond, if any, specified by the parties as such.
Fallback Bond (“fallbackBondApplicable”):	As selected by the parties if no Related Bond is selected.
Calculation Agent:	As agreed by the parties.

Fixed Floating Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
AUD	Australian Dollar	AUSY
EUR	Euro	EUTA
GBP	Sterling	GBLO
ILS	Israeli Shekel	ILTA
USD	United States Dollars	USNY

Fixed Floating Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Fixed Floating Available Day Count Fractions

ISDA Name
1/1

Fixed Floating Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP	Plus Two Banking Days
CAD, GBP	Plus Zero

Fixed Floating Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Fixed Floating Notional Amounts

Currency	Minimum	Increment	Maximum	Default
EUR	5,000,000	100,000	N/A	N/A
GBP	5,000,000	100,000	N/A	N/A
USD	10,000,000	1,000,000	N/A	N/A

Inflation Swap Indices

Index Name	Description
AUD-CPI	Australia: AUD – Non-revised Consumer Price Index (CPI)
AUS-CPI	Austria: AUS – Non-revised Consumer Price Index (CPI)
AUS-HICP	Austria: AUS – Non-revised Harmonised Indices of Consumer Prices (HICP)
BLG-CPI-GI	Belgium: BLG – Non-revised Consumer Price Index - General Index (CPI)
BLG-CPI-HI	Belgium: BLG – Non-revised Consumer Price Index - Health Index (CPI)
BLG-HICP	Belgium: BLG – Non-revised Harmonised Consumer Price Index (HICP)
DEM-CPI	Germany: DEM – Non-revised Consumer Price Index (CPI)
DEM-CPI-NRW	Germany: DEM – Non-revised Consumer Price Index for North Rhine-Westphalia
DEM-HICP	Germany: DEM – Non-revised Harmonised Consumer Price Index (HICP)
ESP-CPI	Spain: ESP – National-Non-revised Consumer Price Index (CPI)
ESP-HICP	Spain: ESP – Harmonised-Non-revised Consumer Price Index (HICP)
ESP-R-CPI	Spain: ESP – National-Revised Consumer Price Index (CPI).
ESP-R-HICP	Spain: ESP – Harmonised-Revised Consumer Price Index (HICP)
EUR-AI-CPI	European Union: EUR – All Items-Non-revised Consumer Price Index
EUR-AI-R-CPI	European Union: EUR – All Items–Revised Consumer Price Index
EUR-EXT-CPI	European Union: EUR – Excluding Tobacco-Non-revised Consumer Price Index
EUR-EXT-R-CPI	European Union: EUR – Excluding Tobacco–Revised Consumer Price Index
FRC-EXT-CPI	France: FRC – Excluding Tobacco-Non-Revised Consumer Price Index
FRC-HICP	France: FRC – Harmonised-Non-revised Consumer Price Index (HICP)
GRD-CPI	Greece: GRD – Non-revised Consumer Price Index (CPI)
GRD-HICP	Greece: GRD – Harmonised-Non-revised Consumer Price Index (HICP)
ILS-CPI	Israel: ILS – Non-revised Consumer Price Index (CPI)
IRL-CPI	Ireland: IRL – Non-revised Consumer Price Index (CPI)
IRL-HICP	Ireland: IRL – Harmonised-Non-revised Consumer Price Index (HICP)

ITL-BC-EXT-CPI	Italy: ITL – Inflation for Blue Collar Workers and Employees–Excluding Tobacco Consumer Price Index
ITL-BC-INT-CPI	Italy: ITL – Inflation for Blue Collar Workers and Employees-Including Tobacco Consumer Price Index
ITL-HICP	Italy: ITL – Non-revised Harmonised Consumer Price Index (HICP)
ITL-WC-EXT-CPI	Italy: ITL – Whole Community –Excluding Tobacco Consumer Price Index
ITL-WC-INT-CPI	Italy: ITL – Whole Community –Including Tobacco Consumer Price Index
LUX-CPI	Luxembourg: LUX – Non-revised Consumer Price Index (CPI)
LUX-HICP	Luxembourg: LUX – Harmonised-Non-revised Consumer Price Index (HICP)
NLG-CPI	Netherlands: NLG – Non-revised Consumer Price Index (CPI)
NLG-HICP	Netherlands: NLG – Harmonised-Non-revised Consumer Price Index (HICP)
POR-CPI	Portugal: POR – Non-revised Consumer Price Index (CPI)
POR-HICP	Portugal: POR – Harmonised-Non-revised Consumer Price Index (HICP)
UK-HICP	United Kingdom: GBP – Harmonised-Non-revised Consumer Price Index (HICP)
UK-RPI	United Kingdom: GBP – Non-revised Retail Price Index (UKRPI)
UK-RPIX	United Kingdom: GBP – Non-revised Retail Price Index Excluding Mortgage Interest Payments (UKRPIX)
USA-CPI-U	United States: USA – Non-revised Consumer Price Index – Urban (CPI-U)

Fixed Floating Requirements and Defaults
(Excluding Optional Early Termination and Mandatory Early Termination)

Variable	Requirement	Default
Fallback Bond:		Applicable

Interest Rate Caps/Floors**Terms and Conditions**

Summary:	This covers interest rate caps and floors (“Interest Rate Caps/Floors”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Interest Rate Cap/Floor may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made. For these purposes “TARGET” is considered a location.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default” and will apply unless the parties vary them.</p> <p>It should be noted that these contracts can be traded in a variety of currencies. Since each national market has its own peculiarities, the “Available Terms” and/or “Default Terms” may vary by currency.</p> <p>In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i>, London versus NY). In that case the default settings may vary by market.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (b) ISDA Settlement Matrix (if Optional Early Termination applies) (c) ISDA OTC Taxonomies (d) FpML Location Codes <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Cap/Floor
Further Limitations:	None
Terms:	
Notional Amount (“notional”):	An amount in one of the Available Currencies (see below) agreed by the parties.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as

Interest Rate Caps/Floors

	a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount 1:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Fixed Rate Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Period End Dates (“unadjustedCalculation Period Date”):	As specified by the parties.
first Period End Date:	As specified by the parties if there is a short initial Calculation Period.
Payment Dates (“unadjustedPaymentDate”):	As specified by the parties.
Cap Rate:	As specified by the parties.
Floor Rate:	As specified by the parties.
initial Floating Rate:	As specified by the parties.
Floating Rate Option (“floatingRateIndex”):	As specified by the parties.
Designated Maturity (“indexTenor”)	As specified by the parties.
Linear Interpolation:	For the Calculation Periods specified by the parties.
Shorter Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Longer Designated Maturity for Linear Interpolation:	For a Calculation Period to which Linear Interpolation applies, as specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Method of Averaging:	As specified by the parties.
Compounding:	As specified by the parties.

Interest Rate Caps/Floors

Compounding Dates:	In the event Compounding is selected, as selected by the parties.
Compounding Method (Compounding OR Flat Compounding):	In the event Compounding is selected, as selected by the parties.
Period End Dates Business Days:	As specified by the parties from among the Available Business Days.
Period End Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Payment Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Initial Exchange:	
Initial Exchange Date:	As specified by the parties.
Fixed Rate Payer Initial Exchange Amount:	As specified by the parties.
Floating Payer Initial Exchange Amount:	As specified by the parties.
Interim Exchanges:	
Interim Exchange Dates:	As specified by the parties.
Fixed Rate Payer Interim Exchange Amount:	As specified by the parties.
Fixed Rate Payer Interim Exchange Amount:	As specified by the parties.
Final Exchanges:	
Final Exchange Date:	As specified by the parties.
Fixed Rate Payer Final Exchange Amount:	As specified by the parties.
Fixed Payer Final Exchange Amount:	As specified by the parties.
Optional Early Termination:	
Optional Early Termination:	As specified by the parties.
Option Style:	As specified by the parties.
Optional Early Termination Date:	As specified by the parties.
Seller:	As specified by the parties if only one party can terminate.
Buyer:	As specified by the parties, if only one party can terminate.
Seller's Agent:	As specified by the parties, if only one party can terminate.
Business Days for Payments:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Exercise Business Days:	As specified by the parties.
Optional Early Termination Procedure for Exercise:	
Commencement Date:	As specified by the parties, if the Option Style is American.
Bermuda Option Exercise Dates:	As specified by the parties, if the Option Style is Bermuda.
Expiration Date:	As specified by the parties.
Expiration Time:	As specified by the parties.
Earliest Exercise Time:	As specified by the parties.
Latest Exercise Time:	As specified by the parties.
Exercise Business Day:	As specified by the parties.
Partial Exercise:	As specified by the parties, if Option Style is European.
Multiple Exercise:	As specified by the parties, if Option Style is American or Bermuda.

Interest Rate Caps/Floors

Minimum Notional Amount:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Maximum Notional Amount:	As specified by the parties if Multiple Exercise is specified.
Integral Multiple:	As specified by the parties if Partial Exercise or Multiple Exercise is specified.
Optional Early Termination Settlement Terms:	
Cash Settlement:	As specified by the parties.
ISDA Settlement Matrix:	As specified by the parties, if Cash Settlement is applicable.
Cash Settlement Valuation Time:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Valuation Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Valuation Business Days:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Payment Date Business Days Convention:	If Cash Settlement is applicable, as specified by the parties, directly or via the ISDA Settlement Matrix.
Cash Settlement Method:	If Cash Settlement is applicable, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Currency:	If Cash Settlement is applicable, and “Cash Price” or “Cash Price—Alternate” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Settlement Rate:	If Cash Settlement is applicable, and “Par Yield Curve—Adjusted,” “Par Yield Curve—Unadjusted” or “Zero Coupon Curve—Adjusted” apply, as specified by the parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix parties from Available Cash Settlement Methods, directly or via the ISDA Settlement Matrix.
Cash Settlement Reference Banks:	As specified by the parties.
Quotation Rate:	If Cash Settlement is applicable, as specified by the parties from among the Available Quotation Rates.
Calculation Agent:	As agreed by the parties.

Cap/Floor Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
EUR	Euro	EUTA
GBP	Pound Sterling	GBLO
JPY	Japanese Yen	JPTO
MXN	Mexican Peso (New)	MXMC
SEK	Swedish Krona	SEST
USD	United States Dollars	USNY
ZAR	South African Rand	ZAJ0

Cap/Floor Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Cap/Floor Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Cap/Floor Default Effective Dates

Currency	Default Effective Date
All Currencies Other than CAD, GBP, MXN	Plus Two Banking Days
MXN	Plus One Banking Day
CAD, GBP	Plus Zero

Cap/Floor Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	N/A

Cap/Floor Notional Amounts

Currency	Minimum	Increment	Maximum	Default
EUR	5,000,000	100,000	N/A	N/A
GBP	25,000,000	100,000	N/A	N/A
JPY	2,500,000,000	100,000,000	N/A	N/A
MXN	10,000,000	1,000,000	N/A	N/A
SEK	5,000,000	100,000	N/A	N/A
USD	25,000,000	1,000,000	N/A	N/A
ZAR	5,000,000	100,000	N/A	N/A

Cap/Floor Floating Rate Options and Defaults

Floating Rate Option	Available Tenors	Default Tenor	Default Day Count Fraction	Additional Business Day Locations
EUR USD-Basis Swaps-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N

Interest Rate Caps/Floors

EUR-Annual Swap Rate-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-10:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-11:00-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-3 Month-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-10:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-11:00-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-OIS-COMPOUND-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EONIA-Swap-Index	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Act/365-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURIBOR-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
EUR-EURONIA-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-EURIBOR Swap Rate-12:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-ISDA-LIBOR Swap Rate-10:00	All quoted tenors	N/A	Per ISDA 2006	N

Interest Rate Caps/Floors

EUR-ISDA-LIBOR Swap Rate-11:00	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
EUR-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TAM-CDC	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC10-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-CNO-SwapMarker	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TEC5-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
EUR-TMM-CDC-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
GBP-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
GBP-WMBA-SONIA-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
JPY-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17096	All quoted tenors	N/A	Per ISDA 2006	N
JPY-TIBOR-17097	All quoted tenors	N/A	Per ISDA 2006	N
MXN-TIE-Banxico	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
SEK-Annual Swap Rate-SESWFI	All quoted tenors	N/A	Per ISDA 2006	N
SEK-SIOR-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
SEK-STIBOR-SIDE	All quoted tenors	N/A	Per ISDA 2006	N
USD-Annual Swap Rate-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-BA-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-BMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CD-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Reference Banks-ICAP SwapPX	All quoted tenors	N/A	Per ISDA 2006	N

Interest Rate Caps/Floors

USD-CMS-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMS-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7051	All quoted tenors	N/A	Per ISDA 2006	N
USD-CMT-T7052	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-FHLBSF	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Reuters	All quoted tenors	N/A	Per ISDA 2006	N
USD-COF11-Telerate	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-CP-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-H.15-OIS-COMPOUND	All quoted tenors	N/A	Per ISDA 2006	N
USD-Federal Funds-Reference Dealers	All quoted tenors	N/A	Per ISDA 2006	N
USD-FFCB-DISCO	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDA-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate	All quoted tenors	N/A	Per ISDA 2006	N
USD-ISDAFIX3-Swap Rate-3:00	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA	All quoted tenors	N/A	Per ISDA 2006	N
USD-LIBOR-BBA-Bloomberg	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-ISDA	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-LIBO	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-LIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	GBLO (Applies to Both Legs)
USD-OIS-11:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-LON-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-11:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
USD-OIS-3:00-NY-ICAP	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-Prime-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-S&P Index-High Grade	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIBOR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

Interest Rate Caps/Floors

USD-SIBOR-SIBO	All quoted tenors	N/A	Per ISDA 2006	N
USD-SIFMA Municipal Swap Index	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL-H.15- Bloomberg	All quoted tenors	N/A	Per ISDA 2006	N
USD-TBILL- Secondary Market	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR-ISDC	All quoted tenors	N/A	Per ISDA 2006	N
USD-TIBOR- Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate- ICAP BrokerTec	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate- SwapMarker100	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate- SwapMarker99	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate- T19901	All quoted tenors	N/A	Per ISDA 2006	N
USD-Treasury Rate- T500	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-11:00- BGCANTOR	All quoted tenors	N/A	Per ISDA 2006	N
VND-Semi-Annual Swap Rate-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT- Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-DEPOSIT- SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-JIBAR-SAFEX	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME- AVERAGE	All quoted tenors	N/A	Per ISDA 2006	N
ZAR-PRIME- AVERAGE-Reference Banks	All quoted tenors	N/A	Per ISDA 2006	N

Cap/Floor Requirements and Defaults
(Excluding Optional Early Termination and Mandatory Early Termination)

Variable	Requirement	Default
Effective Date Business Day Convention:		No Adjustment
Termination Date Business Day Convention:		No Adjustment
Period End Dates:		Payment Dates
Payment Date Business Day Convention:		Modified Following
Linear Interpolation:		Applicable only to long or short stub periods
Designated Maturities for Linear		Tenors quoted next shorter and

Interest Rate Caps/Floors

Interpolation:		longer than the actual Calculation Period length
Compounding:		Inapplicable
Compounding Business Day Convention:	Same as Business Day Convention for Period End Dates	
Method of Averaging:	Weighted Average or Unweighted Average	Unweighted Average
Compounding Method:	Compounding or Flat Compounding	Compounding
Initial Exchange Date:		Effective Date
Initial Exchange Date Business Day Convention:		Following
Interim Exchange Date Business Day Convention:		Modified Following
Final Exchange Date:		Termination Date
Final Exchange Date Business Day Convention:		Modified Following

Cap/Floor Requirements and Defaults (Optional Early Termination and Mandatory Early Termination)

Setting	Requirement	Default
Optional Early Termination:		Inapplicable
Mandatory Early Termination:		Inapplicable
Option Style:	American, Bermuda, European	
Cash Settlement:	Required for Mandatory Early Termination	Applicable (i.e., Transaction is not “torn up for no value”)
Optional Early Termination Date:		Cash Settlement Payment Date
Optional Early Termination Date Business Day Convention:		Following
Mandatory Early Termination Date Business Day Convention:		Modified Following

Cap/Floor Requirements and Defaults (Optional Early Termination—Exercise)

Setting	Requirement	Default
Commencement Date:	American only	
Partial Exercise:		Inapplicable
Multiple Exercise:		Inapplicable
Exercise Business Day:		Banking Day for cash Settlement Currency (TARGET Settlement Day for EUR)
Latest Exercise Time:	On Expiration Date, the Expiration Time	Other than Expiration Date, the Expiration Time

Cap/Floor Requirements and Defaults (Cash Settlement)

Setting	Requirement/Choices	Default
Cash Settlement Amount:		
ISDA Settlement Matrix:		Applicable, if single currency swap with Currency included in Matrix

Interest Rate Caps/Floors

Cash Settlement Valuation Time:		
Cash Settlement Valuation Date:		Two Valuation Business Days before Mandatory/Optional Early Termination Date but same day for CAD, GBP or DKK with Floating Rate Option of “DKK-CIBOR-DKNA13” or “DKK-CIBOR-DKNA13-Bloomberg”
Valuation Business Day:		Banking Days in locations per the Business Day Location Table, plus additional days required by for fixings under the Floating Rate Option(s)
Cash Settlement Payment Date Business Day Convention:		Following
Cash Settlement Method:	Cash Price Cash Price—Alternate Method Par Yield Curve—Adjusted Par Yield Curve—Unadjusted Zero Coupon Yield—Adjusted	
Cash Settlement Currency:		For single currency, same as Notional Amount, otherwise as specified in ISDA Master Agreement, or otherwise same as Notional Amount for Fixed Amount
Settlement Rate:	ISDA Source/Other Price Source/Reference Banks	
Cash Settlement Reference Banks:		Fallbacks per ISDA 2006 Definitions
Quotation Rate:	bid ask mid Exercising Party Pays (Optional Early Termination Only)	

Interest Rate Swaps – ASX Cleared**Terms and Conditions**

Summary:	This covers interest rate swaps cleared by ASX Clear (Futures) Pty Limited (“ASX”) (such swaps, “Interest Rate Swaps – ASX Cleared”).
Limitations on Available Selections and Default Settings:	The terms under which an Interest Rate Swap – ASX Cleared may be traded are as specified in these terms and conditions, which incorporate the ASX OTC Rulebook and the ASX OTC Handbook (collectively, the “ASX Rules”), in particular Schedule 1 to the ASX OTC Handbook (and any successor provisions). By electing to trade a Single Currency Fixed for Floating Interest Rate Swap – ASX Cleared, participants are representing that they are familiar with the ASX Rules and the limitations on transaction terms contained therein. In particular, participants represent that they are familiar with the limitations on transactions for US Persons set forth in Section 4.3 of the ASX OTC Handbook (or any successor provisions).
Incorporated Standards:	This contract description incorporates by reference the ASX Rules as in effect from time to time. The ASX Rules themselves may incorporate certain additional standards, such as the 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and ASX-cleared contracts, since ASX may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float, OIS and Basis
Further Limitations:	Must comply with the ASX Rules.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2006, as amended) binding on the parties in accordance with the ASX Rules.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the ASX Rules. This may vary from period to period to the extent permitted by the ASX Rules. The ASX Rules may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the ASX Rules.
Business Days:	As per the ASX Rules, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the ASX Rules.
Trade Date:	As per the ASX Rules.

Interest Rate Swaps – ASX Cleared

Effective Date:	As per the ASX Rules.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the ASX Rules.
Termination Date Business Day Convention:	As per the ASX Rules, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the ASX Rules.
Fixed Rate Payer Payment Dates:	For fixed-for-floating interest rate swaps, as per the ASX Rules.
Fixed Amount:	For fixed-for-floating interest rate swaps, as per the ASX Rules.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the ASX Rules and any other restrictions in the ASX Rules.
Floating Rate Payer Payment Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Floating Amount:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Floating Rate Option:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to the ASX Rules, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to any minimum or maximum rate and per-period variability permitted by the ASX Rules and any other restrictions in the ASX Rules.
Reset Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Floating Rate Daycount Fraction:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Floating Rate for Initial Calculation Period:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the ASX Rules.
Fixed Rate Payer:	For fixed-for-floating interest rate swaps, as determined by the parties.
Floating Rate Payer:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties.
Compounding:	As per the ASX Rules.
Payer for Additional Payment/Fees:	As determined by the parties, subject to any limitations in the ASX Rules.
Additional Payment/Fees:	As determined by the parties, subject to any limitations in the ASX Rules.

Interest Rate Swaps – ASX Cleared

Payment Date for Additional Payment/Fees	As determined by the parties, subject to any limitations in the ASX Rules.
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Interest Rate Swaps – Eurex Cleared**Terms and Conditions**

Summary:	This covers interest rate swaps cleared by Eurex Clearing AG (“Eurex”) (such swaps, “Interest Rate Swaps – Eurex Cleared”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Interest Rate Swap – Eurex Cleared may be traded are as specified in these terms and conditions, which incorporate the Eurex Clearing Conditions (<i>Clearing-Bedingungen</i>) (collectively, the “Eurex Rules”).</p> <p>By electing to trade an Interest Rate Swap – Eurex Cleared, participants are representing that they are familiar with the Eurex Rules and the limitations on transaction terms contained therein.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the Eurex Rules as in effect from time to time.</p> <p>The Eurex Rules themselves may incorporate certain additional standards, such as the 2000 ISDA Definitions, the 2006 ISDA Definitions or the <i>Rahmenvertrag für Finanztermingeschäfte</i> (“DRV”). Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and Eurex-cleared contracts, since Eurex may reserve the right to select when and how such changes become effective. Also be aware that Eurex has elected to make the 2006 ISDA Definitions applicable to certain classes of transactions, regardless of the parties’ election to use the 2000 ISDA Definitions.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float, Inflation, OIS and Basis
Further Limitations:	Must comply with the Eurex Rules.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000 Definitions, ISDA 2006 Definitions, each as amended, the DRV) binding on the parties in accordance with the Eurex Rules.
Notional Amount:	<p>An amount in Currency determined by the parties subject to limitations in the Eurex Rules.</p> <p>This may vary from period to period to the extent permitted by the Eurex Rules.</p> <p>The Eurex Rules may limit the Floating Rate Options and other terms for which variable notionals are permitted.</p>

Interest Rate Swaps – Eurex Cleared

Currency:	One of the currencies permitted for the relevant transaction type per the Eurex Rules.
Business Days:	As per the Eurex Rules, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the Eurex Rules.
Trade Date:	As per the Eurex Rules.
Effective Date:	As per the Eurex Rules.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the Eurex Rules for the related type of transaction and Currency.
Termination Date Business Day Convention:	As per the Eurex Rules, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the Eurex Rules.
Fixed Rate Payer Payment Dates:	For fixed-for-floating interest rate swaps, as per the Eurex Rules.
Fixed Amount:	For fixed-for-floating interest rate swaps, as per the Eurex Rules.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the Eurex Rules and any other restrictions in the Eurex Rules.
Floating Rate Payer Payment Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Floating Amount:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Floating Rate Option:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to the Eurex Rules, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to any minimum or maximum rate and per-period variability permitted by the Eurex Rules and any other restrictions in the Eurex Rules.

Interest Rate Swaps – Eurex Cleared

Reset Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Floating Rate Daycount Fraction:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Floating Rate for Initial Calculation Period:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the Eurex Rules.
Fixed Rate Payer:	For fixed-for-floating interest rate swaps, as determined by the parties.
Floating Rate Payer:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties.
Compounding:	As per the Eurex Rules.
Payer for Additional Payment/Fees:	As determined by the parties, subject to any limitations in the Eurex Rules.
Additional Payment/Fees:	As determined by the parties, subject to any limitations in the Eurex Rules.
Payment Date for Additional Payment/Fees:	As determined by the parties, subject to any limitations in the Eurex Rules.

Interest Rate Swaps – JSCC Cleared**Terms and Conditions**

Summary:	This covers interest rate swaps cleared by Japan Securities Clearing Corporation (“JSCC”) (such swaps, “Interest Rate Swaps – JSCC Cleared”).
Limitations on Available Selections and Default Settings:	<p>The terms under which an Interest Rate Swap – JSCC Cleared may be traded are as specified in these terms and conditions, which incorporate the JSCC Interest Rate Swap Clearing Business Rules (「JSCC Interest Rate Swap Clearing Business Rules」) and the JSCC Handling Procedures of Interest Rate Swap Business Rules (「JSCC Handling Procedures of Interest Rate Swap Business Rules」) (collectively, the “JSCC Rules”).</p> <p>By electing to trade an Interest Rate Swap – JSCC Cleared, participants are representing that they are familiar with the JSCC Rules and the limitations on transaction terms contained therein.</p> <p>In particular, participants represent that they are familiar with the limitations on transactions for US Persons set forth in Article 47-2 of the JSCC Handling Procedures of Interest Rate Swap Business Rules (or any successor provisions).</p>
Incorporated Standards:	<p>This contract description incorporates by reference the JSCC Rules as in effect from time to time.</p> <p>The JSCC Rules themselves may incorporate certain additional standards, such as the 2000 ISDA Definitions or 2006 ISDA Definitions.</p> <p>Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and JSCC-cleared contracts, since JSCC may reserve the right to select when and how such changes become effective.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float, OIS and Basis
Further Limitations:	Must comply with the JSCC Rules.
Terms:	
Definition Set:	The definition set (e.g., ISDA 2000 or ISDA 2006, each as amended) binding on the parties in accordance with the JSCC Rules.
Notional Amount:	<p>An amount in Currency determined by the parties subject to limitations in the JSCC Rules.</p> <p>This may vary from period to period to the extent permitted by the JSCC Rules.</p> <p>The JSCC Rules may limit the Currencies and Floating Rate Options for which variable notionals are permitted.</p>
Currency:	One of the currencies permitted for the relevant transaction type per the JSCC Rules.
Business Days:	As per the JSCC Rules, which may require certain Business Days be applicable on a per Currency or Floating Rate Option

Interest Rate Swaps – JSCC Cleared

	Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the JSCC Rules.
Trade Date:	As per the JSCC Rules.
Effective Date:	As per the JSCC Rules.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the JSCC Rules.
Termination Date Business Day Convention:	As per the JSCC Rules, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the JSCC Rules.
Fixed Rate Payer Payment Dates:	For fixed-for-floating interest rate swaps, as per the JSCC Rules.
Fixed Amount:	For fixed-for-floating interest rate swaps, as per the JSCC Rules.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the JSCC Rules and any other restrictions in the JSCC Rules.
Floating Rate Payer Payment Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Floating Amount:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Floating Rate Option:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to the JSCC Rules, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties, subject to any minimum or maximum rate and per-period variability permitted by the JSCC Rules and any other restrictions in the JSCC Rules.
Reset Dates:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Floating Rate Daycount Fraction:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Floating Rate for Initial Calculation Period:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as per the JSCC Rules.
Fixed Rate Payer:	For fixed-for-floating interest rate swaps, as determined by the parties.
Floating Rate Payer:	For the floating leg of a fixed-for-floating interest rate swap or for each floating leg of a basis swap, as determined by the parties.
Compounding:	As per the JSCC Rules.
Payer for Additional Payment/Fees:	As determined by the parties, subject to any limitations in the JSCC Rules.
Additional Payment/Fees:	As determined by the parties, subject to any limitations in the JSCC Rules.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to any limitations in the JSCC Rules.

IOS Index Contracts**Terms and Conditions**

Summary:	This covers Markit IOS Fixed for Floating Swap Transactions (the “Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which the Contracts may be traded are as specified in these terms and conditions. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions (b) ISDA OTC Taxonomies (c) the Markit IOS Standard Terms Supplement (March 12, 2010 version) or any subsequent Standard Terms Supplement (the “Standard Terms”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Index
ISDA OTC Sub-Product:	IOS
ISDA OTC Transaction Type:	IOS
Further Limitations:	None
Terms:	
Effective Date:	As specified by the parties, subject to adjustment in accordance with the Standard Terms.
Scheduled Termination Date:	As agreed by the parties.
Termination Date:	Per the Standard Terms.
Notional Amount:	An amount in USD agreed by the parties.
Index:	One of the Markit IOS Index series, as specified by the parties from all then-available series (to the extent such series is not then a narrow-based index within the meaning of the CFTC’s regulations).
Annex Date:	As agreed by the parties.
Index Provider:	Per the Standard Terms.
Fixed Rate Payer:	As agreed by the parties.
Floating Rate Payer:	As agreed by the parties.
Period End Dates:	Per the Standard Terms.
Payment Dates:	Per the Standard Terms.
Calculation Agent:	As agreed by the parties or, if not so agreed, per the Standard Terms.
Day Count Fraction:	Per the Standard Terms.
Business Days:	For any purpose, per the Standard Terms.
Business Day Convention:	Per the Standard Terms.
Initial Payment:	
Initial Payment:	Per the Standard Terms.

IOS Index Contracts

Initial Payment Amount:	An amount in USD as specified by the parties.
Initial Payment Payer:	As specified by the parties.
Initial Payment Date:	Per the Standard Terms.
Settlement Payments:	
Mark to Market Amount Payment:	Per the Standard Terms.
Mark to Market Amount Payer:	Per the Standard Terms.
Mark to Market Amount:	Per the Standard Terms.
Financing Payment:	Per the Standard Terms.
Financing Payment Amount:	Per the Standard Terms.
Interest Payment:	Per the Standard Terms.
Interest Payment Amount:	Per the Standard Terms.
Net Payment:	Per the Standard Terms.
Net Payment Amount Payer:	Per the Standard Terms.
Net Payment Amount:	Per the Standard Terms.
Agency Coupon:	Per the Standard Terms.
Index LIBOR:	Per the Standard Terms.
Index Factor:	Per the Standard Terms.
Commencing Index Factor:	Per the Standard Terms.
Period End Index Factor:	Per the Standard Terms.
Index Price:	Per the Standard Terms.
Commencing Index Price:	Per the Standard Terms.
Period End Index Price:	Per the Standard Terms.
Event Affecting the Index:	
Events and Adjustments:	All are per the Standard Terms.

MBX Index Contracts

Terms and Conditions

Summary:	This covers Markit MBX Fixed for Floating Swap Transactions (the “Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which the Contracts may be traded are as specified in these terms and conditions. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions; (b) ISDA OTC Taxonomies; and (c) the Markit MBX Standard Terms Supplement (September 12, 2010 version) or any subsequent Standard Terms Supplement (the “Standard Terms”).
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Index
ISDA OTC Sub-Product:	MBX
ISDA OTC Transaction Type:	MBX
Further Limitations:	None
Terms:	
Effective Date:	As specified by the parties, subject to adjustment in accordance with the Standard Terms.
Scheduled Termination Date:	As agreed by the parties.
Termination Date:	Per the Standard Terms.
Notional Amount:	An amount is USD agreed by the parties.
Index:	One of the Markit MBX Index series, as specified by the parties from all then-available series (to the extent such series is not then a narrow-based index within the meaning of the CFTC’s regulations).
Annex Date:	As agreed by the parties.
Index Provider:	Per the Standard Terms.
Fixed Rate Payer:	As agreed by the parties.
Floating Rate Payer:	As agreed by the parties.
Period End Dates:	Per the Standard Terms.
Reset Dates:	Per the Standard Terms.
Payment Dates:	Per the Standard Terms.
Calculation Agent:	As agreed by the parties or, if not so agreed, per the Standard Terms.
Day Count Fraction:	Per the Standard Terms.
Business Days:	For any purpose, per the Standard Terms.
Business Day Convention:	Per the Standard Terms.

Initial Payment:	
Initial Payment:	Per the Standard Terms.
Initial Payment Amount:	An amount in USD as specified by the parties.
Initial Payment Payer:	As specified by the parties.
Initial Payment Date:	Per the Standard Terms.
Settlement Payments:	
Mark to Market Amount Payment:	Per the Standard Terms.
Mark to Market Amount Payer:	Per the Standard Terms.
Mark to Market Amount:	Per the Standard Terms.
Financing Payment:	Per the Standard Terms.
Financing Payment Amount:	Per the Standard Terms.
Interest Payment:	Per the Standard Terms.
Interest Payment Amount:	Per the Standard Terms.
Principal Payment:	Per the Standard Terms.
Principal Payment Amount:	Per the Standard Terms.
Net Payment:	Per the Standard Terms.
Net Payment Amount Payer:	Per the Standard Terms.
Net Payment Amount:	Per the Standard Terms.
Agency Coupon:	Per the Standard Terms.
Index LIBOR:	Per the Standard Terms.
Index Factor:	Per the Standard Terms.
Commencing Index Factor:	Per the Standard Terms.
Period End Index Factor:	Per the Standard Terms.
Index Price:	Per the Standard Terms.
Commencing Index Price:	Per the Standard Terms.
Period End Index Price:	Per the Standard Terms.
Event Affecting the Index:	
Events and Adjustments:	All are per the Standard Terms.

Municipal Market Data Rate Lock Transactions**Terms and Conditions**

Summary:	This covers rate lock transactions indexed to the Thomson Reuters Municipal Market Data (“MMD”) AAA Curve (“MMD Rate Lock Transactions”).
Limitations on Available Selections and Default Settings:	<p>The terms under which a MMD Rate Lock Transaction may be traded are as specified in these terms and conditions and in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default ” and will apply unless the parties vary them.</p>
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <p>(a) 2006 ISDA Definitions (b) ISDA OTC Taxonomies (c) FpML Location Codes</p> <p>For convenience, certain terms are mapped to their FpML 5.5 equivalent.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Exotic
Further Limitations:	None
Terms:	
Notional Amount (“notional”):	An amount in USD agreed by the parties.
Effective Date (“effectiveDate”):	<p>The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.</p> <p>The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).</p>
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	<p>The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.</p> <p>The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).</p>

Municipal Market Data Rate Lock Transactions

Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
DV01:	As specified by the parties.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Fixed Amount:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Fixed Amount shall equal:
<i>DV01 × Fixed Rate × Currency Amount × Day Count Fraction</i>	
Fixed Rate Payment Dates (“unadjustedPaymentDate”):	The Termination Date
Day Count Fraction:	1/1
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notionalAmount”):	As specified by the parties.
Floating Amount:	Notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall equal:
<i>DV01 × Calculation Amount × (Floating Rate + Spread) × Floating Rate Day Count Fraction</i>	
Payment Dates (“unadjustedPaymentDate”):	The Termination Date
Relevant Rate:	The Relevant Rate for a Reset Date will be the level of the Thomson Reuters Municipal index for a tenor of the Designated Maturity which represents the offer-side of 5.00% coupon “AAA” rated state general obligation bonds based on institutional block size (\$2 million+) market activity in both the primary and secondary municipal bond market, as of at 3:00 p.m. eastern standard time as published on the Thomson Reuters TM3 page.
Designated Maturity (“indexTenor”)	As specified by the parties from among the available tenors.
Spread:	Zero
Day Count Fraction:	1/1
Reset Dates (“resetDate”):	The second Business Day preceding the Floating Rate Payment Date.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Calculation Agent:	As agreed by the parties.

Fixed Floating Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY

Municipal Market Data Rate Lock Transactions

Fixed Floating Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Notional Amounts

Currency	Minimum	Increment	Maximum	Default
USD	25,000,000	1,000,000	N/A	N/A

Natural Gas Date/Instrument Spread Contracts**Terms and Conditions**

Summary:	<p>This covers “Natural Gas Date/Instrument Spread Contracts”.</p> <p>A natural-gas date/instrument spread contract is a cash-settled agreement between two counterparties whereby one counterparty agrees to pay a floating amount to the other counterparty on a given date, and then receive a different floating amount from the other counterparty on a different, later date.</p> <p>The difference between the two floating amounts is the spread, which is the quoted price for the contract.</p> <p>The floating amounts are based on the notional quantity traded and the price of natural gas a stated hub published by one of a series of industry.</p>
Publication Sources:	<ul style="list-style-type: none"> • CGPR—Canadian Gas Price Reporter • Gas Daily—Platt’s Gas Daily’s Daily Report • IFERC—Platt’s Inside FERC Gas Market Reporter • NGI—Natural Gas Intelligence’s Bidweek Survey <p>The floating amount can be based on the price for a given period in a given issue of the publication source (<i>e.g.</i>, monthly based on the first issue of the month) or an average of prices (<i>e.g.</i>, average of weekly bid prices for each weekly issue), as agreed by the parties.</p>
Reference Commodities:	<ul style="list-style-type: none"> • AECO—Alberta Energy Co. (CGPR) • ALG—Algonquin Energy Co. (IFERC) • Chicago—Chicago City Gate (IFERC) • CIG—Colorado Interstate Gas, North Mainline (IFERC) • DOM—Dominion Transmission Co. (IFERC) • HSC—Houston Ship Channel (IFERC) • Malin—Pacific Gas Transmission Co., Malin (IFERC) • Michigan—Michigan Consolidated Gas Company Citygate (IFERC) • NGPC Mid Con—Natural Gas Pipeline Co of America (IFERC) • Panhandle—Panhandle Eastern Pipeline Co. (IFERC) • Permian—El Paso Natural Gas Co. Permian Basin Pool (IFERC) • PG&E Citygate—PG&E Citygate (IFERC) • Rockies—Northwest Pipeline, Rocky Mountain Pool (IFERC) • San Juan— El Paso Natural Gas Co. San Juan Basin Pool (IFERC) • Socal—Socal Citygate (IFERC) • Sumas—Northwest Pipeline, Sumas (IFERC) • TCO—Columbia Gas Transmission Company (IFERC) • TETCO M3—Texas Eastern Transmission Corp M3 Zone (IFERC) • Texok— Natural Gas Pipeline Co of America TexOK (IFERC) • Trans Z6 NY—Transcontinental Gas Pipeline, Zone 6 (NY) (IFERC) • Ventura—Northern Border Pipeline, Ventura (IFERC) • Waha—Waha Hub, West Texas (IFERC)
Settlement Currency:	<p>Currency in which payments are made between the two counterparties:</p> <ul style="list-style-type: none"> • USD • CAD (AECO only)
Quoting Convention and Minimum Increment:	Notional amount, as agreed by counterparties.
Minimum Size:	Notional amount, as agreed by counterparties.

Natural Gas Date/Instrument Spread Contracts

Notional Currency:	Currency in which payments are made between the two counterparties: <ul style="list-style-type: none"> • USD • CAD (AECO only)
Trading Conventions:	Buy or Sell on the near leg and Buy or Sell on the far leg. These would be reversed so that if the first leg is buying the second leg must be selling, for instance.
Calculation Periods:	Two calculation periods – one for each leg of the spread. A single date or date range over which the reference price of the commodity will be calculated. If a date range the reference price will be averaged across the days, contracts or publication source issues as agreed by the counterparties.
Settlement Date(s):	Specified settlement or payment date when the floating amounts are exchanged.
Settlement Procedure:	Bilateral cash settlement performed in settlement currency.

Natural Gas – Financial Basis Swap Contracts

Terms and Conditions

Summary:	<p>This covers “Natural Gas – Financial Basis Swap Contracts”.</p> <p>A natural gas financial basis swap contract is a cash settled agreement between two counterparties whereby one counterparty agrees to pay a floating amount to the other counterparty on a given date(s), which floating amount is calculated based on the reported price for natural gas at a given hub, and in exchange, the second counterparty will pay a floating amount to the first counterparty on the same given date(s) based on the maturity price of a natural gas futures contract tied to a different hub.</p> <p>The floating amounts paid are determined based on the notional quantity and, in the case of the first floating amount, the price of natural gas a stated hub published by one of a series of industry publications and, in the case of the second floating amount, an applicable futures contract based on the reference commodity.</p>
Publication Sources:	<ul style="list-style-type: none"> • CGPR—Canadian Gas Price Reporter • Gas Daily—Platt’s Gas Daily’s Daily Report • IFERC—Platt’s Inside FERC Gas Market Reporter • NGI—Natural Gas Intelligence’s Bidweek Survey <p>The floating amount can be based on the price for a given period in a given issue of the Publication Source (<i>e.g.</i>, monthly based on the first issue of the month) or an average of prices (<i>e.g.</i>, average of weekly bid prices for each weekly issue), as agreed by the parties.</p>
Reference Commodities:	<ul style="list-style-type: none"> • AECO—Alberta Energy Co. (CGPR) • ALG—Algonquin Energy Co. (IFERC) • Chicago—Chicago City Gate (IFERC) • CIG—Colorado Interstate Gas, North Mainline (IFERC) • DOM—Dominion Transmission Co. (IFERC) • HSC—Houston Ship Channel (IFERC) • Malin—Pacific Gas Transmission Co., Malin (IFERC) • Michigan—Michigan Consolidated Gas Company Citygate (IFERC) • NGPC Mid Con—Natural Gas Pipeline Co of America (IFERC) • Panhandle—Panhandle Eastern Pipeline Co. (IFERC) • Permian—El Paso Natural Gas Co. Permian Basin Pool (IFERC) • PG&E Citygate—PG&E Citygate (IFERC) • Rockies—Northwest Pipeline, Rocky Mountain Pool (IFERC) • San Juan— El Paso Natural Gas Co. San Juan Basin Pool (IFERC) • Socal—Socal Citygate (IFERC) • Sumas—Northwest Pipeline, Sumas (IFERC) • TCO—Columbia Gas Transmission Company (IFERC) • TETCO M3—Texas Eastern Transmission Corp M3 Zone (IFERC) • Texok— Natural Gas Pipeline Co of America TexOK (IFERC) • Trans Z6 NY—Transcontinental Gas Pipeline, Zone 6 (NY) (IFERC) • Ventura—Northern Border Pipeline, Ventura (IFERC) • Waha—Waha Hub, West Texas (IFERC)
Contracts on Reference Commodities:	<ul style="list-style-type: none"> • NYMEX Henry Hub Natural Gas (Index Swap Future) Last Day Settlement <p>For transactions where the settlement currency is CAD, this price will be converted to CAD at then-current spot.</p>
Settlement Currency:	<p>Currency in which payments are made between the two counterparties:</p> <ul style="list-style-type: none"> • USD • CAD (AECO only)

Natural Gas – Financial Basis Swap Contracts

Quoting Convention and Minimum Increment:	Notional amount, as agreed by counterparties.
Minimum Size:	Notional amount, as agreed by counterparties.
Notional Currency:	Currency in which the fixed and floating prices are quoted: <ul style="list-style-type: none"> • USD • CAD (AECO only)
Trading Conventions:	Buy or Sell which refers to whether or not the non-futures based floating amount is paid (buy) or received (sell).
Calculation Period:	A single date or date range over which the reference price of the commodity will be calculated. If a date range the reference price will be averaged across the days, contracts or Publication Source issues as agreed by the counterparties.
Trade Date:	The date on which counterparties enter into the contract.
Settlement Date(s):	Specified settlement or payment date(s) when the fixed payment amount and the floating payment amount are exchanged (can be netted).
Settlement Procedure:	Bilateral cash settlement performed in settlement currency.

Natural Gas – Fixed/Floating Swap Contracts

Terms and Conditions

Summary:	<p>This covers “Natural Gas – Fixed/Floating Swap Contracts”.</p> <p>A fixed/floating natural gas swap contract is a cash settled agreement between two counterparties whereby one counterparty agrees to pay a fixed amount to the other counterparty on a given date, and in exchange the second counterparty will pay a floating amount to the first counterparty on the same given date.</p> <p>The fixed amount paid is determined based on the notional quantity traded and the price of the reference commodity.</p> <p>The floating amount paid is determined based on the notional quantity and the price of an applicable futures contract based on the reference commodity over an agreed future calculation period.</p>
Reference Commodities:	<ul style="list-style-type: none"> • Henry Hub Natural Gas • Waha Natural Gas • Permian Natural Gas Basis Swap • TTF Natural Gas
Contracts on Reference Commodities:	<ul style="list-style-type: none"> • NYMEX Henry Hub Natural Gas (Index Swap Future) • NYMEX Waha Natural Gas Basis Swap • NYMEX Permian Natural Gas Basis Swap • ICE TTF Natural Gas (Monthly)
Settlement Currency:	<p>Currency in which payments are made between the two counterparties:</p> <ul style="list-style-type: none"> • USD (Other than TTF) • EUR (TTF)
Quoting Convention and Minimum Increment:	Notional amount, as agreed by counterparties
Minimum Size:	Notional amount, as agreed by counterparties
Notional Currency:	<p>Currency in which the fixed and floating prices are quoted:</p> <ul style="list-style-type: none"> • USD (Other than TTF) • EUR (TTF)
Trading Conventions:	Buy or Sell which refers to whether or not the fixed amount is paid (buy) or received (sell).
Calculation Periods:	<p>A single date or date range over which the reference price of the commodity will be calculated.</p> <p>If a date range the reference price will be averaged across all days.</p>
Trade Date:	The date on which counterparties enter into the contract.
Settlement Date(s):	Specified settlement or payment date when the fixed payment amount and the floating payment amount are exchanged (can be netted).
Settlement Procedure:	<p>Bilateral cash settlement performed in settlement currency.</p> <p>The contracts settle on both the NYMEX Last Day and NYMEX Penultimate publications.</p>

Natural Gas – Swing Swap Contracts

Terms and Conditions

Summary:	<p>This covers “Natural Gas – Swing Swap Contracts”.</p> <p>A natural gas swing swap contract is a cash settled agreement between two counterparties whereby one counterparty agrees to pay a floating amount to the other counterparty on a given date(s), which floating amount is calculated based on the daily reported price for natural gas at a given hub, and in exchange the second counterparty will pay a floating amount to the first counterparty on the same given date(s) based on the price at the same hub reported for a different period (e.g., weekly or monthly).</p> <p>The floating amounts paid are determined based on the notional quantity and, in the case of the first floating amount, the daily price of natural gas a stated hub published by one of a series of industry publications and, in the case of the second floating amount, a price of natural gas the same hub published with respect to a different periodicity.</p>
Publication Sources (Non-Daily):	<ul style="list-style-type: none"> • CGPR—Canadian Gas Price Reporter • IFERC—Platt’s Inside FERC Gas Market Reporter • NGI—Natural Gas Intelligence’s Bidweek Survey <p>The floating amount can be based on the price for a given period in a given issue of the Publication Source (e.g., monthly based on the first issue of the month) or an average of prices (e.g., average of weekly bid prices for each weekly issue), as agreed by the parties.</p>
Publication Sources (Daily):	<ul style="list-style-type: none"> • Gas Daily –Platt’s Gas Daily’s Daily Report
Reference Commodities and Non-Daily Publication Source:	<ul style="list-style-type: none"> • AECO—Alberta Energy Co. (CGPR) • ALG—Algonquin Energy Co. (IFERC) • Chicago—Chicago City Gate (IFERC) • CIG—Colorado Interstate Gas, North Mainline (IFERC) • DOM—Dominion Transmission Co. (IFERC) • HSC—Houston Ship Channel (IFERC) • Malin—Pacific Gas Transmission Co., Malin (IFERC) • Michigan—Michigan Consolidated Gas Company Citygate (IFERC) • NGPC Mid Con—Natural Gas Pipeline Co of America (IFERC) • Panhandle—Panhandle Eastern Pipeline Co. (IFERC) • Permian—El Paso Natural Gas Co. Permian Basin Pool (IFERC) • PG&E Citygate—PG&E Citygate (IFERC) • Rockies—Northwest Pipeline, Rocky Mountain Pool (IFERC) • San Juan— El Paso Natural Gas Co. San Juan Basin Pool (IFERC) • Socal—Socal Citygate (IFERC) • Sumas—Northwest Pipeline, Sumas (IFERC) • TCO—Columbia Gas Transmission Company (IFERC) • TETCO M3—Texas Eastern Transmission Corp M3 Zone (IFERC) • Texok— Natural Gas Pipeline Co of Americak TexOK (IFERC) • Trans Z6 NY—Transcontinental Gas Pipeline, Zone 6 (NY) (IFERC) • Ventura—Northern Border Pipeline, Ventura (IFERC) • Waha—Waha Hub, West Texas (IFERC)
Settlement Currency:	<p>Currency in which payments are made between the two counterparties:</p> <ul style="list-style-type: none"> • USD • CAD (AECO only)
Quoting Convention and Minimum Increment:	<p>Notional amount, as agreed by counterparties.</p>
Minimum Size:	<p>Notional amount, as agreed by counterparties.</p>

Natural Gas – Swing Swap Contracts

Notional Currency:	Currency in which the fixed and floating prices are quoted: <ul style="list-style-type: none"> • USD • CAD (AECO only)
Trading Conventions:	Buy or Sell which refers to whether or not the non-daily price based floating amount is paid(buy) or received (sell).
Calculation Period:	The reference price may be averaged across the days, contracts or publication source issues as agreed by the counterparties.
Trade Date:	The date on which counterparties enter into the contract.
Settlement Date(s):	Specified settlement or payment date(s) when the fixed payment amount and the floating payment amount are exchanged (can be netted).
Settlement Procedure:	Bilateral cash settlement performed in settlement currency.

Non-Deliverable Swaps

Terms and Conditions

<p>Summary:</p>	<p>This covers non-deliverable single-currency swaps (“Non-Deliverable Single-Currency Swaps”) and non-deliverable cross-currency swaps (“Non-Deliverable Cross-Currency Swaps”) and, together with Non-Deliverable Single-Currency Swaps, “Non-Deliverable Swaps”).</p>
<p>Limitations on Available Selections and Default Settings:</p>	<p>The terms under which Non-Deliverable Single-Currency Swaps and Non-Deliverable Cross-Currency Swaps may be traded are as specified in these terms and conditions or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>For Business Days, the defaults shall be the locations specified.</p> <p>The parties may add additional locations from the Available Locations and may eliminate some or all of the other locations, so long as there is at least one location in which payment may be made.</p> <p>For these purposes “TARGET” is considered a location. In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default” and will apply unless the parties vary them.</p>
<p>Incorporated Standards:</p>	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <ul style="list-style-type: none"> (a) 2006 ISDA Definitions (including Supplement 31 thereto); (b) ISDA OTC Taxonomies; (c) FpML Location Codes; (d) the ISDA/EMTA 1998 FX and Currency Option Definitions (“1998 Definitions”); (e) the EMTA Non-Deliverable Forward Templates; (f) the EMTA-ISDA Market Practice for Non-Deliverable CLP “<i>Cámara</i>” (CLP TNA) Interest Rate Swap Transactions (“CLP TNA Best Practices”); (g) the Recommended EMTA-ISDA Market Practice for BRL CDI Non-Deliverable Interest Rate Swap Transactions (Amended March 13, 2009) (“BRL CDI Best Practices”); (h) The current ISDA Revised Non-Deliverable Swap Transaction Standard Terms Supplement (“Asian STS”); and (i) The current ISDA Non-Deliverable Swap Transaction Fallback Matrix (the “Asian Matrix,” and, together with the Asian STS, the “Asian Terms”).

Non-Deliverable Swaps

	For convenience, certain terms are mapped to their FpML 5.5 equivalent.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product:	Exotic
Further Limitations:	None
Terms:	
Settlement Currency:	With respect to Non-Deliverable Single-Currency Swaps, USD. With respect to any Non-Deliverable Cross-Currency Swap, for any currency pair selected by the parties from among those specified in the list of Available Currency Pairs, the currency specified as such in that list.
Index Currency:	With respect to any Non-Deliverable Single-Currency Swaps, the currency elected by the parties from among those specified in the list of Available Single Currencies. With respect to any Non-Deliverable Cross-Currency Swaps, for any currency pair selected by the parties from among those specified in the list of Available Currency Pairs, the currency specified as such in that list.
Effective Date (“effectiveDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Effective Date as a number of Business Days or Banking Days from the Trade Date (“relativeEffectiveDate”).
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date (“terminationDate”):	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention. The parties may express the unadjusted Termination Date as a number of days, months or years from the Effective Date (“relativeTerminationDate”).
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
FX Rate:	The amount of Index Currency corresponding to one unit of the Settlement Currency. The FX Rate will be determined on the date determined as specified for the relevant Available Single Currency or Available Currency Pair and in accordance: (a) in the case of Index Currencies not identified as subject to Asian Terms, with the specified NDF Template and Rate Sources and Fallback Rates, treating the scheduled date of determination of the FX Rate as the “Valuation Date” under the NDF Template; and (b) in the case of Index Currencies identified as subject to Asian Terms, in accordance with the Asian Terms.
Fixed Amount:	
Fixed Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notional”):	For any Non-Deliverable Single-Currency Swap Transaction or for any Non-Deliverable Cross-Currency Swap Transaction involving ARS or PEN, an amount in the Index Currency agreed by the parties.

Non-Deliverable Swaps

	For any other Non-Deliverable Cross-Currency Swap Transaction, an amount in the Index Currency or Settlement Currency agreed by the parties.
Fixed Amount:	If the Currency Amount is denominated in the Settlement Currency, an amount calculated in accordance with the 2006 ISDA Definitions. If the Currency Amount is not denominated in the Settlement Currency and the Index Currency is not identified as being subject to Asian Terms, then notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Fixed Amount shall equal an amount in the Settlement Currency equal to:
<i>$FX\ Rate \times Fixed\ Rate \times Currency\ Amount \times Day\ Count\ Fraction$</i>	
	If the Currency Amount is not denominated in the Settlement Currency and the Index Currency is identified as being subject to Asian Terms, then the Fixed Amount shall be calculated in accordance with the Asian Terms.
Fixed Rate Period End Dates:	As specified by the parties, subject to adjustment in accordance with any Fixed Rate Payer Period End Date Business Day Convention.
Fixed Rate Payer Period End Date Business Days:	If a Fixed Rate Payer Period End Date Business Day Convention is applicable, as specified by the parties from among the Available Business Days.
Fixed Rate Payer Payment Date Day Convention:	As specified by the parties from among the Available Business Day Conventions. If “No Adjustment” is specified, then the Fixed Rate Payer Period End Dates will not be adjusted.
Fixed Rate Payment Dates:	As specified by the parties, subject to adjustment in accordance with the Fixed Rate Payer Payment Date Business Day Convention.
Fixed Rate Payer Payment Date Business Days:	As specified by the parties from among the Available Business Days.
Fixed Rate Payer Payment Date Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Day Count Fraction:	As specified by the parties from among the Available Day Count Fractions.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Currency Amount (“notional”):	For any Non-Deliverable Single-Currency Swap Transaction, an amount in the Index Currency agreed by the parties. For any Non-Deliverable Cross-Currency Swap, an amount in the Settlement Currency agreed by the parties. For any other Non-Deliverable Cross-Currency Swap, an amount agreed by the parties in whichever of the Index Currency or Settlement Currency is not the currency in which the Fixed Rate Payer Currency Amount is denominated.
Floating Amount:	If the Currency Amount is denominated in the Settlement Currency, an amount calculated in accordance with the 2006 ISDA Definitions. If the Currency Amount is denominated in BRL, then notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall

Non-Deliverable Swaps

	<p>be calculated as set forth under Definition of BRL Floating Rate Option.</p> <p>If the Currency Amount is not denominated in the Settlement Currency or BRL and the Index Currency is not identified as being subject to Asian Terms, then notwithstanding anything to the contrary contained in the 2006 ISDA Definitions, the Floating Amount shall equal an amount in the Settlement Currency equal to:</p>
	$FX\ Rate \times Currency\ Amount \times (Floating\ Rate + Spread) \times Floating\ Rate\ Day\ Count\ Fraction$
	<p>If the Currency Amount is not denominated in the Settlement Currency and the Index Currency is identified as being subject to Asian Terms, then the Floating Amount shall be calculated in accordance with the Asian Terms.</p>
Floating Rate Option:	For the relevant Currency, as selected by the parties from among the Available Floating Rate Options for such Currency.
Designated Maturity (“indexTenor”):	As specified by the parties from among the available tenors.
Spread:	As specified by the parties.
Reset Dates (“resetDate”):	As specified by the parties.
Reset Dates Business Days:	As specified by the parties from among the Available Business Days, subject to any Required Business Days.
Reset Dates Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Floating Rate Period End Dates:	As specified by the parties, subject to adjustment in accordance with any Floating Rate Payer Period End Date Business Day Convention.
Floating Rate Payer Period End Date Business Days:	If a Floating Rate Payer Period End Date Business Day Convention is applicable, as specified by the parties from among the Available Business Days.
Floating Rate Payer Payment Date Day Convention:	As specified by the parties from among the Available Business Day Conventions. If “No Adjustment” is specified, then the Floating Rate Payer Period End Dates will not be adjusted.
Floating Rate Payment Dates:	As specified by the parties, subject to adjustment in accordance with the Floating Rate Payer Payment Date Business Day Convention.
Floating Rate Payer Payment Date Business Days:	As specified by the parties from among the Available Business Days.
Floating Rate Payer Payment Date Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Day Count Fraction:	As specified by the parties from among the Available Day Count Fractions.
Compounding:	As specified by the parties.
Method of Averaging:	As specified by the parties.
Final Exchange:	
Final Exchange Date:	As specified by the parties.
Final Exchange Business Days:	As specified by the parties from among the Available Business Days.
Final Exchange Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Rate Payer Final Exchange Amount:	If the Fixed Rate Payer Final Exchange Amount is denominated in the Settlement Currency, the Fixed Rate Payer Final Exchange Amount.

Non-Deliverable Swaps

	If the Fixed Rate Payer Final Exchange Amount is denominated in the Index Currency and the Index Currency is not identified as being subject to Asian Terms, an amount in the Settlement Currency equal to:
<i>FX Rate × Currency Amount</i>	
	If the Fixed Rate Payer Final Exchange Amount is not denominated in the Settlement Currency and the Index Currency is identified as being subject to Asian Terms, then the Fixed Rate Payer Final Exchange Amount shall be calculated in accordance with the Asian Terms.
Floating Rate Payer Final Exchange Amount:	If the Floating Rate Payer Final Exchange Amount is denominated in the Settlement Currency, the Floating Rate Payer Final Exchange Amount. If the Floating Rate Payer Final Exchange Amount is denominated in the Index Currency and the Index Currency is not identified as being subject to Asian Terms an amount in the Settlement Currency equal to:
<i>FX Rate × Currency Amount</i>	
	If the Floating Rate Payer Final Exchange Amount is not denominated in the Settlement Currency and the Index Currency is identified as being subject to Asian Terms, then the Floating Rate Payer Final Exchange Amount shall be calculated in accordance with the Asian Terms.

Non-Deliverable Swap Settlement Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY

Non-Deliverable Swap Available Currencies

Index Currency	NDF Template	Rate Source	Fallback Rate Source(s) (in order)	Determination Date	Business Days
INR	N/A	N/A	N/A	N/A	INMU
MYR	N/A	N/A	N/A	N/A	MYKL
THB	N/A	N/A	N/A	N/A	THBA

Non-Deliverable Cross-Currency Swap Available Currency Pairs

Index Currency	Settlement Currency	NDF Template	Rate Source	Fallback Rate Source(s) (in order)	Determination Date	Business Days
ARS	USD	17 May 06	ARS03	ARS04	Payment – 2 BD	ARBA USNY
BRL	USD	17 May 06	BRL09	BRL12, BRL13	Payment – 2 BD	USNY and any of BR{SP,RJ, BR}
CLP	USD	01 Aug 06	CLP10	CLP11	Payment – 2 BD	CLSA USNY
COP	USD	01 Aug 06	COP02	COP03	Payment – 2 BD	USNY COBO

PEN	USD	03 Dec 07	PEN05	PEN04	Payment – 2 BD	USNY PELI
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Applicability of Asian Terms

Index Currency	Asian Terms
ARS	Not Applicable
BRL	Not Applicable
CLP	Not Applicable
COP	Not Applicable
INR	Applicable
MYR	Applicable
PEN	Not Applicable
THB	Applicable

Non-Deliverable Swap Floating Rate Options

Index Currency	Floating Rate Option	Defined In	Business Days
ARS	Not Applicable—Fixed Leg ONLY		ARBA USNY
BRL	BRL-CDI-CETIP	See below	USNY and any of BR{SP,RJ, BR}
CLP	<i>CLP-Índice Cámara Promedio (ICP)</i>	CLP TNA Best Practices	USNY CLSA
CLP	<i>CLP-Unidad de Fomentos (UF/CLF)</i>	See below	USNY CLSA
COP	COP-IBR-OIS-COMPOUND	ISDA 2006	USNY COBO
COP	<i>COP-Unidad de Valor Real (UVR)</i>	See below	USNY COBO
INR	INR-FBIL-MIBOR-OIS-COMPOUND	ISDA 2006	INMU
INR	INR-MITOR-OIS-COMPOUND	ISDA 2006	INMU
MYR	MYR-KLIBOR-BNM	ISDA 2006	MYKL
PEN	Not Applicable—Fixed Leg ONLY		USNY PELI
THB	THB-THBFIX-Reuters	ISDA 2006	THBA
USD	Any USD Floating Rate Option available under tpSEF's Fixed/Floating Swap Listing	See tpSEF's Fixed/Floating Swap Listing	See tpSEF's Fixed/Floating Swap Listing

Definition of BRL Floating Rate Option

Floating Amount:	Notwithstanding anything to the contrary
$FX \text{ Rate} \times \text{Currency Amount} \times \left[\prod_{j=1}^N \left(1 + \frac{\text{Relevant Rate}_j}{252} \right) - 1 \right]^{252/N}$	
	<p>Where: <i>N</i> = number of Reset Dates in the Calculation Period <i>j</i> = a particular Reset Date <i>Relevant Rate</i> = the Relevant Rate for instance <i>j</i> of Reset Date</p>
BRL-CDI-CETIP:	For any Reset Date, the Overnight Brazilian Interbank Deposit

	<p>Rate Annualized, known as the average (“Media”) of the DIOVER- EXTRA Group as published by CETIP (<i>Câmara de Custódia e Liquidação</i>) (the “Overnight CDI Rate”) for such date; provided that (i) such rate is published not later than 12:00 p.m. on the Brazil Business Day next following such Reset Date and (ii) any adjustments made by CETIP to such rate at any time later than the end of the business day on such Reset Date shall not be taken into account.</p> <p>If for any Reset Date there is no published Overnight CDI Rate (including as a result of the proviso above), CDI for the relevant Reset Date will be the overnight deposit rate published for such date by the BM&F in accordance with its rules (see http://www.bmf.com.br/portal/pages/boletim1/bd_manual/indicadoreFinanceiros1.asp, or any successor page).</p> <p>If the BM&F does not publish such a rate for such date, CDI for the relevant Reset Date shall be determined jointly by the parties.</p> <p>If the parties do not agree on a determination of such rate within one Brazil Business Day following the relevant Reset Date, CDI shall be determined through a CDI Reference Dealer Poll as described herein.</p> <p>If CDI for a Reset Date is not so determined by a CDI Reference Dealer Poll, BRL-CDI-Reference Dealers shall apply.</p>
BRL-CDI-Reference Dealers:	<p>If applicable for a Reset Date as set forth above, the Calculation Agent shall conduct up to four dealer polls commencing on the Brazil Business Day following the relevant Reset Date, in each case by requesting each of the CDI Reference Dealers to provide a quotation of the CDI.</p> <p>If at least four such quotations are obtained from CDI Reference Dealers in any such poll, the highest and lowest quotations will be disregarded and CDI for the relevant Reset Date will equal the arithmetic mean of the remaining quotations.</p> <p>If fewer than four such quotations are obtained from a poll, the Calculation Agent shall conduct additional such polls until four such quotations are obtained in any poll; provided that the Calculation Agent shall not conduct more than four polls in the aggregate (with not more than two polls on any day and with such polls conducted over not more than two Brazil Business Days).</p> <p>If four quotations are not obtained from any of such four polls, CDI shall CDI shall not be determined by a CDI Reference Dealer Poll.</p>
CDI Reference Dealers:	At least six and not more than eight leading onshore dealers in the CDI market selected by the Calculation Agent.
Reset Dates (“resetDate”):	Each Scheduled Reset Date (as defined in the BRL CDI Best Practices).
Reset Dates Business Days:	As specified by the parties from among the Available BR Business Days.
Available BR Business Days:	Any of BR{SP,RJ, BR} and not otherwise declared a financial market holiday by the BM&F.

Definition of CLP-*Unidad de Fomento* (UF/CLF)

CLP- <i>Unidad de Fomento</i> (UF/CLF):	For any Reset Date, the difference between the value of the <i>unidad de fomento</i> (UF/CLF) as certified by the Chilean <i>Banco</i>
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Non-Deliverable Swaps

	<p><i>Central de Chile</i> for the calendar day preceding such Reset Date and the value of the <i>unidad de fomento (UF/CLF)</i> as certified by the Chilean <i>Banco Central de Chile</i> for such Reset Date.</p> <p>The Calculation Agent shall convert such difference to the appropriate annualized percentage based on the terms of the Floating Amount payable by reference to the CLP-<u><i>Unidad de Fomento (UF/CLF)</i></u>.</p> <p>If for any Reset Date there is no published value of the <i>unidad de fomento (UF/CLF)</i> as certified by the Chilean <i>Banco Central de Chile</i>, the Calculation Agent shall determine the CLP-<u><i>Unidad de Fomento (UF/CLF)</i></u> for such day.</p>
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Definition of COP-*Unidad de Valor Real (UVR)*

<u>COP-<i>Unidad de Valor Real (UVR)</i></u> :	<p>For any Reset Date, the difference between the value of the <i>unidad de valor real (UVR)</i> as certified by the Colombian <i>Banco de Republica</i> for the calendar day preceding such Reset Date and the value of <i>unidad de valor real (UVR)</i> as certified by the Colombian <i>Banco de Republica</i> for such Reset Date.</p> <p>The Calculation Agent shall convert such difference to the appropriate annualized percentage based on the terms of the Floating Amount payable by reference to the COP-<u><i>Unidad de Valor Real (UVR)</i></u>.</p> <p>If for any Reset Date there is no published the difference between the value of the <i>unidad de valor real (UVR)</i> as certified by the Colombian <i>Banco de Republica</i>, the Calculation Agent shall determine the COP-<u><i>Unidad de Valor Real (UVR)</i></u> for such day.</p>
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Non-Deliverable Swap Available Day Count Fractions

ISDA Name
1/1
30/360, 360/360, Bond Basis
Actual/360
Actual/365 (Fixed), Act/365 (Fixed), A/365 (Fixed), A/365F
Actual/Actual, Actual/Actual (ISDA), Act/Act, Act/Act (ISDA)
Actual/Actual (ICMA), Act/Act, Act/Act (ICMA)

Non-Deliverable Swap Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Non-Deliverable Single-Currency Swap Notional Amounts

Currency	Minimum	Increment
INR	5,000,000	100,000
MYR	5,000,000	100,000
RHB	5,000,000	100,000

Non-Deliverable Cross-Currency Swap Notional Amounts

Currency	Minimum	Increment
ARS	As implied by the USD minimum	As implied by the USD increment
BRL	As implied by the USD minimum	As implied by the USD increment
CLP	As implied by the USD minimum	As implied by the USD increment
COP	As implied by the USD minimum	As implied by the USD increment
PEN	As implied by the USD minimum	As implied by the USD increment
USD	1,000,000	100,000

Non-Deliverable Foreign Exchange Options

Terms and Conditions

Summary:	This covers “Non-Deliverable Foreign Exchange Options”.
Incorporated Standards:	<p>This contract description incorporates by reference the following industry standard documentation and standards:</p> <p>(a) the 1998 FX and Currency Option Definitions, as amended and supplemented from time to time, including the 2005 Barrier Option Supplement to the 1998 FX and Currency Option Definitions (the “1998 Definitions”);</p> <p>(b) the current EMTA Template Terms for Non-Deliverable Currency Option Transactions applicable to the Reference Currency and Settlement Currency (to the extent available for a particular Currency Pair) (available at: https://www.emta.org/ndftt.aspx); and</p> <p>(c) ISDA OTC Taxonomies.</p>
Contract Types:	<p>Each Non-Deliverable Foreign Exchange Option traded is bespoke and the terms agreed between the Buyer and Seller. All option strategies result in call options and/or put options executed with the following strategies traded as agreed between the parties:</p> <p>Vanilla: Outright Call / Put, Straddle, Strangle, Butterfly, Risk Reversal, Calendar (tenor) spread, Cross Currency Spread, Condor, Call Spread, Put Spread, Live Trading with no delta hedge.</p> <p>Exotic: Barriers, Baskets, Digitals (or Binary), Knockins, Knockouts, Reverse Knockins/Kockouts, No Touch, Double No Touch, Average Price, Worst of Options, Compound Options; trades may be with or without delta hedges and some structures may also be bilaterally negotiated with additional options as part of the package to form a vega hedge.</p>
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Foreign Exchange
ISDA OTC Base Product:	Vanilla Option, NDO, Simple Exotic or Complex Exotic
Terms:	
Trade Date:	The date the transaction is agreed between and becomes legally binding on the parties.
Commencement Date:	The Trade Date, unless otherwise specified by the parties. This applies only where the Currency Option Style is American.
Buyer:	As specified by the parties.
Seller:	As specified by the parties.

Non-Deliverable Foreign Exchange Options

Currency Option Style:	As specified by the parties. (An American option can be exercised any time up to and including the Expiration Date; a European option can only be exercised on the Expiration Date.)
Currency Option Type:	A Call with respect to the Call Currency and a Put with respect to the Put Currency; Binary in the case of a binary or digital option.
Call Currency:	The currency as specified by the parties from among those included in the list of available Currency Pairs. The Put Currency and Call Currency must represent a traded pair included in the list of available Currency Pairs.
Call Currency Amount:	As specified by the parties or, if not so specified, derived from the Put Currency Amount and Strike Price.
Put Currency:	The currency as specified by the parties from among those included in the list of available Currency Pairs. The Put Currency and Call Currency must represent a traded pair included in the list of available Currency Pairs.
Put Currency Amount:	As specified by the parties or, if not so specified, derived from the Call Currency Amount and Strike Price.
Strike Price:	As specified by the parties (if only one of the Put Currency or Call Currency is specified). If no Strike Price is specified and Automatic Exercise is applicable, the Strike Price will be calculated using the Put Currency and Call Currency in order to determine if the option is to be automatically exercised.
Reference Currency:	As specified by the parties.
Settlement Currency:	As specified by the parties.
Settlement Rate:	As specified by the parties or otherwise per the 1998 Definitions.
Settlement Rate Option:	As specified by the parties.
Expiration Date:	As specified by the parties.
Expiration Time:	The time in the location specified by the parties.
Latest Exercise Time:	The Expiration Time, unless otherwise specified by the parties. This applies only where the Currency Option Style is American.
Automatic Exercise:	Applicable, unless otherwise specified by the parties.
Settlement:	Non-Deliverable
Settlement Amount:	In the case of a digital or binary option, as specified by the parties.
Settlement Date:	As specified by the parties.
Valuation Date:	As specified by the parties.

Non-Deliverable Foreign Exchange Options

Averaging Dates:	As specified by the parties.
Premium:	As specified by the parties.
Premium Payment Date:	As specified by the parties.
Barrier Event:	As specified by the parties.
Calculation Agent:	As specified by the parties.
Business Day:	As specified by the parties.
Business Day Convention:	As specified by the parties.
Disruption Events:	As specified by the parties.
Disruption Fallbacks:	As specified by the parties for each applicable Disruption Event or otherwise per the 1998 Definitions.

Non-Deliverable Foreign Exchange Option Available Currency Pairs

AUD/CNY	CNY/THB	IDR/PHP	MYR/CNH	THB/INR
AUD/IDR	CNY/TWD	IDR/THB	MYR/CNY	THB/KRW
AUD/INR	EUR/ARS	IDR/TWD	MYR/EUR	THB/MYR
AUD/KRW	EUR/BRL	INR/AUD	MYR/GBP	THB/PHP
AUD/MYR	EUR/CLP	INR/CAD	MYR/IDR	THB/TWD
AUD/PHP	EUR/CNY	INR/CHF	MYR/INR	TWD/AUD
AUD/TWD	EUR/COP	INR/CNH	MYR/JPY	TWD/CAD
BRL/JPY	EUR/IDR	INR/CNY	MYR/KRW	TWD/CHF
BRL/MXN	EUR/INR	INR/EUR	MYR/NZD	TWD/CNH
CAD/BRL	EUR/KRW	INR/GBP	MYR/PHP	TWD/CNY
CAD/CNY	EUR/KZT	INR/HKD	MYR/SGD	TWD/EUR
CAD/IDR	EUR/MYR	INR/IDR	MYR/TWD	TWD/GBP
CAD/INR	EUR/PEN	INR/JPY	NZD/CNY	TWD/HKD
CAD/KRW	EUR/PHP	INR/KRW	NZD/IDR	TWD/IDR
CAD/MYR	EUR/TWD	INR/NZD	NZD/INR	TWD/INR
CAD/PHP	EUR/UAH	INR/PHP	NZD/KRW	TWD/JPY
CAD/TWD	GBP/BRL	INR/SGD	NZD/MYR	TWD/KRW
CHF/BRL	GBP/CNY	INR/TWD	NZD/PHP	TWD/MYR
CHF/CNY	GBP/IDR	JPY/CNY	NZD/TWD	TWD/NZD
CHF/IDR	GBP/INR	JPY/IDR	PHP/AUD	TWD/PHP
CHF/INR	GBP/KRW	JPY/INR	PHP/CAD	TWD/SGD
CHF/KRW	GBP/MYR	JPY/KRW	PHP/CHF	TWD/THB
CHF/MYR	GBP/PHP	JPY/MYR	PHP/CNH	USD/ARS
CHF/PHP	GBP/TWD	JPY/PHP	PHP/CNY	USD/BRL

Non-Deliverable Foreign Exchange Options

CHF/TWD	HKD/CNY	JPY/TWD	PHP/EUR	USD/CLP
CNH/IDR	HKD/IDR	KRW/AUD	PHP/GBP	USD/CNY
CNH/INR	HKD/INR	KRW/CAD	PHP/HKD	USD/COP
CNH/KRW	HKD/KRW	KRW/CHF	PHP/IDR	USD/EGP
CNH/MYR	HKD/MYR	KRW/CNH	PHP/INR	USD/GHS
CNH/PHP	HKD/PHP	KRW/CNY	PHP/JPY	USD/IDR
CNH/TWD	HKD/TWD	KRW/EUR	PHP/KRW	USD/INR
CNY/AUD	IDR/AUD	KRW/GBP	PHP/MYR	USD/KES
CNY/CAD	IDR/CAD	KRW/IDR	PHP/NZD	USD/KRW
CNY/CHF	IDR/CHF	KRW/INR	PHP/THB	USD/KZT
CNY/EUR	IDR/CNH	KRW/JPY	PHP/TWD	USD/MYR
CNY/GBP	IDR/CNY	KRW/MYR	SGD/CNY	USD/NGN
CNY/HKD	IDR/EUR	KRW/NZD	SGD/IDR	USD/PEN
CNY/IDR	IDR/GBP	KRW/PHP	SGD/INR	USD/PHP
CNY/INR	IDR/HKD	KRW/SGD	SGD/KRW	USD/RUB
CNY/JPY	IDR/INR	KRW/THB	SGD/MYR	USD/TWD
CNY/KRW	IDR/JPY	KRW/TWD	SGD/PHP	USD/UAH
CNY/MYR	IDR/KRW	MYR/AUD	SGD/TWD	USD/VND
CNY/NZD	IDR/MYR	MYR/CAD	THB/CNY	USD/ZMW
CNY/PHP	IDR/NZD	MYR/CHF	THB/IDR	

Non-Deliverable Forward Foreign Exchange Contracts

Terms and Conditions

<p>Summary:</p>	<p>A non-deliverable forward (“NDF”) is an outright forward in which the counterparties settle the difference between the contracted NDF price or rate and the prevailing spot price or rate on an agreed notional amount in an agreed settlement currency.</p>
<p>Reference Currency (<i>i.e.</i>, Non-Delivery Currency):</p>	<ul style="list-style-type: none"> • AOA Angolan Kwanza • ARS Argentine Peso • BDT Bangladeshi Taka • BRL Brazilian Real • CLP Chilean Peso • COP Colombian Peso • CNY Chinese Renminbi • DZD Algerian Dinar • EGP Egyptian pound • GHS Ghanaian Cedi • GTQ Guatemalan quetzal • IDR Indonesian Rupiah • INR Indian Rupee • KES Kenyan Shilling • KRW South Korean Won • KZT Kazakh tenge • LKR Sri Lankan Rupee • MAD Moroccan Dirham • MUR Mauritian Rupee • MYR Malaysian Ringgit • MZN Mozambican Metical • NGN Nigerian Naira • PEN Peruvian nuevo sol • PHP Philippine Peso • PKR Pakistani Rupee • RUB Russian ruble • TND Tunisian Dinar • TWD Taiwan Dollar • TZS Tanzanian Shilling

Non-Deliverable Forward Foreign Exchange Contracts

	<ul style="list-style-type: none"> • UAH Ukrainian Hryvnia • UGX Ugandan Shilling • UYU Uruguayan peso • VEB Venezuelan bolívar • VND Vietnamese đồng • XAF Central African CFA Franc • XOF West African CFA Franc • ZMW Zambian Kwacha
Settlement Currency:	<ul style="list-style-type: none"> • AUD Australian Dollar • CAD Canadian Dollar • EUR Euro • GBP British Pound • JPY Japanese Yen • USD US Dollar • CHF Swiss Franc
Quoting Convention and Minimum Increment:	Notional amount, as agreed by counterparties.
Minimum Size:	Notional amount, as agreed by counterparties.
Notional Currency:	Currency in which contract size is expressed, as agreed by counterparties.
Trading Conventions:	Buy or Sell which refers to the contract size expressed in notional currency.
Forward Rates:	Currency exchange rate expressed as the amount of reference currency per unit of settlement currency.
Trade Date:	The date on which parties enter into the contract.
Settlement Date:	Specified settlement or payment date, as agreed by counterparties.
Fixing Date:	The date at which the difference between the prevailing market exchange rate and the agreed upon exchange rate is calculated.
Settlement Procedure:	Bilateral settlement performed in settlement currency.
Disruption Events:	<p>Unless otherwise specified by the parties, as set forth in the EMTA Template Terms for Non-Deliverable FX Forward Transactions applicable to the Reference Currency and Settlement Currency:</p> <p>http://www.emta.org/ndfft.aspx</p>

PO Index Contracts**Terms and Conditions**

Summary:	This covers Markit PO Fixed for Floating Swap Transactions (the “Contracts”).
Limitations on Available Selections and Default Settings:	The terms under which the Contracts may be traded are as specified in these terms and conditions. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions; (b) ISDA OTC Taxonomies; and (c) the Markit PO Standard Terms Supplement (June 12, 2010 version) or any subsequent Standard Terms Supplement (the “Standard Terms”).
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Credit
ISDA OTC Base Product:	Index
ISDA OTC Sub-Product:	PO
ISDA OTC Transaction Type:	PO
Further Limitations:	None
Terms:	
Effective Date:	As specified by the parties, subject to adjustment in accordance with the Standard Terms.
Scheduled Termination Date:	As agreed by the parties.
Termination Date:	Per the Standard Terms.
Notional Amount:	An amount is USD agreed by the parties.
Index:	One of the Markit PO Index series, as specified by the parties from all then-available series (to the extent such series is not then a narrow-based index within the meaning of the CFTC’s regulations).
Annex Date:	As agreed by the parties.
Index Provider:	Per the Standard Terms.
Fixed Rate Payer:	As agreed by the parties.
Floating Rate Payer:	As agreed by the parties.
Period End Dates:	Per the Standard Terms.
Reset Dates:	Per the Standard Terms
Payment Dates:	Per the Standard Terms.
Calculation Agent:	As agreed by the parties or, if not so agreed, per the Standard Terms.
Day Count Fraction:	Per the Standard Terms.
Business Days:	For any purpose, per the Standard Terms.
Business Day Convention:	Per the Standard Terms.
Initial Payment:	

Initial Payment:	Per the Standard Terms.
Initial Payment Amount:	An amount in USD as specified by the parties.
Initial Payment Payer:	As specified by the parties.
Initial Payment Date:	Per the Standard Terms.
Settlement Payments	
Mark to Market Amount Payment:	Per the Standard Terms.
Mark to Market Amount Payer:	Per the Standard Terms.
Mark to Market Amount:	Per the Standard Terms.
Financing Payment:	Per the Standard Terms.
Financing Payment Amount:	Per the Standard Terms.
Principal Payment:	Per the Standard Terms.
Principal Payment Amount:	Per the Standard Terms.
Net Payment:	Per the Standard Terms.
Net Payment Amount Payer:	Per the Standard Terms.
Net Payment Amount:	Per the Standard Terms.
Agency Coupon:	Per the Standard Terms.
Index LIBOR:	Per the Standard Terms.
Index Factor:	Per the Standard Terms.
Commencing Index Factor:	Per the Standard Terms.
Period End Index Factor:	Per the Standard Terms.
Index Price:	Per the Standard Terms.
Commencing Index Price:	Per the Standard Terms.
Period End Index Price:	Per the Standard Terms.
Event Affecting the Index:	
Events and Adjustments:	All are per the Standard Terms.

Single Currency Fixed for Floating Interest Rate Swaps - CME Cleared

Terms and Conditions

Summary:	This covers single currency fixed for floating interest rate swaps cleared by the Chicago Mercantile Exchange Inc. (“CME”).
Limitations on Available Selections and Default Settings:	The terms under which a Single Currency Fixed for Floating Interest Rate Swap/CME Cleared may be traded are as specified in these terms and conditions, which incorporate the CME Rulebook, in particular Chapters 900 and 901 (and any successor provisions) and the CME Cleared IRS Product Scope (or any successor). By electing to trade a Single Currency Fixed for Floating Interest Rate Swap/CME Cleared, participants are representing that they are familiar with the CME Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the CME Rulebook as in effect from time to time. The CME Rulebook itself may incorporate certain additional standards, such as the 2000 ISDA Definitions and 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and CME contracts, since the CME may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float and OIS
Further Limitations:	Must comply with CME Clearing Requirements.
Terms:	
Definition Set:	The definition set (<i>e.g.</i> , ISDA 2000/ISDA2006) elected by, or otherwise binding on, the parties in accordance with the CME Rulebook.
Effective Date:	As per the CME Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the CME Rulebook. This may vary from period to period to the extent permitted by the CME Rulebook. The CME Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the CME Rulebook.
Business Days:	As per the CME Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the CME Rulebook.
Trade Date:	As per the CME Rulebook.

Single Currency Fixed for Floating Interest Rate Swaps - CME Cleared

Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the CME Rulebook.
Termination Date Business Day Convention:	As per the CME Rulebook, and thus subject to limitations based on other terms of the transaction.
Stub Periods:	Permitted to the extent allowed under the CME Rulebook.
Fixed Rate Payer Payment Dates:	As per the CME Rulebook.
Fixed Amount:	As per the CME Rulebook, which may permit use of a schedule.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the CME Rulebook.
Floating Rate Payer Payment Dates:	As per the CME Rulebook.
Floating Amount:	As per the CME Rulebook.
Floating Rate Option:	As determined by the parties, subject to the CME Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	As per the CME Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the CME Rulebook.
Reset Dates:	As the per CME Rulebook.
Floating Rate Daycount Fraction:	As per the CME Rulebook.
Floating Rate for Initial Calculation Period:	As per the CME Rulebook.
Fixed Rate Payer:	As determined by the parties.
Floating Rate Payer:	As determined by the parties.
Compounding:	As per the CME Rulebook.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitations in the CME Rulebook.
Payment Date for Additional Payment/Fees	As determined by the parties, subject to limitations in the CME Rulebook.

Single Currency Fixed for Floating Interest Rate Swaps – LCH Cleared**Terms and Conditions**

Summary:	This covers single currency fixed for floating swaps cleared by LCH.Clearnet (“LCH”).
Limitations on Available Selections and Default Settings:	The terms under which a Single Currency Fixed for Floating Interest Rate Swaps/LCH Cleared contract may be traded are as specified in these terms and conditions, which incorporate the LCH Rulebook, in particular Schedule 4A (or any successor provisions). By electing to trade a Single Currency Fixed for Floating Interest Rate Swap/LCH Cleared, participants are representing that they are familiar with the LCH Rulebook and the limitations on transaction terms contained in it.
Incorporated Standards:	This contract description incorporates by reference the LCH Rulebook as in effect from time to time. The LCH Rulebook itself may incorporate certain additional standards, such as the 2000 ISDA Definitions and 2006 ISDA Definitions. Be aware that the timing of effectiveness of amendments or supplements to the ISDA standards may vary between bilateral and LCH contracts, since the LCH may reserve the right to select when and how such changes become effective.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Interest Rate
ISDA OTC Base Product:	IR Swap
ISDA OTC Sub-Product(s):	Fixed Float and OIS
Further Limitations:	Must comply with LCH Clearing Requirements
Terms:	
Definition Set:	The definition set (e.g., ISDA 2000/ISDA 2006) elected by, or otherwise binding on, the parties in accordance with the LCH Rulebook.
Notional Amount:	An amount in Currency determined by the parties subject to limitations in the LCH Rulebook. This may vary from period to period to the extent permitted by the LCH Rulebook. The LCH Rulebook may limit the Currencies and Floating Rate Options for which variable notionals are permitted.
Currency:	One of the currencies permitted for the relevant transaction type per the LCH Rulebook.
Trade Date:	As per the LCH Rulebook.
Effective Date:	As per the LCH Rulebook.
Termination Date:	As agreed by the parties, subject to any minimum or maximum tenor in the LCH Rulebook.
Payer for Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook.
Additional Payment/Fees:	As determined by the parties, subject to limitations in the LCH Rulebook
Payment Date for Additional Payment/Fees	As determined by the parties, subject to limitations in the LCH Rulebook, which may limit the earliest or latest day on which such fees may be paid based on Currency or other factors.

Single Currency Fixed for Floating Interest Rate Swaps – LCH Cleared

Business Days:	As per the LCH Rulebook, which may require certain Business Days be applicable on a per Currency or Floating Rate Option Basis and may otherwise limit the available Business Day locations which can be elected.
Business Day Convention:	As per the LCH Rulebook.
Stub Periods:	Permitted to the extent allowed under the LCH Rulebook.
Fixed Rate Payer:	As determined by the parties.
Fixed Rate Payer Payment Dates:	As per the LCH Rulebook.
Fixed Amount:	As per the LCH Rulebook, which may permit use of a schedule.
Fixed Rate:	As agreed by the parties, subject to any minimum or maximum rate and per-period variability permitted in the LCH Rulebook.
Floating Rate Payer	As determined by the parties.
Floating Rate Payer Payment Dates:	As per the LCH Rulebook.
Floating Rate Payer Compounding Dates:	As per the LCH Rulebook.
Floating Amount:	As per the LCH Rulebook.
Floating Rate Option:	As determined by the parties, subject to the LCH Rulebook, which may provide a more limited list of available options for a Currency than does the Definition Set.
Designated Maturity:	As per the LCH Rulebook, which may provide a more limited set of Designated Maturities than does the related rate source page.
Spread:	Subject to any minimum or maximum rate and per-period variability permitted by the LCH Rulebook.
Reset Dates:	As the per LCH Rulebook.
Floating Rate Daycount Fraction:	As per the LCH Rulebook.
Negative Interest Rates:	As per the LCH Rulebook, which may require use of a single method.
Withholding and Tax:	As per the LCH Rulebook.
Governing Law:	As per the LCH Rulebook, which may dictate the law applicable to the Transaction.

U.S. Electricity – Fixed/Floating Swap Contracts**Terms and Conditions**

Summary:	This covers fixed-for-floating U.S. electricity swaps (“U.S. Electricity – Fixed/Floating Swap Contracts”).
Limitations on Available Selections and Default Settings:	<p>The terms under which U.S. Electricity – Fixed/Floating Swap Contracts may be traded are shown below or in the attached tables.</p> <p>For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest.</p> <p>In many cases there are normal “vanilla” terms on which the parties will transact.</p> <p>These are shown as “Default” and will apply unless the parties vary them.</p>
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions (“Commodity Definitions”)
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Energy
ISDA OTC Sub-Product:	Elec
ISDA OTC Transaction type:	Swap
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Effective Date:	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Days:	USNY
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Termination Date:	As specified by the parties.
Termination Date Business Days:	USNY
Termination Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Commodity	As specified by the parties from among the Available Commodities.
Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Settlement Periods:	If specified by the parties or if applicable to the relevant Commodity Reference Price and specified herein. Parties may specify one of the Available Set Tenors as a Settlement Period or may specify another period.

U.S. Electricity – Fixed/Floating Swap Contracts

Applicable Days:	If applicable to the relevant Commodity Reference Price and specified therein or if applicable to the relevant Available Set Tenor and specified therein (i.e., Month). Applicable Days does not apply to Commodity Reference Prices under the headings “ISDA Definition” or “Exchange Definition”.
Duration:	Hourly
Start Time(s)/End Time(s):	If specified by the parties or if applicable to the relevant Commodity Reference Price and specified herein.
Payment Dates:	In relation to each Calculation Period, as specified by the parties, each such day being subject to adjustment in accordance with the Payment Date Business Day Convention.
Payment Date Business Days:	USNY
Payment Date Business Day Convention:	As specified by the parties.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties per Unit of the Commodity.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Applicable Spread:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Calculation Agent:	As agreed by the parties.

U.S. Electricity – Fixed/Floating Swap Contracts Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY

U.S. Electricity – Fixed/Floating Swap Contracts Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

U.S. Electricity – Fixed/Floating Swap Contracts

U.S. Electricity – Fixed/Floating Swap Contracts Available Set Tenors

Set Tenor	Settlement Period	
Month	The specified calendar month; if OFF PEAK/PEAK is not specified, PEAK is assumed	
Season	Season	Days in Specified Year
	Winter	1 January through the last day of February in the specified year
	Spring	1 March through 30 April in the specified year
	Summer	1 July through 31 August in the specified year
Quarter	Quarter Number	Days in Specified Year
	Q1	1 January through 31 March
	Q2	1 April through 30 June
	Q3	1 July through 30 September
	Q4	1 October through 31 December
Calendar Year	1 January through 31 December in the specified year	
Planning Year	1 June in the specified beginning calendar year through 31 May in the specified ending calendar year	

U.S. Electricity – Fixed/Floating Swap Contracts Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

Note that these Commodity Reference Prices relate to all hours in the Pricing Date (i.e., are “Around the Clock”); for the equivalent Peak and Off-Peak prices, see below.

ISDA Definition
ELECTRICITY-NYISO-ZONE A (WEST)-DAY AHEAD
ELECTRICITY-NYISO-ZONE G (HUD VL)-DAY AHEAD
ELECTRICITY-NYISO-ZONE J (N.Y.C.)-DAY AHEAD
ELECTRICITY-ISO NEW ENGLAND-MASS HUB-DAY AHEAD
ELECTRICITY-ISO NEW ENGLAND-NE MASS BOSTON-DAY AHEAD
ELECTRICITY-PJM-EASTERN HUB-DAY AHEAD
ELECTRICITY-PJM-PSEG-DAY AHEAD
ELECTRICITY-PJM-WESTERN HUB-DAY AHEAD

Exchange Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions. **Note that these Commodity Reference Prices relate to all hours in the Pricing Date (i.e., are “Around the Clock”); for the equivalent Peak and Off-Peak prices, see below.**

ISDA Definition					
Commodity Reference Price	Relevant Commodity	Relevant Unit	Exchange	Currency	Specified Price

U.S. Electricity – Fixed/Floating Swap Contracts

ELECTRICITY- NP15 DAY AHEAD PEAK- ICE	Electricity	MwH	ICE	USD 0.01	"ELECTRICITY- CAISO-NP15- DAY AHEAD"
ELECTRICITY- NP15 DAY AHEAD PEAK- ICE	Electricity	MwH	ICE	USD 0.01	"ELECTRICITY- CAISO-NP15- DAY AHEAD"
ELECTRICITY- SP15 DAY AHEAD OFF PEAK-ICE	Electricity	MwH	ICE	USD 0.01	"ELECTRICITY- CAISO-SP15- DAY AHEAD"
ELECTRICITY- SP15 DAY AHEAD PEAK- ICE	Electricity	MwH	ICE	USD 0.01	"ELECTRICITY- CAISO-SP15- DAY AHEAD"
ELECTRICITY- PALO VERDE OFF PEAK-ICE	Electricity	MwH	ICE	USD 0.01	ELECTRICITY- PALO VERDE OFF-PEAK-ICE
ELECTRICITY- PALO VERDE PEAK-ICE	Electricity	MwH	ICE	USD 0.01	ELECTRICITY- PALO VERDE PEAK-ICE
ELECTRICITY- MID C OFF PEAK-ICE	Electricity	MwH	ICE	USD 0.01	ELECTRICITY- MID C OFF- PEAK-ICE
ELECTRICITY- MID C PEAK-ICE	Electricity	MwH	ICE	USD 0.01	ELECTRICITY- MID C PEAK-ICE

Non-ISDA, Non-Exchange Definitions

For any of the Commodity Reference Prices below, the price for the Settlement Period specified for that Pricing Date will be that hour's Specified Price per MWh of electricity for delivery on an Applicable Day specified for that Commodity Reference Price, published by the specified Source on the specified Page under the specified Heading (or any successor Source, Page or Heading), that reports prices effective on such Applicable Day.

U.S. Electricity – Fixed/Floating Swap Contracts

Commodity Reference Price	Settlement Period	Source	Page	Heading
ELECTRICITY-PJM-AEP DAYTON HUB-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-AEP DAYTON HUB-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-AEP DAYTON HUB-OFF PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-AEP DAYTON HUB-ATC REALTIME	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-AEP DAYTON HUB-OFF PEAK REAL TIME	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-AEP DAYTON HUB-OFF PEAK REAL TIME	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	AEP DAYTON HUB, TotalLMP
ELECTRICITY-PJM-COMED HUB-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	COMED, TotalLMP
ELECTRICITY-PJM-COMED HUB-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	COMED, TotalLMP
ELECTRICITY-PJM-COMED HUB-OFF PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	COMED, TotalLMP
ELECTRICITY-MISO-INDIANA HUB-ATC DAY AHEAD	N/A	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-INDIANA HUB-OFF PEAK DAY AHEAD	Eastern Off Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-INDIANA HUB- PEAK DAY AHEAD	Eastern Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)

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ELECTRICITY-MISO-INDIANA HUB-ATC REAL TIME	N/A	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Real -Time, Report: Real-Time Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-INDIANA HUB-OFF PEAK REAL TIME	Eastern Off Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Real -Time, Report: Real-Time Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-INDIANA HUB-PEAK REAL TIME	Eastern Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Real -Time, Report: Real-Time Pricing (pdf))	Indiana Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-MICHIGAN HUB-ATC DAY AHEAD	N/A	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Michigan Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-MICHIGAN HUB-OFF PEAK DAY AHEAD	Central Off Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Michigan Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-MICHIGAN HUB-PEAK DAY AHEAD	Central Peak	MISO	https://www.misoenergy.org/Library/MarketReports/Pages/MarketReports.aspx (Report Type: Day-Ahead, Report: Name: Day Ahead Pricing (pdf))	Michigan Hub, LMP Prices (\$ per MW)
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-OFF PEAK DAY AHEAD	Central Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-PEAK DAY AHEAD	Central Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-ATC REAL TIME	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-OFF PEAK REAL TIME	Central Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	N ILLINOIS HUB, TotalLMP

U.S. Electricity – Fixed/Floating Swap Contracts

ELECTRICITY-MISO-NORTHERN ILLINOIS HUB-PEAK REAL TIME	Central Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	N ILLINOIS HUB, TotalLMP
ELECTRICITY-ISO NEW ENGLAND-CONNECTICUT ZONE-ATC DAY AHEAD	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.CONNECTICUT, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-CONNECTICUT ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.CONNECTICUT, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-CONNECTICUT ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.CONNECTICUT, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-ATC DAY AHEAD	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-ATC DAY AHEAD	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.MAINE, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MAINE ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly	.Z.MAINE, Locational Marginal Pricing \$/MWh

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ISO NEW ENGLAND-MAINE ZONE-PEAK DAY AHEAD			ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MASS HUB-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-ISO NEW ENGLAND-MASS HUB-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.H.INTERNAL_HUB, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-MASS HUB-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.H.INTERNAL_HUB, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-SEMASS ZONE-DAY AHEAD	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.SEMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-SEMASS ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.SEMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-SEMASS ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.SEMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-NEMASSBOST ZONE-DAY AHEAD	See ISDA Definition			
ELECTRICITY-ISO NEW ENGLAND-NEMASSBOST ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.NEMASSBOST, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-NEMASSBOST ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.NEMASSBOST, Locational Marginal Pricing \$/MWh

U.S. Electricity – Fixed/Floating Swap Contracts

ELECTRICITY-ISO NEW ENGLAND-WCMASS ZONE-DAY AHEAD	N/A	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.WCMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-WCMASS ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.WCMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY-ISO NEW ENGLAND-WCMASS ZONE-PEAK DAY AHEAD	Eastern Peak	ISO NE	http://www.iso-ne.com/markets/hst_rpts/hstRpts.do?category=Hourly Report Type: Hourly Data; Report Day-Ahead LMPs (March 2003 - Present)	.Z.WCMASS, Locational Marginal Pricing \$/MWh
ELECTRICITY-PJM-ATLANTIC ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AECO ZONE, TotalLMP
ELECTRICITY-PJM-ATLANTIC ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AECO ZONE, TotalLMP
ELECTRICITY-PJM-ATLANTIC ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	AECO ZONE, TotalLMP
ELECTRICITY-PJM-BALTIMORE GAS AND ELECTRIC ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	BGE ZONE, TotalLMP
ELECTRICITY-PJM-BALTIMORE GAS AND ELECTRIC ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	BGE ZONE, TotalLMP
ELECTRICITY-PJM-BALTIMORE GAS AND ELECTRIC ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	BGE ZONE, TotalLMP
ELECTRICITY-PJM-DPL ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	DPL ZONE, TotalLMP
ELECTRICITY-PJM-DPL ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	DPL ZONE, TotalLMP

U.S. Electricity – Fixed/Floating Swap Contracts

ELECTRICITY-PJM-DPL ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	DPL ZONE, TotalLMP
ELECTRICITY-PJM-EASTERN HUB-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-PJM-EASTERN HUB-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	EASTERN HUB, TotalLMP
ELECTRICITY-PJM-EASTERN HUB- PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	EASTERN HUB, TotalLMP
ELECTRICITY-PJM-JCPL ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	JCPL ZONE, TotalLMP
ELECTRICITY-PJM-JCPL ZONE-OFF PEAK DAY AHEAD	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	JCPL ZONE, TotalLMP
ELECTRICITY-PJM-JCPL ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	JCPL ZONE, TotalLMP
ELECTRICITY-PJM-METED ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	METED ZONE, TotalLMP
ELECTRICITY-PJM-METED ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	METED ZONE, TotalLMP
ELECTRICITY-PJM-METED ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	METED ZONE, TotalLMP
ELECTRICITY-PJM-PECO ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PECO ZONE, TotalLMP
ELECTRICITY-PJM-PECO ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PECO ZONE, TotalLMP
ELECTRICITY-PJM-PECO ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PECO ZONE, TotalLMP
ELECTRICITY-PJM-PEPCO ZONE-ATC DAY	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PEPCO ZONE, TotalLMP

U.S. Electricity – Fixed/Floating Swap Contracts

AHEAD				
ELECTRICITY-PJM-PEPCO ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PEPCO ZONE, TotalLMP
ELECTRICITY-PJM-PEPCO ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PEPCO ZONE, TotalLMP
ELECTRICITY-PJM-PPL ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY-PJM-PPL ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY-PJM-PPL ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY-PJM-PPL ZONE-ATC DAY AHEAD	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY-PJM-PPL ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY-PJM-PPL ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PPL ZONE, TotalLMP
ELECTRICITY-PJM-PSEG ZONE-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-PJM-PSEG ZONE-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PSEG ZONE, TotalLMP
ELECTRICITY-PJM-PSEG ZONE-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	PSEG ZONE, TotalLMP
ELECTRICITY-PJM-WEST-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-PJM-WEST-OFF PEAK DAY AHEAD	Eastern Off-Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	WESTERN HUB, TotalLMP
ELECTRICITY-PJM-WEST-PEAK DAY AHEAD	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/day-ahead/lmpda.aspx	WESTERN HUB, TotalLMP

U.S. Electricity – Fixed/Floating Swap Contracts

ELECTRICITY-PJM-WEST HUB-ATC REALTIME	N/A	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	WESTERN HUB HUB, TotalLMP
ELECTRICITY-PJM-WEST HUB-OFF PEAK REAL TIME	Eastern Off Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	WESTERN HUB HUB, TotalLMP
ELECTRICITY-PJM-WEST HUB-OFF PEAK REAL TIME	Eastern Peak	PJM	http://www.pjm.com/markets-and-operations/energy/real-time/lmp.aspx	WESTERN HUB HUB, TotalLMP
ELECTRICITY-NYISO-NY ZONE A-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-NYISO-NY ZONE A-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	WEST, LBMP (\$/MWHr)
ELECTRICITY-NYISO-NY ZONE A- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	WEST, LBMP (\$/MWHr)
ELECTRICITY-NYISO-NY ZONE A-ATC DAY AHEAD	ATC	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	WEST, LBMP (\$/MWHr)
ELECTRICITY-NYISO-NY ZONE A-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	WEST, LBMP (\$/MWHr)
ELECTRICITY-NYISO-NY ZONE A- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	CENTRL, LBMP (\$/MWHr)
ELECTRICITY-NYISO-NY ZONE C-ATC DAY AHEAD	ATC	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	CENTRL, LBMP (\$/MWHr)
ELECTRICITY-NYISO-NY ZONE C-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	CENTRL, LBMP (\$/MWHr)
ELECTRICITY-NYISO-NY ZONE C- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	CENTRL, LBMP (\$/MWHr)
ELECTRICITY-NYISO-NY ZONE G-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-NYISO-NY ZONE G-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	HUD VL, LBMP (\$/MWHr)

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ELECTRICITY-NYISO-NY ZONE G- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	HUD VL, LBMP (\$/MWhr)
ELECTRICITY-NYISO-NY ZONE H-ATC DAY AHEAD	See ISDA Definition			
ELECTRICITY-NYISO-NY ZONE H-OFF PEAK DAY AHEAD	Eastern Off Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	N.Y.C., LBMP (\$/MWhr)
ELECTRICITY-NYISO-NY ZONE H- PEAK DAY AHEAD	Eastern Peak	NYISO	http://www.nyiso.com/public/markets_operations/market_data/pricing_data/index.jsp (Report Type: Day-Ahead Market LBMP/Zonal)	N.Y.C., LBMP (\$/MWhr)
ELECTRICITY-CAISO-NP 15 ATC	Notwithstanding the Commodity Definitions, will be calculated as the weighted average of the ELECTRICITY-NP15- PEAK-ICE and ELECTRICITY-NP15- OFF-PEAK-ICE Commodity Reference Prices for the relevant period, weighted on the basis of the number of hourly periods in the relevant period which are peak and off-peak respectively (with peak and off peak having the meaning specified in the definition of the Commodity Reference Price by the Exchange).			
ELECTRICITY-CAISO-SP 15 ATC	Notwithstanding the Commodity Definitions, will be calculated as the weighted average of the ELECTRICITY-SP15- PEAK-ICE and ELECTRICITY-SP15- OFF-PEAK-ICE Commodity Reference Prices for the relevant period, weighted on the basis of the number of hourly periods in the relevant period which are peak and off-peak respectively (with peak and off peak having the meaning specified in the definition of the Commodity Reference Price by the Exchange).			
ELECTRICITY-PALO VERDE ATC-ICE	Notwithstanding the Commodity Definitions, will be calculated as the weighted average of the ELECTRICITY-PALO VERDE PEAK-ICE and ELECTRICITY-PALO VERDE OFF-PEAK-ICE Commodity Reference Prices for the relevant period, weighted on the basis of the number of hourly periods in the relevant period which are peak and off-peak respectively (with peak and off peak having the meaning specified in the definition of the Commodity Reference Price by the Exchange)			
ELECTRICITY-MID C ATC-ICE	Notwithstanding the Commodity Definitions, will be calculated as the weighted average of the ELECTRICITY-MID C PEAK-ICE and ELECTRICITY-MID C OFF-PEAK-ICE Commodity Reference Prices for the relevant period, weighted on the basis of the number of hourly periods in the relevant period which are peak and off-peak respectively (with peak and off peak having the meaning specified in the definition of the Commodity Reference Price by the Exchange)			

U.S. Electricity – Fixed/Floating Swap Contracts Specified Time Periods

	Non-FERC Holidays (all times are Hours Ending and use 24-hour clock)	FERC Holidays
California Off Peak	Excludes 0700 through 2200 Pacific Prevailing Time	Includes all hours on FERC Holidays
California Peak	Includes 0700 through 2200 Pacific Prevailing Time	Excludes all hours on FERC Holidays
Eastern Off Peak ¹	Excludes 0800 through 2300 Eastern Prevailing Time	Includes all hours on FERC Holidays
Eastern Peak	Includes 0800 through 2300 Eastern Prevailing Time	Excludes all hours on FERC Holidays

¹ Times for Commodity Reference Prices reported for Central Timezone (e.g., Illinois, Michigan) will be converted to their Eastern time equivalents

USD Equity Basket Swap (Broad Based)**Terms and Conditions**

Summary:	This covers equity total-return swaps on broad-based baskets of equities traded in USD. For purposes of relevant CFTC and SEC regulations, such basket shall be on a broad-based index.
Limitations on Available Selections and Default Settings:	The terms under which USD Equity Basket Swap (Broad Based) may be traded are shown below or in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. For Business Days, the defaults shall be the locations specified for the relevant currency, any additional locations specified for the relevant Floating Rate Options. In many cases there are normal “vanilla” terms on which the parties will transact. These are shown as “Default ” and will apply unless the parties vary them. In some cases, the same contract might have different terms depending on the market in which it is traded (<i>e.g.</i> , London versus NY). In that case the default settings may vary by market.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: (a) 2006 ISDA Definitions; (b) 2002 ISDA Equity Derivatives Definitions; and (c) Annex SS to 2004 Americas Interdealer Master Equity Derivatives Confirmation (except that references therein to the 2000 ISDA Definitions shall be deemed references to the 2006 ISDA Definitions). For convenience, certain terms are mapped to their FpML 5.5 equivalent.
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Equity
ISDA OTC Base Product:	Swap
ISDA OTC Sub-Product:	Price Return Basic Performance
ISDA OTC Transaction type:	Basket
Further Limitations:	None
Terms:	
Type of Transaction:	Share Basket Swap Transaction
Trade Date:	As agreed by the parties.
Notional Amount (“notional”):	An amount in USD agreed by the parties.
Effective Date (“effectiveDate”):	Per Annex SS, unless otherwise agreed by the parties.
Effective Date Business Days:	As specified by the parties from among the Available Business Days.
Effective Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.

USD Equity Basket Swap (Broad Based)

Termination Date (“terminationDate”):	Per Annex SS, unless otherwise specified by the parties.
Basket:	As specified by the parties in compliance with the rules and regulations of the CFTC and SEC applicable to broad-based indices.
Exchange(s):	As specified by the parties with respect to each Share comprised in the Basket.
Related Exchanges:	Per Annex SS, unless otherwise agreed by the parties.
Hedging Party:	As specified by the parties.
Determining Party:	As specified by the parties.
Equity Amounts:	
Equity Amount Payer (“payerPartyReference”):	As specified by the parties.
Equity Notional Amount:	As specified by the parties.
Equity Notional Reset:	Per Annex SS.
Type of Return:	Total Return
Initial Price:	As specified by the parties and adjusted in accordance with Annex SS.
Final Price:	As per Annex SS unless otherwise agreed by the parties.
Valuation Time:	As per Annex SS unless otherwise agreed by the parties.
Valuation Date:	As specified by the parties.
Floating Amount:	
Floating Rate Payer (“payerPartyReference”):	As specified by the parties.
Notional Amount (“notionalAmount”):	As per Annex SS.
Payment Dates:	As per Annex SS, unless otherwise agreed by the parties.
Floating Rate Option (“floatingRateIndex”):	As per Annex SS, unless otherwise agreed by the parties.
Designated Maturity (“indexTenor”)	As specified by the parties.
Spread:	As specified by the parties.
Day Count Fraction:	Actual/360
Reset Date (“resetDate”):	As specified by the parties.
Payment Dates Business Days:	As specified by the parties.
Business Days (Other Than Payment Dates):	As specified by the parties.
Business Day Convention (Other Than Payment Dates):	As per Annex SS, unless otherwise specified by the parties.
Settlement Terms:	
Cash Settlement:	Applicable
Settlement Currency:	USD
Dividends:	
Dividend Payment Date(s):	As per Annex SS unless otherwise agreed by the parties.
Dividend Period:	As per Annex SS unless otherwise agreed by the parties.
Dividend Amount:	As per Annex SS unless otherwise agreed by the parties.
Relevant Dividend:	If type of return is “Total Return” as per Annex SS unless otherwise agreed by the parties.
Reinvestment of Dividends:	Inapplicable
Dividend Recovery:	As per Annex SS unless otherwise agreed by the parties.
Adjustment Events:	
Method of Adjustment:	As per Annex SS unless otherwise agreed by the parties.
Options Exchange:	As agreed by the parties if “Options Exchange Adjustment” is applicable.
Consequences of Merger Events:	
Share-for-Share:	As per Annex SS unless otherwise agreed by the parties.
Share-for-Other:	As per Annex SS unless otherwise agreed by the parties.
Share-for-Combined:	As per Annex SS unless otherwise agreed by the parties.
Options Exchange:	As agreed by the parties if “Options Exchange Adjustment” is applicable.
Consequences of Tender Offers:	

USD Equity Basket Swap (Broad Based)

Tender Offer:	As per Annex SS, unless otherwise agreed by the parties.
Share-for-Share	As agreed by the parties if Tender Offer is applicable.
Share-for-Other:	As agreed by the parties if Tender Offer is applicable.
Share-for-Combined:	As agreed by the parties if Tender Offer is applicable.
Options Exchange:	As agreed by the parties if “Options Exchange Adjustment” is applicable.
Composition of Combined Consideration:	Per Annex SS unless otherwise agreed by the parties.
Nationalization, Insolvency or Delisting:	Per Annex SS unless otherwise agreed by the parties.
Additional Disruption Events:	
Change in Law:	As per Annex SS, unless otherwise agreed by the parties.
Insolvency Filing:	As per Annex SS, unless otherwise agreed by the parties.
Hedging Disruption:	As per Annex SS.
Increased Cost of Hedging:	As per Annex SS unless otherwise agreed by the parties.
Loss of Stock Borrow:	Inapplicable
Increased Cost of Stock Borrow:	Inapplicable
Non-Reliance:	As per Annex SS unless otherwise agreed by the parties.
Agreements and Acknowledgements Regarding Hedging Activities:	As per Annex SS.
Additional Acknowledgements:	As per Annex SS unless otherwise agreed by the parties.
Index Disclaimer:	As per Annex SS unless otherwise agreed by the parties.
Mutual Early Termination Right:	As agreed by the parties.
Interest Breakage Cost:	If Mutual Early Termination Right is applicable, as specified by the parties.
Calculation Agent:	As agreed by the parties.

Equity Index Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
No Adjustment
Preceding
FRN Convention/Eurodollar Convention

Equity Index Earliest and Latest Effective and Termination Dates

Currency	Earliest Effective Date	Latest Effective Date	Earliest Termination Date	Latest Termination Date
N/A	N/A	N/A	N/A	One Year from Effective Date

Equity Index Notional Amounts

Currency	Minimum	Increment	Maximum	Default
USD	10,000,000	1,000,000	N/A	N/A

Equity Index Requirements and Defaults

Date	Requirement	Default
Designated Maturities for Linear Interpolation		Tenors quoted next shorter and longer than the actual Calculation Period length

