

VIA CFTC PORTAL

May 17, 2023

Mr. Christopher Kirkpatrick  
Commodity Futures Trading Commission  
1155 21<sup>st</sup> Street NW  
Three Lafayette Centre  
Washington, DC 20581

**LCH Limited Self-Certification: Benchmark Reform – SGD SOR and THB THBFIX conversion**

Dear Mr. Kirkpatrick,

Pursuant to Commodity Futures Trading Commission (“CFTC”) Regulation §40.6(a), LCH Limited (“LCH”), a derivatives clearing organization registered with the CFTC, is submitting for self-certification revisions to its rules related to converting trades linked to USD LIBOR subject to planned future cessation (30th June 2023). This is specifically for the Singapore Dollar Swap Offered Rate (SGD SOR) and Thai Baht Interest Rate Fixing (THB THBFIX) index which use USD LIBOR as an input.

**Part I: Explanation and Analysis**

In line with the conversion processes delivered successfully for swaps linked to non-USD LIBORs in October and December 2021, LCH has announced its plans for conversion of SwapClear Contracts linked to SGD SOR and THB THBFIX over the weekend of June 9<sup>th</sup>, 2023. The conversion of SGD SOR and THB THBFIX will be into the market standard Risk Free Rate (RFR), namely Singapore Overnight Rate Average (SGD SORA) and Thai Overnight Repurchase Rate (THB THOR) respectively ahead of the actual cessation. In order to facilitate the conversion, LCH is creating new floating rate conversion annexes in its rules.

These revisions are in Section 2C (SwapClear Clearing Service) of the LCH Procedures and Section 2.1 (SwapClear) of the LCH FCM Procedures (jointly the “Procedures”).

In connection with this conversion, LCH will be removing eligibility for certain cleared swaps referencing SGD SOR and THB THBFIX at the same time. These changes are in the LCH Product Specific Contract Terms and Eligibility Manual and FCM Product Specific Contract Terms and Eligibility Manual.

In most respects, LCH’s conversion processes align with and rely on the fallback methodologies published by the International Swaps and Derivatives Association (“ISDA”) through Supplement 70 to the 2006 ISDA Definitions and the equivalent provisions in the 2021 ISDA Definitions (jointly the “ISDA Fallbacks”), which have been incorporated in all SwapClear Contracts (including for the purposes of this self-certification, FCM SwapClear Contracts) prior to the conversion date.

**An LSEG Business**

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## Part II: Description of Rule Changes

### Procedures:

The following is a summary of the revisions to be made to the Procedures.

### **SGD SOR and THB THBFIX SwapClear Contracts**

On the conversion date (June 10<sup>th</sup> 2023) stated in the Floating Rate Conversion Notice, LCH will amend SGD SOR and THB THBFIX Contracts such that the floating rate reference to SGD SOR and THB THBFIX will instead refer to SGD SORA and THB THOR respectively and will calculate the value of the converted SwapClear Contracts both prior to and following the conversion. A compensation payment will be called or paid on an account-by-account basis (House or Client) to compensate for this change in value.

In order to effect the conversion process, and due to certain systems limitations that restrict cleared contracts from having different Floating Rate Options for different periods of that contract, LCH will be required to make a number of operational bookings within the SwapClear system. These will not result in the registration of a new SwapClear Contract, unless a post conversion process, such as compression, is successfully effected with respect to those operational bookings.

Additional legal protections for LCH for the purposes of the conversion exercise, including a limitation of liability, are also included.

SGD SOR and THB THBFIX SwapClear Contracts will no longer be eligible for clearing from the conversion date.

### Product Specific Contract Terms and Eligibility Criteria Manual

In connection with the changes described above, LCH will be removing eligibility for certain cleared swaps at the same time, namely:

- Fixed vs SGD-SOR-Reuters interest rate swaps;
- Fixed vs SGD-SOR-VWAP interest rate swaps;
- Fixed vs SGD-SOR interest rate swaps;
- THB-THBFIX-REUTERS non-deliverable interest rate swaps; and
- THB-THBFIX non-deliverable interest rate swaps;

The changes to the rules are included as **Appendices I - IV** in black line form. The changes will be effective not earlier than June 9<sup>th</sup> 2023.

## Part III: Core Principle Compliance

LCH reviewed the proposed rule changes against the requirements of the Core Principles and finds it will continue to comply with all requirements and standards set forth therein. Specifically, this rule change has potential relevance to Core Principle C (Participant and Product Eligibility) and Core Principle L (Public Information).

The changes described in this filing ensure that LCH meets the objectives of Core Principle C, including that LCH have appropriate requirements for determining the eligibility of agreements, contracts, or transactions submitted for clearing, taking into account LCH's ability to manage the risks associated with such agreements, contracts, or transactions. The changes described in this filing provide for LCH's ability to amend, maintain, and risk manage SwapClear contracts

referencing SGD SOR and THB THBFIX during the benchmark reform process. Core Principle C also requires LCH to have rules providing that all swaps with the same terms and conditions established under LCH's rules are economically equivalent and may be offset with each other. These rule changes provide for the maintenance of such economic equivalence throughout the conversion.

LCH considered its product eligibility requirements, specifically those related to the maintenance of product terms and conditions, and determined that the changes discussed in this filing will not impact LCH's compliance with Core Principle C. As a result, LCH believes these changes are consistent with the requirements of Core Principle C on Participant and Product Eligibility under CFTC regulation §39.12.

The changes described in this filing also ensure that LCH meets the objectives of Core Principle L, including that, in addition to the specified requirements of §39.21, LCH make available any information that is relevant to participation in the clearing and settlement activities of LCH. LCH considered its public information requirements and believes including rules related to these contract conversions in its publicly available Regulations and Procedures maintains its compliance with Core Principle L. As a result, LCH believes these changes are consistent with the requirements of Core Principle L on Public Information under CFTC regulation §39.21.

#### **Part IV: Public Information**

LCH has posted a notice of pending certification with the CFTC and a copy of the submission on LCH's website at: <https://www.lch.com/resources/rulebooks/proposed-rule-changes>.

#### **Part V: Opposing Views**

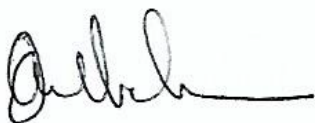
There were no opposing views expressed to LCH by governing board or committee members, members of LCH or market participants that were not incorporated into this proposal.

#### **Certification**

LCH hereby certifies to the CFTC, pursuant to the procedures set forth in CFTC Regulation §40.6, that the attached submission complies with the Commodity Exchange Act, as amended, and the regulations promulgated thereunder.

Should you have any questions please contact me at [lavannyan.mahalingam@lseg.com](mailto:lavannyan.mahalingam@lseg.com).

Yours sincerely,



Lavannyan Mahalingam  
Regulatory Advisor  
LCH Limited

**Appendix I**

Section 2C (SwapClear Clearing Service) of the LCH Procedures  
*Changed Pages*



**LCH LIMITED**

**PROCEDURES SECTION 2C**

**SWAPCLEAR CLEARING SERVICE**

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**SCHEDULE 6**  
**SWAPCLEAR SCM SERVICE – FLOATING RATE CONVERSION ANNEX –**  
**SGD SOR**

**13. SCOPE AND INTERPRETATION**

- (a) This Annex constitutes a “Floating Rate Conversion Annex” as defined in and pursuant to the Regulations and supplements and forms part of the Rulebook.
- (b) The terms of this Annex shall apply to all open SwapClear Contracts that (i) specify the In-Scope Floating Rate Option as the floating rate or use the In-Scope Floating Rate Option to calculate the floating amount thereunder and (ii) are registered with the Clearing House as of the end of the “business day” in New York on the applicable Conversion Cut-Off Date (each such SwapClear Contract, a **SGD SOR Contract**). For the avoidance of doubt, (A) no other SwapClear Contract shall be subject to, or affected by, the terms of this Annex and all SwapClear Contracts shall remain in full force and effect, and (B) other than as expressly set out in this Annex, the SwapClear Contract Terms shall not be amended, supplemented or modified by the terms of this Annex.
- (c) Capitalised terms used but not otherwise defined herein have the meaning given to them in the Regulations. The term "business day" has the meaning given to it in the Regulations.
- (d) The terms of this Annex relating to operational or procedural matters may be supplemented, modified, amended, replaced or withdrawn from time to time by the Clearing House in its sole discretion through a member circular or such other method as the Clearing House shall determine is appropriate.

**14. DEFINITIONS**

For the purposes of this Annex:

**Adjustment Spread** means, in relation to the In-Scope Floating Rate Option, the spread relating to that In-Scope Floating Rate Option for a period of the Designated Maturity (as defined in the ISDA Definitions) of that SGD SOR Contract provided by the Association of Banks in Singapore (“ABS”) and the Steering Committee for SOR & SIBOR Transition to SORA (“SC-STs”) (or a successor provider).

**Amended SGD SOR Contract** means each SGD SOR Contract after giving effect to the amendments made pursuant to Section 3 below.

**Cash Compensation Amount** means, in relation to all SGD SOR Contracts that specify the In-Scope Floating Rate Option as the floating rate or use the In-Scope Floating Rate Option to calculate the floating amount thereunder in a Proprietary Account, an Individual Segregated Account, or a "position account" within an Omnibus Segregated Account, the amount determined in accordance with Section 7 below.

**Cash Compensation Contract** means each contract determined by the Clearing House and registered in the relevant Proprietary Account, Individual Segregated Account or "position account" within an Omnibus Segregated Account pursuant to Section 7 below.

**Conversion Cut-Off Date** means, with respect to a SGD SOR Contract, the business day immediately prior to the Conversion Date applicable to such SGD SOR Contract as determined in accordance with the definition of “Conversion Date” below.

**Conversion Date** means June 10, 2023, or such other date as may be specified by the Clearing House from time to time through a member circular or such other method as the Clearing House shall determine is appropriate.

**Fallback RFR Value** means, in relation to a SGD SOR Contract, the net present value, determined by the Clearing House as of the applicable Conversion Date, of all future cash flows under that SGD SOR Contract on the basis that such SGD SOR Contract is not amended pursuant to this Annex. If the net present value represents an asset or positive value for the Clearing House, such Fallback RFR Value shall be a positive amount and if the net present value represents a liability or negative value for the Clearing House, such Fallback RFR Value shall be a negative amount.

**In-Scope Floating Rate Option** means SGD-SOR (as defined in the ISDA Definitions).

**ISDA Definitions** means the ISDA 2021 Interest Rate Definitions, as published by the International Swaps and Derivatives Association, Inc.

**Operational Straddle Period SGD SOR Booking** means an Operational Booking which has a “Reset Date” (as defined in the ISDA Definitions) which falls on, or prior to, the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to that In-Scope Floating Rate Option and relates to a Period End Date (as defined in the ISDA Definitions) that falls after the Conversion Date in relation to that In-Scope Floating Rate Option.

**Relevant Number of Business Days** means two Singapore Business Days (as defined in the ISDA Definitions).

**RFR Value** means, in relation to a SGD SOR Contract, the net present value, determined by the Clearing House as of the applicable Conversion Date, of all future cash flows under that SGD SOR Contract on the basis that such SGD SOR Contract is an Amended SGD SOR Contract. If the net present value represents an asset or positive value for the Clearing House, such RFR Value shall be a positive amount and if the net present value represents a liability or negative value for the Clearing House, such RFR Value shall be a negative amount.

**Straddle Period SGD SOR Contract** means a SGD SOR Contract which has a “Reset Date” (as defined in the ISDA Definitions) which falls on, or prior to, the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to the In-Scope Floating Rate Option specified in that SGD SOR Contract and relates to a Period End Date (as defined in the ISDA Definitions) that falls after the applicable Conversion Date.

## **15. AMENDMENTS TO SGD SOR CONTRACTS**

- (a) Pursuant to Regulation 60C of the Regulations, with effect from, and including, the applicable Conversion Date each SGD SOR Contract shall be amended in accordance with this Section 3.

Floating Rate Option:

- (b) From and including the first Reset Date falling after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) in relation to the In-Scope Floating Rate Option, and notwithstanding anything to the contrary in the SwapClear Contract Terms, including for the avoidance of doubt, any fallbacks in the ISDA Definitions in so far as they relate to such In-Scope Floating Rate Options, any references to SGD-SOR in the SwapClear Contract Terms shall be deemed to be replaced for all purposes with SGD-SORA-OIS Compound.

Adjustment Spread:

- (c) From and including the first Reset Date which falls on or after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) related to the In-Scope Floating Rate Option referenced in the relevant SGD SOR Contract, the "Floating Rate" under each SGD SOR Contract will, in addition to any "Spread" (as defined in the ISDA Definitions) already existing under the terms of the SGD SOR Contract, include the Adjustment Spread applicable to that In-Scope Floating Rate Option.

Payment Date Delay:

- (d) From and including the first Reset Date which falls on or after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) related to the In-Scope Floating Rate Option referenced in the relevant SGD SOR Contract, "Delayed Payment" (as defined in the ISDA Definitions) shall be "Applicable" and the number of days specified for such purposes shall be two (2) Business Days (with Business Days having the meaning specified in the terms of the original relevant SGD SOR Contract). The Clearing House and the SwapClear Clearing Members acknowledge and agree that pursuant to the ISDA Definitions such election means that each Payment Date (as defined in the ISDA Definitions) shall fall two (2) Business Days (with Business Days having the meaning specified in the terms of the original relevant SGD SOR Contract) after the relevant Period End Date or the Termination Date (each as defined in the ISDA Definitions), as applicable.

No Observation Period Shift:

- (e) For the avoidance of doubt, the Clearing House and the SwapClear Clearing Members acknowledge and agree that as a result of the amendment made in paragraph (b) above, each "Floating Rate" under each SGD SOR Contract shall be calculated over the relevant "Calculation Period" without any shift, adjustment or "observation shift" and all of the provisions relating thereto in the ISDA Definitions shall not apply to the calculation of the "Floating Rate" under each SGD SOR Contract.

Consequential Amendments:

- (f) The Clearing House shall make any consequential amendments to the terms of each SGD SOR Contract as it deems necessary in connection with, and to give effect to, the amendments in this Section 3.



- (g) Unless expressly referenced herein, all other terms of each SGD SOR Contract shall remain in full force and effect and shall continue to apply, including, but not limited to, the “Fixed Rate”, “Day Count Fraction” “Business Days” and any “Spread” (each as defined in the ISDA Definitions).

## 16. OPERATIONAL BOOKINGS

- (a) In order to facilitate and/or reflect the legal amendments made to each SwapClear Contract pursuant to this Annex in the SwapClear service, the Clearing House shall record certain bookings in the SwapClear service (each an **Operational Booking**) in the manner described in this Section 4. Any bookings referred to in this Section 4 are solely to facilitate and/or reflect the legal amendments made to each SwapClear Contract pursuant to this Annex and the Clearing House and each SwapClear Clearing Member agree and acknowledge that they shall not result in the registration of any new SwapClear Contracts and shall have no legal effect and are for operational purposes only.

### Main Operational Booking

- (b) On the applicable Conversion Date in relation to each SGD SOR Contract, the Clearing House shall record an Operational Booking (each an **Operational RFR Booking**) that is on the same terms as the SGD SOR Contract to which it relates except that, from the “Effective Date” of the Operational RFR Booking (which shall be prior to the applicable Conversion Date) any “Floating Amounts” reflected in the Operational RFR Booking shall be calculated after giving effect to the amendments made pursuant to Section 3 of this Annex. On the applicable Conversion Date in relation to a SGD SOR Contract, the Clearing House shall terminate the operational booking relating to that SGD SOR Contract that was recorded in the SwapClear service immediately prior to the applicable Conversion Date. For the avoidance of doubt, this paragraph (b) shall apply to all SGD SOR Contracts.

### Operational Overlay Bookings

- (c) In addition to the Operational RFR Bookings referred to in (b) above, with respect to each Straddle Period SGD SOR Contract and Operational Straddle Period SGD SOR Booking in relation to which the SwapClear Clearing Member would receive a “Floating Amount” calculated using the In-Scope Floating Rate Option under the Straddle Period SGD SOR Contract or Operational Straddle Period SGD SOR Booking (such amount, the **SGD SOR Amount**), on the applicable Conversion Date the Clearing House shall record the following Operational Bookings (each an **Operational Overlay Booking**) in the SwapClear service:

- (i) an Operational Overlay Booking reflecting (X) a fixed amount that would be payable by the SwapClear Clearing Member, such amount determined by the Clearing House in its sole and absolute discretion (the **Overlay Fixed Amount**) and (Y) an amount that would be payable to the SwapClear Clearing Member equal to the SGD SOR Amount it would be entitled to receive under the Straddle Period SGD SOR Contract if it was not amended pursuant to Section 3 above (or, if

- applicable, as reflected in the Operational Straddle Period SGD SOR Booking); and
- (ii) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable to the SwapClear Clearing Member and (Y) a “Floating Amount” that would be payable by the SwapClear Clearing Member equal to the “Floating Amount” the SwapClear Clearing Member would be entitled to receive as reflected under the related Operational RFR Booking.
- (d) In addition to the Operational RFR Bookings referred to in (b) above, with respect to each Straddle Period SGD SOR Contract and Operational Straddle Period SGD SOR Booking in relation to which the SwapClear Clearing Member would pay the SGD SOR Amount, on the applicable Conversion Date the Clearing House shall record the following Operational Overlay Bookings in the SwapClear service:
- (i) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable to the SwapClear Clearing Member and (Y) an amount that would be payable by the SwapClear Clearing Member equal to the SGD SOR Amount it would be obliged to pay under the Straddle Period SGD SOR Contract if it was not amended pursuant to Section 3 above (or, if applicable, as reflected in the Operational Straddle Period SGD SOR Booking); and
- (ii) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable by the SwapClear Clearing Member and (Y) a “Floating Amount” that would be payable to the SwapClear Clearing Member equal to the “Floating Amount” that would be payable by the SwapClear Clearing as reflected under the related Operational RFR Booking.
- (e) The Operational Overlay Bookings in relation to a Straddle Period SGD SOR Contract and Operational Straddle Period SGD SOR Booking will terminate as of the time when they are no longer required for the Clearing House’s operational purposes, which is expected to be on the first Period End Date (as defined in the ISDA Definitions) after the Index Cessation Effective Date.

## 17. SUBSEQUENT ACTIONS WITH RESPECT TO OPERATIONAL BOOKINGS

### Subsequent Actions Generally

- (a) If the Clearing House receives an instruction from a SwapClear Clearing Member to take a permitted action with respect to some but not all of the rights and obligations under any Amended SGD SOR Contract (including, but not limited to, compression) and such rights and obligations have been operationally reflected in one or more of the Operational Bookings booked in accordance with Section 4 and not terminated, then the Clearing House shall deem this to be an instruction to take the following steps contingent on the effectiveness or occurrence of the permitted action:

- (i) pursuant to its powers under Regulation 60C, register one or more new SwapClear Contract(s) in the name of that SwapClear Clearing Member with the same terms as such Operational Booking(s); and
- (ii) amend the Amended SGD SOR Contract to reflect the rights and obligations remaining after giving effect to the instruction referred to above.

## 18. OBLIGATIONS TO MAKE CERTAIN CALCULATIONS AND ENTER INTO CERTAIN CONTRACTS

Pursuant to Regulation 60C of the Regulations, this Annex sets out the method for (i) calculating the Cash Compensation Amounts (which are “Conversion Payments” for purposes of Regulation 60C), and (ii) determining the terms of the Cash Compensation Contracts which shall be registered in order to effect the payment of the Cash Compensation Amounts.

## 19. DETERMINATION OF THE CASH COMPENSATION AMOUNT AND THE CASH COMPENSATION CONTRACTS FOLLOWING THE CONVERSION

- (a) On the applicable Conversion Date the Clearing House shall calculate the following amounts:
  - (i) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the SGD SOR Contracts registered in each Proprietary Account as of the end of the business day in New York on the applicable Conversion Cut-Off Date;
  - (ii) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the SGD SOR Contracts registered in each Individual Segregated Account as of the end of the business day in New York on the applicable Conversion Cut-Off Date; and
  - (iii) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the SGD SOR Contracts registered in each "position account" within each Omnibus Segregated Account as of the end of the business day in New York on the Conversion Cut-Off Date.
- (b) On the applicable Conversion Date the Clearing House shall determine a single Cash Compensation Amount separately in respect of all of the SGD SOR Contracts in each Proprietary Account, each Individual Segregated Account, and each "position account" within each Omnibus Segregated Account as follows. If:
  - (i) the aggregate RFR Value in relation to all SGD SOR Contracts exceeds the aggregate Fallback RFR Value in relation to all SGD SOR Contracts then the Cash Compensation Amount in relation to the SGD SOR Contracts shall be equal to the absolute value of the excess, and shall be an amount in favor of the SwapClear Clearing Member in relation to such Proprietary Account, Individual Segregated Account, or "position account" within such Omnibus Segregated Account (as applicable); and

- (ii) the aggregate RFR Value in relation to all SGD SOR Contracts is less than the aggregate Fallback RFR Value in relation to all SGD SOR Contracts then the Cash Compensation Amount in relation to all SGD SOR Contracts shall be equal to the absolute value of the excess, and shall be an amount in favor of the Clearing House in relation to such Proprietary Account, Individual Segregated Account, or "position account" within such Omnibus Segregated Account (as applicable).
- (c) The Clearing House shall, pursuant to Regulation 60C, register a separate Cash Compensation Contract in each Proprietary Account, each Individual Segregated Account and each "position account" within an Omnibus Segregated Account in relation to each Cash Compensation Amount (to the extent such amounts are applicable to such account or "position account"). Each SwapClear Clearing Member and the Clearing House (as applicable) irrevocably agrees that it shall be bound to pay each Cash Compensation Amount to the other pursuant to the terms of the related Cash Compensation Contract. Each Cash Compensation Contract shall be registered for the sole purpose of effecting the payment of the Cash Compensation Amount to which it relates. It shall operationally be recorded as having a "Notional Amount" (as defined in the SwapClear Contract Terms) of USD 1 , a "Termination Date" (as defined in the SwapClear Contract Terms) falling two "business days" after the applicable Conversion Cut-Off Date, and an obligation on the Clearing House or the SwapClear Clearing Member (as applicable) to pay to the other on that "Termination Date" an amount equal to the Cash Compensation Amount related to the SGD SOR Contracts in the relevant Proprietary Account, Individual Segregated Account, or "position account" within the relevant Omnibus Segregated Account, in each case as determined pursuant to Section 7(b) above. However, neither the Clearing House nor a SwapClear Clearing Member shall be required to pay any amounts under a Cash Compensation Contract other than the Cash Compensation Amount to which such Cash Compensation Contract relates.
- (d) Each SwapClear Clearing Member agrees to be bound by each Cash Compensation Contract registered pursuant to this Section 7, which shall, when registered, constitute a SwapClear Contract between the Clearing House and the relevant SwapClear Clearing Member that has arisen by reason of the application of the Regulations to the SGD SOR Contracts.
- (e) Each SwapClear Clearing Member agrees (and in the case of (e)(iv) below, each SwapClear Clearing Member and the Clearing House agrees):
- (i) to use reasonable endeavors to provide each of its SwapClear Clearing Clients with (i) information on the change to the SGD SOR Contracts pursuant to the terms of Regulation 60C and this Annex, (ii) information on the amounts payable pursuant to the terms of the Cash Compensation Contracts which may be allocated to that SwapClear Clearing Client's Individual Segregated Account, or "position account" within an Omnibus Segregated Account pursuant to the terms of this Annex, and (iii) other information (indicative or otherwise) in relation to each SwapClear Clearing Client's "position account". Such information shall be set out in 'Risk Notices' or other materials from the Clearing House in connection with this Annex (or any applicable Floating

Rate Conversion Notice(s)) expressly marked for distribution to SwapClear Clearing Clients;

- (ii) that it, and each of SwapClear Clearing Client, shall be bound by the terms of any Cash Compensation Contracts registered pursuant to this Annex and all payment obligations thereunder (as determined by the Clearing House pursuant to this Annex);
- (iii) to perform all obligations and exercise all rights under or pursuant to this Annex in accordance with Applicable Law; and
- (iv) that each Cash Compensation Contract is being registered in the relevant account in connection with the matters specified in this Annex and the obligations thereunder are for the sole purpose of addressing the value impact of certain of the changes to the SGD SOR Contracts pursuant to this Annex.

## 20. DETERMINATIONS BINDING

Subject to Section 11, all determinations and calculations made by the Clearing House pursuant to this Annex shall be binding and may in no circumstances (other than in the case of manifest error) be called into question by any person.

## 21. RECORDS

The Clearing House shall update its books and records to reflect the Cash Compensation Contracts and the amounts payable thereunder and the obligation to pay, or the right to receive, any such amounts may be reflected in the books and records of the Clearing House in such manner as the Clearing House determines is necessary to meet its operational requirements. Where the Clearing House determines appropriate, the Clearing House will update its books and records or governance and booking procedures to provide that all Operational Bookings booked pursuant to this Annex do not affect the rights and obligations of SwapClear Clearing Members regardless of anything to the contrary in any reports issued by the Clearing House.

## 22. MISCELLANEOUS

- (a) The obligations of the Clearing House to each SwapClear Clearing Member shall be to perform its obligations as principal to such SwapClear Clearing Member in accordance with the Rulebook, but subject to the restrictions on the Clearing House's obligations and liabilities contained in the Rulebook and Section 11.
- (b) The terms of this Annex are without prejudice to the Clearing House's rights under the Regulations and the Procedures to change the terms of any open SwapClear Contract from time to time and such terms shall not be relevant or binding on the Clearing House in respect of any such changes.
- (c) The performance by the Clearing House of its obligations hereunder shall always be subject to the provisions of the Rulebook. The benefit of the performance by the Clearing House of its obligations under this Annex is conferred upon SwapClear Clearing Members only, as principal, and a person who is not a party to the Rulebook has no right under Contracts (Rights of Third Parties) Act 1999 (as amended from time to time) to enforce any term of this Annex.

- (d) Section 4 is provided for SwapClear Clearing Members operational convenience only and the Clearing House is under no obligation to update this Annex in relation to any changes in its operational or booking processes generally or in relation to the matters specified herein.

### 23. LIMITATION OF LIABILITY

23.1 Without prejudice to the generality of Regulation 52, each SwapClear Clearing Member agrees:

- (a) that neither the Clearing House nor any other member of the LCH Group will have any liability whatsoever to any SwapClear Clearing Member or any other person (including, without limitation, any SwapClear Clearing Client) whether in contract, tort (including, without limitation, negligence), trust, as a fiduciary or under any other cause of action, and whether in respect of any damages, loss or gain, cost or expense (whether direct, indirect, general, special, consequential, punitive or otherwise); and
- (b) to waive any claim against the Clearing House or any member of the LCH Group;

arising or that may arise in connection with:

- (i) any determination, calculation, notification, registration, publication, exercise of discretion, or decision, taken or not taken by the Clearing House or any other member of the LCH Group in connection with this Annex;
- (ii) the determination or publication of any price, curve, data, quote or other information arising from, or in connection with, this Annex; or
- (iii) any of the operational bookings made pursuant to Section 4 of this Annex.

except in the case of fraud or wilful misconduct on the part of the Clearing House or any other member of the LCH Group.

23.2 Without prejudice to the generality of Regulation 52 and clause 12.1 above, each SwapClear Clearing Member further agrees:

- (a) that neither the Clearing House nor any other member of the LCH Group will have any liability whatsoever to any SwapClear Clearing Member or any other person (including, without limitation, any SwapClear Clearing Client) in tort (including, without limitation, negligence), trust, as a fiduciary or under any other non-contractual cause of action, or under any implied contractual term, and whether in respect of any damages, loss or gain, cost or expense (whether direct, indirect, general, special, consequential, punitive or otherwise); and
- (b) to waive any non-contractual claim or claim under any implied contractual term against the Clearing House or any member of the LCH Group;

arising or that may arise in connection with the Clearing House's performance of its contractual duties or obligations under this Annex, except in the case of fraud or

wilful misconduct on the part of the Clearing House or any other member of the LCH Group.

- 23.3 Each SwapClear Clearing Member agrees that neither the Clearing House nor any other member of the LCH Group (i) owes any duty of care to any person in connection with the performance of the Clearing House's duties or obligations or exercise of its rights under this Annex, save for the express contractual duties set forth in this Annex; (ii) is under any obligation to research, investigate, supplement, or verify the veracity of, any price, data, quote or other information received from a SwapClear Clearing Member in connection with this Annex; (iii) is acting as a fiduciary for, or as an advisor to, any SwapClear Clearing Member or SwapClear Clearing Client in connection with this Annex or any SwapClear Contract registered as a result of the matters specified in this Annex; (iv) shall be under any requirement to consult with, or individually notify (other than as expressly set out in this Annex), a SwapClear Clearing Member or SwapClear Clearing Client in connection with making its determinations, exercising its discretions or performing its duties or obligations or exercising its rights, each under this Annex; or (v) has made any representation, express or implied, in relation to this Annex, and each SwapClear Clearing Member acknowledges that it has not relied on any representations made by the Clearing House or any other member of the LCH Group in relation to this Annex.
- 23.4 For the avoidance of doubt, notwithstanding anything to the contrary herein, neither the Clearing House nor any other member of the LCH Group shall be liable for any obligations of, or to any person who is not, a SwapClear Clearing Member.

## 24. PROVISION OF CERTAIN DATA TO THE CLEARING HOUSE

- 24.1 In connection with the Clearing House's determination of the Cash Compensation Amounts, at 9am London time on the Conversion Cut-Off Date, or such other time as may be specified by the Clearing House from time to time through a member circular or such other method as the Clearing House shall determine is appropriate, each Major SGD SOR Swap Market Participant (as defined below) shall submit non-executable two-way pricing (i.e. bid and offer) for each tenor of each of the basis swaps identified in the table below:

<u>Product Type</u>	<u>Basis Swap</u>	<u>Basis Swap</u>	<u>Basis Swap</u>
<u>Floating Leg 1 FRO</u>	<u>SGD-SORA</u>	<u>SGD-SORA</u>	<u>SGD-SORA</u>
<u>Floating Leg 1 FRO Payment Frequency</u>	<u>1 year</u>	<u>1 year</u>	<u>1 year</u>
<u>Floating Leg 2 FRO</u>	<u>SGD-SOR</u>	<u>SGD-SOR</u>	<u>SGD-SOR</u>
<u>Floating Leg 2 FRO Payment Frequency</u>	<u>1 month</u>	<u>3 months</u>	<u>6 months</u>

<u>Day Count Fraction</u>	<u>Act/365 for both legs</u>	<u>Act/365 for both legs</u>	<u>Act/365 for both legs</u>
<u>Price Quotation</u>	<u>Leg 1 spread</u>	<u>Leg 1 spread</u>	<u>Leg 1 spread</u>
<u>Required Tenors</u>	<u>1 Year, 2 Years, 3 Years, 4 Years and 5 Years</u>	<u>1 Year, 2 Years, 3 Years, 4 Years and 5 Years</u>	<u>1 Year, 2 Years, 3 Years, 4 Years and 5 Years</u>

- 24.2 The pricing referred to in paragraph 12.1 shall be submitted via the SwapClear Portal in accordance with the instructions set out on the SwapClear Portal and the terms governing use of the SwapClear Portal. Each time a Major SGD SOR Swap Market Participant submits pricing to the Clearing House it represents and warrants to the Clearing House that all price submissions have been suitably verified by appropriate members of its senior management prior to submission to the Clearing House.
- 24.3 The Clearing House shall establish representative market notional amounts for each of the basis swaps set out in paragraph 12.1 and shall notify the Major SGD SOR Market Participants of such amounts ahead of the Conversion Date via member circular or such other method as the Clearing House shall determine is appropriate.
- 24.4 Once the Clearing House has received the submissions pursuant to paragraph 12.1, the Clearing House shall take the following steps with respect to each tenor of each basis swap listed in paragraph 12.1:
- (a) first, it shall rank all prices received that are bids in descending order (i.e. starting with the highest bid) and all prices received that are offers in ascending order (i.e. starting with the lowest offer) (as applicable), provided that, if two or more bids or offers are identical, the those bids or offers shall be ranked in the order in which they were first received by the Clearing House;
  - (b) second, the Clearing House shall exclude the crossing side of any crossing price submissions (meaning that if the highest bid is equal to or is greater than the lowest offer then both shall be deemed as “crossing” and be excluded, and the process repeated until all remaining bids are below all remaining offers);
  - (c) third, the Clearing House shall determine the mid-price for each tenor of each basis swap by taking the arithmetic mean of (i) the highest quarter of the remaining bids for that tenor of the relevant basis swap and (ii) the lowest quarter of the remaining offers for that tenor of the relevant basis swap. To determine the number of prices comprising the highest or lowest quarter of bids or offers (as applicable), the Clearing House will round-up to the nearest whole number of bids or offers (as applicable); and
  - (d) fourth, the Clearing House shall use the mid-prices determined pursuant to the foregoing to construct the SOR curve which the Clearing House shall use to determine the Fallback RFR Value of SGD SOR Contracts pursuant to paragraph 7(a).



24.5 For purposes of this paragraph 12, a "**Major SGD SOR Market Participant**" is each Clearing Member or SwapClear Clearing Client who, as of the Conversion Date, satisfies the criteria to be published by the Clearing House ahead of the Conversion Date via member circular or such other method as the Clearing House shall determine is appropriate.

**SCHEDULE 7**  
**SWAPCLEAR SCM SERVICE – FLOATING RATE CONVERSION ANNEX –**  
**THB-THBFIX**

**25. SCOPE AND INTERPRETATION**

- (a) This Annex constitutes a “Floating Rate Conversion Annex” as defined in and pursuant to the Regulations and supplements and forms part of the Rulebook.
- (b) The terms of this Annex shall apply to all open SwapClear Contracts that (i) specify the In-Scope Floating Rate Option as the floating rate or use the In-Scope Floating Rate Option to calculate the floating amount thereunder and (ii) are registered with the Clearing House as of the end of the “business day” in New York on the applicable Conversion Cut-Off Date (each such SwapClear Contract, a **THB-THBFIX Contract**). For the avoidance of doubt, (A) no other SwapClear Contract shall be subject to, or affected by, the terms of this Annex and all SwapClear Contracts shall remain in full force and effect, and (B) other than as expressly set out in this Annex, the SwapClear Contract Terms shall not be amended, supplemented or modified by the terms of this Annex.
- (c) Capitalised terms used but not otherwise defined herein have the meaning given to them in the Regulations. The term "business day" has the meaning given to it in the Regulations.
- (d) The terms of this Annex relating to operational or procedural matters may be supplemented, modified, amended, replaced or withdrawn from time to time by the Clearing House in its sole discretion through a member circular or such other method as the Clearing House shall determine is appropriate.

**26. DEFINITIONS**

For the purposes of this Annex:

**Amended THB-THBFIX Contract** means each THB-THBFIX Contract after giving effect to the amendments made pursuant to Section 3 below.

**Cash Compensation Amount** means, in relation to all THB-THBFIX Contracts that specify the In-Scope Floating Rate Option as the floating rate or use the In-Scope Floating Rate Option to calculate the floating amount thereunder in a Proprietary Account, an Individual Segregated Account, or a "position account" within an Omnibus Segregated Account, the amount determined in accordance with Section 7 below.

**Cash Compensation Contract** means each contract determined by the Clearing House and registered in the relevant Proprietary Account, Individual Segregated Account or "position account" within an Omnibus Segregated Account pursuant to Section 7 below.

**Conversion Cut-Off Date** means, with respect to a THB-THBFIX Contract, the business day immediately prior to the Conversion Date applicable to such THB-THBFIX Contract as determined in accordance with the definition of “Conversion Date” below.

**Conversion Date** means June 10, 2023, or such other date as may be specified by the Clearing House from time to time through a member circular or such other method as the Clearing House shall determine is appropriate.

**Fallback RFR Value** means, in relation to a THB-THBFIX Contract, the net present value, determined by the Clearing House as of the applicable Conversion Date, of all future cash flows under that THB-THBFIX Contract on the basis that such THB-THBFIX Contract is not amended pursuant to this Annex. If the net present value represents an asset or positive value for the Clearing House, such Fallback RFR Value shall be a positive amount and if the net present value represents a liability or negative value for the Clearing House, such Fallback RFR Value shall be a negative amount.

**In-Scope Floating Rate Option** means THB-THBFIX (as defined in the ISDA Definitions).

**ISDA Definitions** means the ISDA 2021 Interest Rate Definitions, as published by the International Swaps and Derivatives Association, Inc.

**Operational Straddle Period THB-THBFIX Booking** means an Operational Booking which has a “Reset Date” (as defined in the ISDA Definitions) which falls on, or prior to, the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to that In-Scope Floating Rate Option and relates to a Period End Date (as defined in the ISDA Definitions) that falls after the Conversion Date in relation to that In-Scope Floating Rate Option.

**Relevant Number of Business Days** means two Bangkok Business Days (as defined in the ISDA Definitions).

**RFR Value** means, in relation to a THB-THBFIX Contract, the net present value, determined by the Clearing House as of the applicable Conversion Date, of all future cash flows under that THB-THBFIX Contract on the basis that such THB-THBFIX Contract is an Amended THB-THBFIX Contract. If the net present value represents an asset or positive value for the Clearing House, such RFR Value shall be a positive amount and if the net present value represents a liability or negative value for the Clearing House, such RFR Value shall be a negative amount.

**Straddle Period THB-THBFIX Contract** means a THB-THBFIX Contract which has a “Reset Date” (as defined in the ISDA Definitions) which falls on, or prior to, the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to the In-Scope Floating Rate Option specified in that THB-THBFIX Contract and relates to a Period End Date (as defined in the ISDA Definitions) that falls after the applicable Conversion Date.

## **27. AMENDMENTS TO THB-THBFIX CONTRACTS**

- (a) Pursuant to Regulation 60C of the Regulations, with effect from, and including, the applicable Conversion Date each THB-THBFIX Contract shall be amended in accordance with this Section 3.

*Floating Rate Option:*

- (b) From and including the first Reset Date falling after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) in relation to the In-Scope Floating Rate Option, and notwithstanding anything to the contrary in the SwapClear Contract Terms, including for the avoidance of doubt, any fallbacks in the ISDA Definitions in so far as they relate to such In-Scope Floating Rate Options, any references to THB-THBFIX in the SwapClear Contract Terms shall be deemed to be replaced for all purposes with THB-THOR-OIS Compound.

Payment Date Delay:

- (c) From and including the first Reset Date which falls on or after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) related to the In-Scope Floating Rate Option referenced in the relevant THB-THBFIX Contract, "Delayed Payment" (as defined in the ISDA Definitions) shall be "Applicable" and the number of days specified for such purposes shall be two (2) Business Days (with Business Days having the meaning specified in the terms of the original relevant THB-THBFIX Contract). The Clearing House and the SwapClear Clearing Members acknowledge and agree that pursuant to the ISDA Definitions such election means that each Payment Date (as defined in the ISDA Definitions) shall fall two (2) Business Days (with Business Days having the meaning specified in the terms of the original relevant THB-THBFIX Contract) after the relevant Period End Date or the Termination Date (each as defined in the ISDA Definitions), as applicable.

No Observation Period Shift:

- (d) For the avoidance of doubt, the Clearing House and the SwapClear Clearing Members acknowledge and agree that as a result of the amendment made in paragraph (b) above, each "Floating Rate" under each THB-THBFIX Contract shall be calculated over the relevant "Calculation Period" without any shift, adjustment or "observation shift" and all of the provisions relating thereto in the ISDA Definitions shall not apply to the calculation of the "Floating Rate" under each THB-THBFIX Contract.

Consequential Amendments:

- (e) The Clearing House shall make any consequential amendments to the terms of each THB-THBFIX Contract as it deems necessary in connection with, and to give effect to, the amendments in this Section 3.
- (f) Unless expressly referenced herein, all other terms of each THB-THBFIX Contract shall remain in full force and effect and shall continue to apply, including, but not limited to, the "Fixed Rate", "Day Count Fraction" "Business Days" and any "Spread" (each as defined in the ISDA Definitions).

**28. OPERATIONAL BOOKINGS**

- (a) In order to facilitate and/or reflect the legal amendments made to each SwapClear Contract pursuant to this Annex in the SwapClear service, the Clearing House shall record certain bookings in the SwapClear service (each an **Operational Booking**) in the manner described in this Section 4. Any bookings referred to in this Section 4 are solely to facilitate and/or reflect the legal amendments made to each SwapClear

Contract pursuant to this Annex and the Clearing House and each SwapClear Clearing Member agree and acknowledge that they shall not result in the registration of any new SwapClear Contracts and shall have no legal effect and are for operational purposes only.

#### Main Operational Booking

- (b) On the applicable Conversion Date in relation to each THB-THBFIX Contract, the Clearing House shall record an Operational Booking (each an **Operational RFR Booking**) that is on the same terms as the THB-THBFIX Contract to which it relates except that, from the “Effective Date” of the Operational RFR Booking (which shall be prior to the applicable Conversion Date) any “Floating Amounts” reflected in the Operational RFR Booking shall be calculated after giving effect to the amendments made pursuant to Section 3 of this Annex. On the applicable Conversion Date in relation to a THB-THBFIX Contract, the Clearing House shall terminate the operational booking relating to that THB-THBFIX Contract that was recorded in the SwapClear service immediately prior to the applicable Conversion Date. For the avoidance of doubt, this paragraph (b) shall apply to all THB-THBFIX Contracts.

#### Operational Overlay Bookings

- (c) In addition to the Operational RFR Bookings referred to in (b) above, with respect to each Straddle Period THB-THBFIX Contract and Operational Straddle Period THB-THBFIX Booking in relation to which the SwapClear Clearing Member would receive a “Floating Amount” calculated using the In-Scope Floating Rate Option under the Straddle Period THB-THBFIX Contract or Operational Straddle Period THB-THBFIX Booking (such amount, the **THB-THBFIX Amount**), on the applicable Conversion Date the Clearing House shall record the following Operational Bookings (each an **Operational Overlay Booking**) in the SwapClear service:
- (i) an Operational Overlay Booking reflecting (X) a fixed amount that would be payable by the SwapClear Clearing Member, such amount determined by the Clearing House in its sole and absolute discretion (the **Overlay Fixed Amount**) and (Y) an amount that would be payable to the SwapClear Clearing Member equal to the THB-THBFIX Amount it would be entitled to receive under the Straddle Period THB-THBFIX Contract if it was not amended pursuant to Section 3 above (or, if applicable, as reflected in the Operational Straddle Period THB-THBFIX Booking); and
  - (ii) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable to the SwapClear Clearing Member and (Y) a “Floating Amount” that would be payable by the SwapClear Clearing Member equal to the “Floating Amount” the SwapClear Clearing Member would be entitled to receive as reflected under the related Operational RFR Booking.
- (d) In addition to the Operational RFR Bookings referred to in (b) above, with respect to each Straddle Period THB-THBFIX Contract and Operational Straddle Period THB-THBFIX Booking in relation to which the SwapClear Clearing Member would

pay the THB-THBFIX Amount, on the applicable Conversion Date the Clearing House shall record the following Operational Overlay Bookings in the SwapClear service:

- (i) in relation to a Straddle Period THB-THBFIX Contract or any Operational Straddle Period THB-THBFIX Booking:
  - (A) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable to the SwapClear Clearing Member and (Y) an amount that would be payable by the SwapClear Clearing Member equal to the THB-THBFIX Amount it would be obliged to pay under the Straddle Period THB-THBFIX Contract if it was not amended pursuant to Section 3 above (or, if applicable, as reflected in the Operational Straddle Period THB-THBFIX Booking); and
  - (B) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable by the SwapClear Clearing Member and (Y) a “Floating Amount” that would be payable to the SwapClear Clearing Member equal to the “Floating Amount” that would be payable by the SwapClear Clearing as reflected under the related Operational RFR Booking,
- (e) The Operational Overlay Bookings in relation to a Straddle Period THB-THBFIX Contract and Operational Straddle Period THB-THBFIX Booking will terminate as of the time when they are no longer required for the Clearing House’s operational purposes, which is expected to be on the first Period End Date (as defined in the ISDA Definitions) after the Index Cessation Effective Date.

## 29. SUBSEQUENT ACTIONS WITH RESPECT TO OPERATIONAL BOOKINGS

### Subsequent Actions Generally

- (a) If the Clearing House receives an instruction from a SwapClear Clearing Member to take a permitted action with respect to some but not all of the rights and obligations under any Amended THB-THBFIX Contract (including, but not limited to, compression) and such rights and obligations have been operationally reflected in one or more of the Operational Bookings booked in accordance with Section 4 and not terminated, then the Clearing House shall deem this to be an instruction to take the following steps contingent on the effectiveness or occurrence of the permitted action:
  - (i) pursuant to its powers under Regulation 60C, register one or more new SwapClear Contract(s) in the name of that SwapClear Clearing Member with the same terms as such Operational Booking(s); and
  - (ii) amend the Amended THB-THBFIX Contract to reflect the rights and obligations remaining after giving effect to the instruction referred to above.

### 30. OBLIGATIONS TO MAKE CERTAIN CALCULATIONS AND ENTER INTO CERTAIN CONTRACTS

Pursuant to Regulation 60C of the Regulations, this Annex sets out the method for (i) calculating the Cash Compensation Amounts (which are "Conversion Payments" for purposes of Regulation 60C), and (ii) determining the terms of the Cash Compensation Contracts which shall be registered in order to effect the payment of the Cash Compensation Amounts.

### 31. DETERMINATION OF THE CASH COMPENSATION AMOUNT AND THE CASH COMPENSATION CONTRACTS FOLLOWING THE CONVERSION

(a) On the applicable Conversion Date the Clearing House shall calculate the following amounts:

(i) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the THB-THBFIX Contracts registered in each Proprietary Account as of the end of the business day in New York on the applicable Conversion Cut-Off Date;

(ii) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the THB-THBFIX Contracts registered in each Individual Segregated Account as of the end of the business day in New York on the applicable Conversion Cut-Off Date; and

(iii) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the THB-THBFIX Contracts registered in each "position account" within each Omnibus Segregated Account as of the end of the business day in New York on the Conversion Cut-Off Date.

(b) On the applicable Conversion Date the Clearing House shall determine a single Cash Compensation Amount separately in respect of all of the THB-THBFIX Contracts in each Proprietary Account, each Individual Segregated Account, and each "position account" within each Omnibus Segregated Account as follows. If:

(i) the aggregate RFR Value in relation to all THB-THBFIX Contracts exceeds the aggregate Fallback RFR Value in relation to all THB-THBFIX Contracts then the Cash Compensation Amount in relation to the THB-THBFIX Contracts shall be equal to the absolute value of the excess, and shall be an amount in favor of the SwapClear Clearing Member in relation to such Proprietary Account, Individual Segregated Account, or "position account" within such Omnibus Segregated Account (as applicable); and

(ii) the aggregate RFR Value in relation to all THB-THBFIX Contracts is less than the aggregate Fallback RFR Value in relation to all THB-THBFIX Contracts then the Cash Compensation Amount in relation to all THB-THBFIX Contracts shall be equal to the absolute value of the excess, and shall be an amount in favor of the Clearing House in relation to such Proprietary Account, Individual Segregated Account, or "position account" within such Omnibus Segregated Account (as applicable).

- (c) The Clearing House shall, pursuant to Regulation 60C, register a separate Cash Compensation Contract in each Proprietary Account, each Individual Segregated Account and each "position account" within an Omnibus Segregated Account in relation to each Cash Compensation Amount (to the extent such amounts are applicable to such account or "position account"). Each SwapClear Clearing Member and the Clearing House (as applicable) irrevocably agrees that it shall be bound to pay each Cash Compensation Amount to the other pursuant to the terms of the related Cash Compensation Contract. Each Cash Compensation Contract shall be registered for the sole purpose of effecting the payment of the Cash Compensation Amount to which it relates. It shall operationally be recorded as having a "Notional Amount" (as defined in the SwapClear Contract Terms) of USD 1 , a "Termination Date" (as defined in the SwapClear Contract Terms) falling two "business days" after the applicable Conversion Cut-Off Date, and an obligation on the Clearing House or the SwapClear Clearing Member (as applicable) to pay to the other on that "Termination Date" an amount equal to the Cash Compensation Amount related to the THB-THBFIX Contracts in the relevant Proprietary Account, Individual Segregated Account, or "position account" within the relevant Omnibus Segregated Account, in each case as determined pursuant to Section 7(b) above. However, neither the Clearing House nor a SwapClear Clearing Member shall be required to pay any amounts under a Cash Compensation Contract other than the Cash Compensation Amount to which such Cash Compensation Contract relates.
- (d) Each SwapClear Clearing Member agrees to be bound by each Cash Compensation Contract registered pursuant to this Section 7, which shall, when registered, constitute a SwapClear Contract between the Clearing House and the relevant SwapClear Clearing Member that has arisen by reason of the application of the Regulations to the THB-THBFIX Contracts.
- (e) Each SwapClear Clearing Member agrees (and in the case of (e)(iv) below, each SwapClear Clearing Member and the Clearing House agrees):
- (i) to use reasonable endeavors to provide each of its SwapClear Clearing Clients with (i) information on the change to the THB-THBFIX Contracts pursuant to the terms of Regulation 60C and this Annex, (ii) information on the amounts payable pursuant to the terms of the Cash Compensation Contracts which may be allocated to that SwapClear Clearing Client's Individual Segregated Account, or "position account" within an Omnibus Segregated Account pursuant to the terms of this Annex, and (iii) other information (indicative or otherwise) in relation to each SwapClear Clearing Client's "position account". Such information shall be set out in 'Risk Notices' or other materials from the Clearing House in connection with this Annex (or any applicable Floating Rate Conversion Notice(s)) expressly marked for distribution to SwapClear Clearing Clients;
- (ii) that it, and each of SwapClear Clearing Client, shall be bound by the terms of any Cash Compensation Contracts registered pursuant to this Annex and all payment obligations thereunder (as determined by the Clearing House pursuant to this Annex);



- (iii) to perform all obligations and exercise all rights under or pursuant to this Annex in accordance with Applicable Law; and
- (iv) that each Cash Compensation Contract is being registered in the relevant account in connection with the matters specified in this Annex and the obligations thereunder are for the sole purpose of addressing the value impact of certain of the changes to the THB-THBFIX Contracts pursuant to this Annex.

### 32. DETERMINATIONS BINDING

Subject to Section 11, all determinations and calculations made by the Clearing House pursuant to this Annex shall be binding and may in no circumstances (other than in the case of manifest error) be called into question by any person.

### 33. RECORDS

The Clearing House shall update its books and records to reflect the Cash Compensation Contracts and the amounts payable thereunder and the obligation to pay, or the right to receive, any such amounts may be reflected in the books and records of the Clearing House in such manner as the Clearing House determines is necessary to meet its operational requirements. Where the Clearing House determines appropriate, the Clearing House will update its books and records or governance and booking procedures to provide that all Operational Bookings booked pursuant to this Annex do not affect the rights and obligations of SwapClear Clearing Members regardless of anything to the contrary in any reports issued by the Clearing House.

### 34. MISCELLANEOUS

- (a) The obligations of the Clearing House to each SwapClear Clearing Member shall be to perform its obligations as principal to such SwapClear Clearing Member in accordance with the Rulebook, but subject to the restrictions on the Clearing House's obligations and liabilities contained in the Rulebook and Section 11.
- (b) The terms of this Annex are without prejudice to the Clearing House's rights under the Regulations and the Procedures to change the terms of any open SwapClear Contract from time to time and such terms shall not be relevant or binding on the Clearing House in respect of any such changes.
- (c) The performance by the Clearing House of its obligations hereunder shall always be subject to the provisions of the Rulebook. The benefit of the performance by the Clearing House of its obligations under this Annex is conferred upon SwapClear Clearing Members only, as principal, and a person who is not a party to the Rulebook has no right under Contracts (Rights of Third Parties) Act 1999 (as amended from time to time) to enforce any term of this Annex.
- (d) Section 4 is provided for SwapClear Clearing Members operational convenience only and the Clearing House is under no obligation to update this Annex in relation to any changes in its operational or booking processes generally or in relation to the matters specified herein.

### 35. LIMITATION OF LIABILITY

35.1 Without prejudice to the generality of Regulation 52, each SwapClear Clearing Member agrees:

- (a) that neither the Clearing House nor any other member of the LCH Group will have any liability whatsoever to any SwapClear Clearing Member or any other person (including, without limitation, any SwapClear Clearing Client) whether in contract, tort (including, without limitation, negligence), trust, as a fiduciary or under any other cause of action, and whether in respect of any damages, loss or gain, cost or expense (whether direct, indirect, general, special, consequential, punitive or otherwise); and
- (b) to waive any claim against the Clearing House or any member of the LCH Group;

arising or that may arise in connection with:

- (i) any determination, calculation, notification, registration, publication, exercise of discretion, or decision, taken or not taken by the Clearing House or any other member of the LCH Group in connection with this Annex;
- (ii) the determination or publication of any price, curve, data, quote or other information arising from, or in connection with, this Annex; or
- (iii) any of the operational bookings made pursuant to Section 4 of this Annex.

except in the case of fraud or wilful misconduct on the part of the Clearing House or any other member of the LCH Group.

35.2 Without prejudice to the generality of Regulation 52 and clause 11.1 above, each SwapClear Clearing Member further agrees:

- (a) that neither the Clearing House nor any other member of the LCH Group will have any liability whatsoever to any SwapClear Clearing Member or any other person (including, without limitation, any SwapClear Clearing Client) in tort (including, without limitation, negligence), trust, as a fiduciary or under any other non-contractual cause of action, or under any implied contractual term, and whether in respect of any damages, loss or gain, cost or expense (whether direct, indirect, general, special, consequential, punitive or otherwise); and
- (b) to waive any non-contractual claim or claim under any implied contractual term against the Clearing House or any member of the LCH Group;

arising or that may arise in connection with the Clearing House's performance of its contractual duties or obligations under this Annex, except in the case of fraud or wilful misconduct on the part of the Clearing House or any other member of the LCH Group.

35.3 Each SwapClear Clearing Member agrees that neither the Clearing House nor any other member of the LCH Group (i) owes any duty of care to any person in

connection with the performance of the Clearing House's duties or obligations or exercise of its rights under this Annex, save for the express contractual duties set forth in this Annex; (ii) is under any obligation to research, investigate, supplement, or verify the veracity of, any price, data, quote or other information received from a SwapClear Clearing Member in connection with this Annex; (iii) is acting as a fiduciary for, or as an advisor to, any SwapClear Clearing Member or SwapClear Clearing Client in connection with this Annex or any SwapClear Contract registered as a result of the matters specified in this Annex; (iv) shall be under any requirement to consult with, or individually notify (other than as expressly set out in this Annex), a SwapClear Clearing Member or SwapClear Clearing Client in connection with making its determinations, exercising its discretions or performing its duties or obligations or exercising its rights, each under this Annex; or (v) has made any representation, express or implied, in relation to this Annex, and each SwapClear Clearing Member acknowledges that it has not relied on any representations made by the Clearing House or any other member of the LCH Group in relation to this Annex.

35.4 For the avoidance of doubt, notwithstanding anything to the contrary herein, neither the Clearing House nor any other member of the LCH Group shall be liable for any obligations of, or to any person who is not, a SwapClear Clearing Member.

### 36. PROVISION OF CERTAIN DATA TO THE CLEARING HOUSE

36.1 In connection with the Clearing House's determination of the Cash Compensation Amounts, at 9am London time on the Conversion Cut-Off Date, or such other time as may be specified by the Clearing House from time to time through a member circular or such other method as the Clearing House shall determine is appropriate, each Major THB-THBFIX Swap Market Participant (as defined below) shall submit non-executable two-way pricing (i.e. bid and offer) for each tenor of each of the basis swaps identified in the table below:

<u>Product Type</u>	<u>Basis Swap</u>
<u>Floating Leg 1 FRO</u>	<u>THB-THOR-OIS Compound</u>
<u>Floating Leg 1 FRO Payment Frequency</u>	<u>3 months</u>
<u>Floating Leg 2 FRO</u>	<u>THB-THBFIX</u>
<u>Floating Leg 2 FRO Payment Frequency</u>	<u>6 months</u>
<u>Day Count Fraction</u>	<u>Act/365 for both legs</u>
<u>Price Quotation</u>	<u>Leg 1 spread</u>
<u>Required Tenors</u>	<u>1 Year, 2 Years, 3 Years, 4 Years and 5 Years</u>

36.2 The pricing referred to in paragraph 12.1 shall be submitted via the SwapClear Portal in accordance with the instructions set out on the SwapClear Portal and the terms governing use of the SwapClear Portal. Each time a Major THB-THBFIX Swap Market Participant submits pricing to the Clearing House it represents and warrants to

- the Clearing House that all price submissions have been suitably verified by appropriate members of its senior management prior to submission to the Clearing House.
- 36.3 The Clearing House shall establish representative market notional amounts for each of the basis swaps set out in paragraph 12.1 and shall notify the Major THB-THBFIX Market Participants of such amounts ahead of the Conversion Date via member circular or such other method as the Clearing House shall determine is appropriate.
- 36.4 Once the Clearing House has received the submissions pursuant to paragraph 12.1, the Clearing House shall take the following steps with respect to each tenor of each basis swap listed in paragraph 12.1:
- (a) first, it shall rank all prices received that are bids in descending order (i.e. starting with the highest bid) and all prices received that are offers in ascending order (i.e. starting with the lowest offer) (as applicable), provided that, if two or more bids or offers are identical, the those bids or offers shall be ranked in the order in which they were first received by the Clearing House;
  - (b) second, the Clearing House shall exclude the crossing side of any crossing price submissions (meaning that if the highest bid is equal to or is greater than the lowest offer then both shall be deemed as “crossing” and be excluded, and the process repeated until all remaining bids are below all remaining offers);
  - (c) third, the Clearing House shall determine the mid-price for each tenor of each basis swap by taking the arithmetic mean of (i) the highest quarter of the remaining bids for that tenor of the relevant basis swap and (ii) the lowest quarter of the remaining offers for that tenor of the relevant basis swap. To determine the number of prices comprising the highest or lowest quarter of bids or offers (as applicable), the Clearing House will round-up to the nearest whole number of bids or offers (as applicable); and
  - (d) fourth, the Clearing House shall use the mid-prices determined pursuant to the foregoing to construct the THB-THBFIX curve which the Clearing House shall use to determine the Fallback RFR Value of THB-THBFIX Contracts pursuant to paragraph 7(a).
- 36.5 For purposes of this paragraph 12, a "Major THB-THBFIX Market Participant" is each Clearing Member or SwapClear Clearing Client who, as of the Conversion Date, satisfies the criteria to be published by the Clearing House ahead of the Conversion Date via member circular or such other method as the Clearing House shall determine is appropriate.

**Appendix II**  
Section 2 (SwapClear) of the LCH FCM Procedures  
*Changed Pages*



**FCM PROCEDURES OF THE CLEARING HOUSE**  
**LCH LIMITED**

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**SCHEDULE 2.1F****FCM SWAPCLEAR SERVICE – FLOATING RATE CONVERSION ANNEX – SGD SOR****13. SCOPE AND INTERPRETATION**

- (a) This Annex constitutes a “Floating Rate Conversion Annex” as defined in and pursuant to the FCM Regulations and supplements and forms part of the FCM Rulebook.
- (b) The terms of this Annex shall apply to all open FCM SwapClear Contracts that (i) specify the In-Scope Floating Rate Option as the floating rate or use the In-Scope Floating Rate Option to calculate the floating amount thereunder and (ii) are registered with the Clearing House as of the end of the “business day” in New York on the applicable Conversion Cut-Off Date (each such FCM SwapClear Contract, a **SGD SOR Contract**). For the avoidance of doubt, (A) no other FCM SwapClear Contract shall be subject to, or affected by, the terms of this Annex and all FCM SwapClear Contracts shall remain in full force and effect, and (B) other than as expressly set out in this Annex, the FCM SwapClear Contract Terms shall not be amended, supplemented or modified by the terms of this Annex.
- (c) Capitalised terms used but not otherwise defined herein have the meaning given to them in the FCM Regulations. The term "business day" has the meaning given to it in the FCM Regulations.
- (d) The terms of this Annex relating to operational or procedural matters may be supplemented, modified, amended, replaced or withdrawn from time to time by the Clearing House in its sole discretion through a member circular or such other method as the Clearing House shall determine is appropriate.

**14. DEFINITIONS**

For the purposes of this Annex:

**Adjustment Spread** means, in relation to the In-Scope Floating Rate Option, the spread relating to that In-Scope Floating Rate Option for a period of the Designated Maturity (as defined in the ISDA Definitions) of that SGD SOR Contract provided by the Association of Banks in Singapore (“ABS”) and the Steering Committee for SOR & SIBOR Transition to SORA (“SC-STs”) (or a successor provider).

**Amended SGD SOR Contract** means each SGD SOR Contract after giving effect to the amendments made pursuant to Section 3 below.

**Cash Compensation Amount** means, in relation to all SGD SOR Contracts that specify the In-Scope Floating Rate Option as the floating rate or use the In-Scope Floating Rate Option to calculate the floating amount thereunder in a Proprietary Account or an FCM Client Sub-Account, the amount determined in accordance with Section 7 below.

**Cash Compensation Contract** means each contract determined by the Clearing House and registered in the relevant Proprietary Account or FCM Client Sub-Account pursuant to Section 7 below.

**Conversion Cut-Off Date** means, with respect to a SGD SOR Contract, the business day immediately prior to the Conversion Date applicable to such SGD SOR Contract as determined in accordance with the definition of “Conversion Date” below.

**Conversion Date** means June 10, 2023, or such other date as may be specified by the Clearing House from time to time through a member circular or such other method as the Clearing House shall determine is appropriate.

**Fallback RFR Value** means, in relation to a SGD SOR Contract, the net present value, determined by the Clearing House as of the applicable Conversion Date, of all future cash flows under that SGD SOR Contract on the basis that such SGD SOR Contract is not amended pursuant to this Annex. If the net present value represents an asset or positive value for the Clearing House, such Fallback RFR Value shall be a positive amount and if the net present value represents a liability or negative value for the Clearing House, such Fallback RFR Value shall be a negative amount.

**In-Scope Floating Rate Option** means SGD-SOR (as defined in the ISDA Definitions).

**ISDA Definitions** means the ISDA 2021 Interest Rate Definitions, as published by the International Swaps and Derivatives Association, Inc.

**Operational Straddle Period SGD SOR Booking** means an Operational Booking which has a “Reset Date” (as defined in the ISDA Definitions) which falls on, or prior to, the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to that In-Scope Floating Rate Option and relates to a Period End Date (as defined in the ISDA Definitions) that falls after the Conversion Date in relation to that In-Scope Floating Rate Option.

**Relevant Number of Business Days** means two Singapore Business Days (as defined in the ISDA Definitions).

**RFR Value** means, in relation to a SGD SOR Contract, the net present value, determined by the Clearing House as of the applicable Conversion Date, of all future cash flows under that SGD SOR Contract on the basis that such SGD SOR Contract is an Amended SGD SOR Contract. If the net present value represents an asset or positive value for the Clearing House, such RFR Value shall be a positive amount and if the net present value represents a liability or negative value for the Clearing House, such RFR Value shall be a negative amount.

**Straddle Period SGD SOR Contract** means a SGD SOR Contract which has a “Reset Date” (as defined in the ISDA Definitions) which falls on, or prior to, the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to the In-Scope Floating Rate Option specified in that SGD SOR Contract and relates to a Period End Date (as defined in the ISDA Definitions) that falls after the applicable Conversion Date.

## **15. AMENDMENTS TO SGD SOR CONTRACTS**

- (a) Pursuant to Regulation 48B of the FCM Regulations, with effect from, and including, the applicable Conversion Date each SGD SOR Contract shall be amended in accordance with this Section 3.



Floating Rate Option:

- (b) From and including the first Reset Date falling after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) in relation to the In-Scope Floating Rate Option, and notwithstanding anything to the contrary in the FCM SwapClear Contract Terms, including for the avoidance of doubt, any fallbacks in the ISDA Definitions in so far as they relate to such In-Scope Floating Rate Options, any references to SGD-SOR in the FCM SwapClear Contract Terms shall be deemed to be replaced for all purposes with SGD-SORA-OIS Compound.

Adjustment Spread:

- (c) From and including the first Reset Date which falls on or after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) related to the In-Scope Floating Rate Option referenced in the relevant SGD SOR Contract, the "Floating Rate" under each SGD SOR Contract will, in addition to any "Spread" (as defined in the ISDA Definitions) already existing under the terms of the SGD SOR Contract, include the Adjustment Spread applicable to that In-Scope Floating Rate Option.

Payment Date Delay:

- (d) From and including the first Reset Date which falls on or after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) related to the In-Scope Floating Rate Option referenced in the relevant SGD SOR Contract, "Delayed Payment" (as defined in the ISDA Definitions) shall be "Applicable" and the number of days specified for such purposes shall be two (2) Business Days (with Business Days having the meaning specified in the terms of the original relevant SGD SOR Contract). The Clearing House and the FCM Clearing Members acknowledge and agree that pursuant to the ISDA Definitions such election means that each Payment Date (as defined in the ISDA Definitions) shall fall two (2) Business Days (with Business Days having the meaning specified in the terms of the original relevant SGD SOR Contract) after the relevant Period End Date or the Termination Date (each as defined in the ISDA Definitions), as applicable.

No Observation Period Shift:

- (e) For the avoidance of doubt, the Clearing House and the FCM Clearing Members acknowledge and agree that as a result of the amendment made in paragraph (b) above, each "Floating Rate" under each SGD SOR Contract shall be calculated over the relevant "Calculation Period" without any shift, adjustment or "observation shift" and all of the provisions relating thereto in the ISDA Definitions shall not apply to the calculation of the "Floating Rate" under each SGD SOR Contract.

Consequential Amendments:

- (f) The Clearing House shall make any consequential amendments to the terms of each SGD SOR Contract as it deems necessary in connection with, and to give effect to, the amendments in this Section 3.
- (g) Unless expressly referenced herein, all other terms of each SGD SOR Contract shall remain in full force and effect and shall continue to apply, including, but not limited to, the “Fixed Rate”, “Day Count Fraction” “Business Days” and any “Spread” (each as defined in the ISDA Definitions).

## 16. OPERATIONAL BOOKINGS

- (a) In order to facilitate and/or reflect the legal amendments made to each FCM SwapClear Contract pursuant to this Annex in the FCM SwapClear Service, the Clearing House shall record certain bookings in the FCM SwapClear Service (each an **Operational Booking**) in the manner described in this Section 4. Any bookings referred to in this Section 4 are solely to facilitate and/or reflect the legal amendments made to each FCM SwapClear Contract pursuant to this Annex and the Clearing House and each FCM Clearing Member agree and acknowledge that they shall not result in the registration of any new FCM SwapClear Contracts and shall have no legal effect and are for operational purposes only.

### Main Operational Booking

- (b) On the applicable Conversion Date in relation to each SGD SOR Contract, the Clearing House shall record an Operational Booking (each an **Operational RFR Booking**) that is on the same terms as the SGD SOR Contract to which it relates except that, from the “Effective Date” of the Operational RFR Booking (which shall be prior to the applicable Conversion Date) any “Floating Amounts” reflected in the Operational RFR Booking shall be calculated after giving effect to the amendments made pursuant to Section 3 of this Annex. On the applicable Conversion Date in relation to a SGD SOR Contract, the Clearing House shall terminate the operational booking relating to that SGD SOR Contract that was recorded in the FCM SwapClear Service immediately prior to the applicable Conversion Date. For the avoidance of doubt, this paragraph (b) shall apply to all SGD SOR Contracts.

### Operational Overlay Bookings

- (c) In addition to the Operational RFR Bookings referred to in (b) above, with respect to each Straddle Period SGD SOR Contract and Operational Straddle Period SGD SOR Booking in relation to which the FCM Clearing Member would receive a “Floating Amount” calculated using the In-Scope Floating Rate Option under the Straddle Period SGD SOR Contract or Operational Straddle Period SGD SOR Booking (such amount, the **SGD SOR Amount**), on the applicable Conversion Date the Clearing House shall record the following Operational Bookings (each an **Operational Overlay Booking**) in the FCM SwapClear Service:
- (i) an Operational Overlay Booking reflecting (X) a fixed amount that would be payable by the FCM Clearing Member, such amount determined by the Clearing House in its sole and absolute discretion (the **Overlay Fixed Amount**) and (Y) an amount that would be

- payable to the FCM Clearing Member equal to the SGD SOR Amount it would be entitled to receive under the Straddle Period SGD SOR Contract if it was not amended pursuant to Section 3 above (or, if applicable, as reflected in the relevant Operational Straddle Period SGD SOR Booking); and
- (ii) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable to the FCM Clearing Member and (Y) a “Floating Amount” that would be payable by the FCM Clearing Member equal to the “Floating Amount” the FCM Clearing Member would be entitled to receive as reflected under the related Operational RFR Booking,
- (d) In addition to the Operational RFR Bookings referred to in (b) above, with respect to each Straddle Period SGD SOR Contract and Operational Straddle Period SGD SOR Booking in relation to which the FCM Clearing Member would pay the SGD SOR Amount, on the applicable Conversion Date the Clearing House shall record the following Operational Overlay Bookings in the FCM SwapClear Service:
- (i) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable to the FCM Member and (Y) an amount that would be payable by the FCM Member equal to the SGD SOR Amount it would be obliged to pay under the Straddle Period SGD SOR Contract if it was not amended pursuant to Section 3 above (or, if applicable, as reflected in the Operational Straddle Period SGD SOR Booking); and
- (ii) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable by the FCM Clearing Member and (Y) a “Floating Amount” that would be payable to the FCM Clearing Member equal to the “Floating Amount” that would be payable by the FCM Clearing Member as reflected under the related Operational RFR Booking,
- (e) The Operational Overlay Bookings in relation to a Straddle Period SGD SOR Contract and Operational Straddle Period SGD SOR Booking will terminate as of the time when they are no longer required for the Clearing House’s operational purposes, which is expected to be on the first Period End Date (as defined in the ISDA Definitions) after the Index Cessation Effective Date.

## 17. SUBSEQUENT ACTIONS WITH RESPECT TO OPERATIONAL BOOKINGS

### Subsequent Actions Generally

- (a) If the Clearing House receives an instruction from an FCM Clearing Member to take a permitted action with respect to some but not all of the rights and obligations under any Amended SGD SOR Contract (including, but not limited to, compression) and such rights and obligations have been operationally reflected in one or more of the Operational Bookings booked in accordance with Section 4 and not terminated, then

the Clearing House shall deem this to be an instruction to take the following steps contingent on the effectiveness or occurrence of the permitted action:

- (i) pursuant to its powers under FCM Regulation 48B, register one or more new FCM SwapClear Contract(s) in the name of that FCM Clearing Member with the same terms as such Operational Booking(s); and
- (ii) amend the Amended SGD SOR Contract to reflect the rights and obligations remaining after giving effect to the instruction referred to above.

## 18. OBLIGATIONS TO MAKE CERTAIN CALCULATIONS AND ENTER INTO CERTAIN CONTRACTS

Pursuant to FCM Regulation 48B of the FCM Regulations, this Annex sets out the method for (i) calculating the Cash Compensation Amounts (which are “Conversion Payments” for purposes of Regulation 48B), and (ii) determining the terms of the Cash Compensation Contracts which shall be registered in order to effect the payment of the Cash Compensation Amounts.

## 19. DETERMINATION OF THE CASH COMPENSATION AMOUNT AND THE CASH COMPENSATION CONTRACTS FOLLOWING THE CONVERSION

- (a) On the applicable Conversion Date the Clearing House shall calculate the following amounts:
  - (i) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the SGD SOR Contracts registered in each Proprietary Account as of the end of the business day in New York on the applicable Conversion Cut-Off Date; and
  - (ii) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the SGD SOR Contracts registered in each FCM Client Sub-Account as of the end of the business day in New York on the applicable Conversion Cut-Off Date.
- (b) On the applicable Conversion Date the Clearing House shall determine a single Cash Compensation Amount separately in respect of all of the SGD SOR Contracts in each Proprietary Account, and each FCM Client Sub-Account as follows. If:
  - (i) the aggregate RFR Value in relation to all SGD SOR Contracts exceeds the aggregate Fallback RFR Value in relation to all SGD SOR Contracts then the Cash Compensation Amount in relation to the SGD SOR Contracts shall be equal to the absolute value of the excess, and shall be an amount in favor of the FCM Clearing Member in relation to such Proprietary Account or FCM Client Sub-Account (as applicable); and
  - (ii) the aggregate RFR Value in relation to all SGD SOR Contracts is less than the aggregate Fallback RFR Value in relation to all SGD SOR Contracts then the Cash Compensation Amount in relation to all SGD SOR Contracts shall be equal to the absolute value of the excess, and shall be an amount in favor of the Clearing House in relation to such Proprietary Account or FCM Client Sub-Account (as applicable).

- (c) The Clearing House shall, pursuant to FCM Regulation 48B, register a separate Cash Compensation Contract in each Proprietary Account and each FCM Client Sub-Account in relation to each Cash Compensation Amount (to the extent such amounts are applicable to such account). Each FCM Clearing Member and the Clearing House (as applicable) irrevocably agrees that it shall be bound to pay each Cash Compensation Amount to the other pursuant to the terms of the related Cash Compensation Contract. Each Cash Compensation Contract shall be registered for the sole purpose of effecting the payment of the Cash Compensation Amount to which it relates. It shall operationally be recorded as having a "Notional Amount" (as defined in the FCM SwapClear Contract Terms) of USD 1, a "Termination Date" (as defined in the FCM SwapClear Contract Terms) falling two "business days" after the applicable Conversion Cut-Off Date, and an obligation on the Clearing House or the FCM SwapClear Clearing Member (as applicable) to pay to the other on that "Termination Date" an amount equal to the Cash Compensation Amount related to the SGD SOR Contracts in the relevant Proprietary Account or FCM Client Sub-Account in each case as determined pursuant to Section 7(b) above. However, neither the Clearing House nor an FCM Clearing Member shall be required to pay any amounts under a Cash Compensation Contract other than the Cash Compensation Amount to which such Cash Compensation Contract relates.
- (d) Each FCM Clearing Member agrees to be bound by each Cash Compensation Contract registered pursuant to this Section 7, which shall, when registered, constitute an FCM Contract between the Clearing House and the relevant FCM Clearing Member that has arisen by reason of the application of the FCM Regulations to the SGD SOR Contracts.
- (e) Each FCM Clearing Member agrees (and in the case of (e)(iv) below, each FCM Clearing Member and the Clearing House agrees):
- (i) to use reasonable endeavors to provide each of its FCM Clients with (i) information on the change to the SGD SOR Contracts pursuant to the terms of FCM Regulation 48B and this Annex, and (ii) information on the amounts payable pursuant to the terms of the Cash Compensation Contracts which may be allocated to that FCM Client's FCM Client Sub-Account pursuant to the terms of this Annex. Such information shall be set out in 'Risk Notices' or other materials from the Clearing House in connection with this Annex (or any applicable Floating Rate Conversion Notice(s)) expressly marked for distribution to FCM Clients;
- (ii) that it, and each FCM Client, shall be bound by the terms of any Cash Compensation Contracts registered pursuant to this Annex and all payment obligations thereunder (as determined by the Clearing House pursuant to this Annex);
- (iii) to perform all obligations and exercise all rights under or pursuant to this Annex in accordance with Applicable Law; and
- (iv) that each Cash Compensation Contract is being registered in the relevant account in connection with the matters specified in this Annex and the

obligations thereunder are for the sole purpose of addressing the value impact of certain of the changes to the SGD SOR Contracts pursuant to this Annex.

## 20. DETERMINATIONS BINDING

Subject to Section 11, all determinations and calculations made by the Clearing House pursuant to this Annex shall be binding and may in no circumstances (other than in the case of manifest error) be called into question by any person.

## 21. RECORDS

The Clearing House shall update its books and records to reflect the Cash Compensation Contracts and the amounts payable thereunder and the obligation to pay, or the right to receive, any such amounts may be reflected in the books and records of the Clearing House in such manner as the Clearing House determines is necessary to meet its operational requirements. Where the Clearing House determines appropriate, the Clearing House will update its books and records or governance and booking procedures to provide that all Operational Bookings booked pursuant to this Annex do not affect the rights and obligations of FCM Clearing Members regardless of anything to the contrary in any reports issued by the Clearing House.

## 22. MISCELLANEOUS

- (a) The obligations of the Clearing House to each FCM Clearing Member shall be to perform its obligations as principal to such FCM Clearing Member in accordance with the FCM Rulebook, but subject to the restrictions on the Clearing House's obligations and liabilities contained in the FCM Rulebook and Section 11.
- (b) The terms of this Annex are without prejudice to the Clearing House's rights under the FCM Regulations and the FCM Procedures to change the terms of any open FCM SwapClear Contract from time to time and such terms shall not be relevant or binding on the Clearing House in respect of any such changes.
- (c) The performance by the Clearing House of its obligations hereunder shall always be subject to the provisions of the FCM Rulebook.
- (d) Section 4 is provided for FCM Clearing Members operational convenience only and the Clearing House is under no obligation to update this Annex in relation to any changes in its operational or booking processes generally or in relation to the matters specified herein.

## 23. LIMITATION OF LIABILITY

- 23.1 Without prejudice to the generality of FCM Regulation 44, each FCM Clearing Member agrees:
  - (i) that neither the Clearing House nor any other member of the LCH Group will have any liability whatsoever to any FCM Clearing Member or any other person (including, without limitation, any FCM Client) whether in contract, tort (including, without limitation, negligence), trust, as a fiduciary or under any other cause of action, and whether in respect of any damages, loss or gain,

cost or expense (whether direct, indirect, general, special, consequential, punitive or otherwise); and

- (ii) to waive any claim against the Clearing House or any member of the LCH Group;

arising or that may arise in connection with:

- (i) any determination, calculation, notification, registration, publication, exercise of discretion, or decision, taken or not taken by the Clearing House or any other member of the LCH Group in connection with this Annex;
- (ii) the determination or publication of any price, curve, data, quote or other information arising from, or in connection with, this Annex; or
- (iii) any of the operational bookings made pursuant to Section 4 of this Annex.

except in the case of fraud or wilful misconduct on the part of the Clearing House or any other member of the LCH Group.

23.2 Without prejudice to the generality of FCM Regulation 44 and clause 12.1 above, each FCM Clearing Member further agrees:

- (i) that neither the Clearing House nor any other member of the LCH Group will have any liability whatsoever to any FCM Clearing Member or any other person (including, without limitation, any FCM Client) in tort (including, without limitation, negligence), trust, as a fiduciary or under any other non-contractual cause of action, or under any implied contractual term, and whether in respect of any damages, loss or gain, cost or expense (whether direct, indirect, general, special, consequential, punitive or otherwise); and
- (ii) to waive any non-contractual claim or claim under any implied contractual term against the Clearing House or any member of the LCH Group;

arising or that may arise in connection with the Clearing House's performance of its contractual duties or obligations under this Annex, except in the case of fraud or wilful misconduct on the part of the Clearing House or any other member of the LCH Group.

23.3 Each FCM Clearing Member agrees that neither the Clearing House nor any other member of the LCH Group (i) owes any duty of care to any person in connection with the performance of the Clearing House's duties or obligations or exercise of its rights under this Annex, save for the express contractual duties set forth in this Annex; (ii) is under any obligation to research, investigate, supplement, or verify the veracity of, any price, data, quote or other information received from an FCM Clearing Member in connection with this Annex; (iii) is acting as a fiduciary for, or as an advisor to, any FCM Clearing Member or FCM Client in connection with this Annex or any FCM SwapClear Contract registered as a result of the matters specified in this Annex; (iv) shall be under any requirement to consult with, or individually notify (other than as expressly set out in this Annex), an FCM Clearing Member or FCM Client in connection with making its determinations, exercising its discretions or performing its duties or obligations or exercising its rights, each under this Annex; or (v) has made

any representation, express or implied, in relation to this Annex, and each FCM Clearing Member acknowledges that it has not relied on any representations made by the Clearing House or any other member of the LCH Group in relation to this Annex.

23.4 For the avoidance of doubt, notwithstanding anything to the contrary herein, neither the Clearing House nor any other member of the LCH Group shall be liable for any obligations of, or to any person who is not, an FCM Clearing Member.

#### 24. PROVISION OF CERTAIN DATA TO THE CLEARING HOUSE

24.1 In connection with the Clearing House's determination of the Cash Compensation Amounts, at 9am London time on the Conversion Cut-Off Date, or such other time as may be specified by the Clearing House from time to time through a member circular or such other method as the Clearing House shall determine is appropriate, each Major SGD SOR Swap Market Participant (as defined below) shall submit non-executable two-way pricing (i.e. bid and offer) for each tenor of each of the basis swaps identified in the table below:

<u>Product Type</u>	<u>Basis Swap</u>	<u>Basis Swap</u>	<u>Basis Swap</u>
<u>Floating Leg 1 FRO</u>	<u>SGD-SORA</u>	<u>SGD-SORA</u>	<u>SGD-SORA</u>
<u>Floating Leg 1 FRO Payment Frequency</u>	<u>1 year</u>	<u>1 year</u>	<u>1 year</u>
<u>Floating Leg 2 FRO</u>	<u>SGD-SOR</u>	<u>SGD-SOR</u>	<u>SGD-SOR</u>
<u>Floating Leg 2 FRO Payment Frequency</u>	<u>1 month</u>	<u>3 months</u>	<u>6 months</u>
<u>Day Count Fraction</u>	<u>Act/365 for both legs</u>	<u>Act/365 for both legs</u>	<u>Act/365 for both legs</u>
<u>Price Quotation</u>	<u>Leg 1 spread</u>	<u>Leg 1 spread</u>	<u>Leg 1 spread</u>
<u>Required Tenors</u>	<u>1 Year, 2 Years, 3 Years, 4 Years and 5 Years</u>	<u>1 Year, 2 Years, 3 Years, 4 Years and 5 Years</u>	<u>1 Year, 2 Years, 3 Years, 4 Years and 5 Years</u>

24.2 The pricing referred to in paragraph 12.1 shall be submitted via the SwapClear Portal in accordance with the instructions set out on the SwapClear Portal and the terms



governing use of the SwapClear Portal. Each time a Major SGD SOR Swap Market Participant submits pricing to the Clearing House it represents and warrants to the Clearing House that all price submissions have been suitably verified by appropriate members of its senior management prior to submission to the Clearing House.

24.3 The Clearing House shall establish representative market notional amounts for each of the basis swaps set out in paragraph 12.1 and shall notify the Major SGD SOR Market Participants of such amounts ahead of the Conversion Date via member circular or such other method as the Clearing House shall determine is appropriate.

24.4 Once the Clearing House has received the submissions pursuant to paragraph 12.1, the Clearing House shall take the following steps with respect to each tenor of each basis swap listed in paragraph 12.1:

(i) first, it shall rank all prices received that are bids in descending order (i.e. starting with the highest bid) and all prices received that are offers in ascending order (i.e. starting with the lowest offer) (as applicable), provided that, if two or more bids or offers are identical, the those bids or offers shall be ranked in the order in which they were first received by the Clearing House;

(ii) second, the Clearing House shall exclude the crossing side of any crossing price submissions (meaning that if the highest bid is equal to or is greater than the lowest offer then both shall be deemed as “crossing” and be excluded, and the process repeated until all remaining bids are below all remaining offers);

(iii) third, the Clearing House shall determine the mid-price for each tenor of each basis swap by taking the arithmetic mean of (i) the highest quarter of the remaining bids for that tenor of the relevant basis swap and (ii) the lowest quarter of the remaining offers for that tenor of the relevant basis swap. To determine the number of prices comprising the highest or lowest quarter of bids or offers (as applicable), the Clearing House will round-up to the nearest whole number of bids or offers (as applicable); and

(iv) fourth, the Clearing House shall use the mid-prices determined pursuant to the foregoing to construct the SOR curve which the Clearing House shall use to determine the Fallback RFR Value of SGD SOR Contracts pursuant to paragraph 7(a).

24.5 For purposes of this paragraph 12, a "Major SGD SOR Market Participant" is each FCM Clearing Member or FCM Client who, as of the Conversion Date, satisfies the criteria to be published by the Clearing House ahead of the Conversion Date via member circular or such other method as the Clearing House shall determine is appropriate.

**SCHEDULE 2.1G****FCM SWAPCLEAR SERVICE – FLOATING RATE CONVERSION ANNEX –  
THB-THBFIX****25. SCOPE AND INTERPRETATION**

- (a) This Annex constitutes a “Floating Rate Conversion Annex” as defined in and pursuant to the FCM Regulations and supplements and forms part of the FCM Rulebook.
- (b) The terms of this Annex shall apply to all open FCM SwapClear Contracts that (i) specify the In-Scope Floating Rate Option as the floating rate or use the In-Scope Floating Rate Option to calculate the floating amount thereunder and (ii) are registered with the Clearing House as of the end of the “business day” in New York on the applicable Conversion Cut-Off Date (each such FCM SwapClear Contract, a **THB-THBFIX Contract**). For the avoidance of doubt, (A) no other FCM SwapClear Contract shall be subject to, or affected by, the terms of this Annex and all FCM SwapClear Contracts shall remain in full force and effect, and (B) other than as expressly set out in this Annex, the FCM SwapClear Contract Terms shall not be amended, supplemented or modified by the terms of this Annex.
- (c) Capitalised terms used but not otherwise defined herein have the meaning given to them in the FCM Regulations. The term "business day" has the meaning given to it in the FCM Regulations.
- (d) The terms of this Annex relating to operational or procedural matters may be supplemented, modified, amended, replaced or withdrawn from time to time by the Clearing House in its sole discretion through a member circular or such other method as the Clearing House shall determine is appropriate.

**26. DEFINITIONS**

For the purposes of this Annex:

**Amended THB-THBFIX Contract** means each THB-THBFIX Contract after giving effect to the amendments made pursuant to Section 3 below.

**Cash Compensation Amount** means, in relation to all THB-THBFIX Contracts that specify the In-Scope Floating Rate Option as the floating rate or use the In-Scope Floating Rate Option to calculate the floating amount thereunder in a Proprietary Account or an FCM Client Sub-Account, the amount determined in accordance with Section 7 below.

**Cash Compensation Contract** means each contract determined by the Clearing House and registered in the relevant Proprietary Account or FCM Client Sub-Account pursuant to Section 7 below.

**Conversion Cut-Off Date** means, with respect to a THB-THBFIX Contract, the business day immediately prior to the Conversion Date applicable to such THB-THBFIX Contract as determined in accordance with the definition of “Conversion Date” below.

**Conversion Date** means June 10, 2023, or such other date as may be specified by the Clearing House from time to time through a member circular or such other method as the Clearing House shall determine is appropriate.

**Fallback RFR Value** means, in relation to a THB-THBFIX Contract, the net present value, determined by the Clearing House as of the applicable Conversion Date, of all future cash flows under that THB-THBFIX Contract on the basis that such THB-THBFIX Contract is not amended pursuant to this Annex. If the net present value represents an asset or positive value for the Clearing House, such Fallback RFR Value shall be a positive amount and if the net present value represents a liability or negative value for the Clearing House, such Fallback RFR Value shall be a negative amount.

**In-Scope Floating Rate Option** means THB-THBFIX (as defined in the ISDA Definitions).

**ISDA Definitions** means the ISDA 2021 Interest Rate Definitions, as published by the International Swaps and Derivatives Association, Inc.

**Operational Straddle Period THB-THBFIX Booking** means an Operational Booking which has a “Reset Date” (as defined in the ISDA Definitions) which falls on, or prior to, the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to that In-Scope Floating Rate Option and relates to a Period End Date (as defined in the ISDA Definitions) that falls after the Conversion Date in relation to that In-Scope Floating Rate Option.

**Relevant Number of Business Days** means two Bangkok Business Days (as defined in the ISDA Definitions).

**RFR Value** means, in relation to a THB-THBFIX Contract, the net present value, determined by the Clearing House as of the applicable Conversion Date, of all future cash flows under that THB-THBFIX Contract on the basis that such THB-THBFIX Contract is an Amended THB-THBFIX Contract. If the net present value represents an asset or positive value for the Clearing House, such RFR Value shall be a positive amount and if the net present value represents a liability or negative value for the Clearing House, such RFR Value shall be a negative amount.

**Straddle Period THB-THBFIX Contract** means a THB-THBFIX Contract which has a “Reset Date” (as defined in the ISDA Definitions) which falls on, or prior to, the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to the In-Scope Floating Rate Option specified in that THB-THBFIX Contract and relates to a Period End Date (as defined in the ISDA Definitions) that falls after the applicable Conversion Date.

## **27. AMENDMENTS TO THB-THBFIX CONTRACTS**

- (a) Pursuant to Regulation 48B of the FCM Regulations, with effect from, and including, the applicable Conversion Date each THB-THBFIX Contract shall be amended in accordance with this Section 3.

Floating Rate Option:

- (b) From and including the first Reset Date falling after the Relevant Number of Business Days from the “Index Cessation Effective Date” (as defined in the ISDA Definitions) in relation to the In-Scope Floating Rate Option, and notwithstanding anything to the contrary in the FCM SwapClear Contract Terms, including for the avoidance of doubt, any fallbacks in the ISDA Definitions in so far as they relate to such In-Scope Floating Rate Options, any references to THB-THBFIX in the FCM SwapClear Contract Terms shall be deemed to be replaced for all purposes with THB-THOR-OIS Compound.

Payment Date Delay:

- (c) From and including the first Reset Date which falls on or after the Relevant Number of Business Days from the "Index Cessation Effective Date" (as defined in the ISDA Definitions) related to the In-Scope Floating Rate Option referenced in the relevant THB-THBFIX Contract, “Delayed Payment” (as defined in the ISDA Definitions) shall be “Applicable” and the number of days specified for such purposes shall be two (2) Business Days (with Business Days having the meaning specified in the terms of the original relevant THB-THBFIX Contract). The Clearing House and the FCM Clearing Members acknowledge and agree that pursuant to the ISDA Definitions such election means that each Payment Date (as defined in the ISDA Definitions) shall fall two (2) Business Days (with Business Days having the meaning specified in the terms of the original relevant THB-THBFIX Contract) after the relevant Period End Date or the Termination Date (each as defined in the ISDA Definitions), as applicable.

No Observation Period Shift:

- (d) For the avoidance of doubt, the Clearing House and the FCM Clearing Members acknowledge and agree that as a result of the amendment made in paragraph (b) above, each "Floating Rate" under each THB-THBFIX Contract shall be calculated over the relevant "Calculation Period" without any shift, adjustment or "observation shift" and all of the provisions relating thereto in the ISDA Definitions shall not apply to the calculation of the "Floating Rate" under each THB-THBFIX Contract.

Consequential Amendments:

- (e) The Clearing House shall make any consequential amendments to the terms of each THB-THBFIX Contract as it deems necessary in connection with, and to give effect to, the amendments in this Section 3.
- (f) Unless expressly referenced herein, all other terms of each THB-THBFIX Contract shall remain in full force and effect and shall continue to apply, including, but not limited to, the “Fixed Rate”, “Day Count Fraction” “Business Days” and any “Spread” (each as defined in the ISDA Definitions).

**28. OPERATIONAL BOOKINGS**

- (a) In order to facilitate and/or reflect the legal amendments made to each FCM SwapClear Contract pursuant to this Annex in the FCM SwapClear Service, the Clearing House shall record certain bookings in the FCM SwapClear Service (each an

Operational Booking) in the manner described in this Section 4. Any bookings referred to in this Section 4 are solely to facilitate and/or reflect the legal amendments made to each FCM SwapClear Contract pursuant to this Annex and the Clearing House and each FCM Clearing Member agree and acknowledge that they shall not result in the registration of any new FCM SwapClear Contracts and shall have no legal effect and are for operational purposes only.

Main Operational Booking

- (b) On the applicable Conversion Date in relation to each THB-THBFIX Contract, the Clearing House shall record an Operational Booking (each an **Operational RFR Booking**) that is on the same terms as the THB-THBFIX Contract to which it relates except that, from the “Effective Date” of the Operational RFR Booking (which shall be prior to the applicable Conversion Date) any “Floating Amounts” reflected in the Operational RFR Booking shall be calculated after giving effect to the amendments made pursuant to Section 3 of this Annex. On the applicable Conversion Date in relation to a THB-THBFIX Contract, the Clearing House shall terminate the operational booking relating to that THB-THBFIX Contract that was recorded in the FCM SwapClear Service immediately prior to the applicable Conversion Date. For the avoidance of doubt, this paragraph (b) shall apply to all THB-THBFIX Contracts.

Operational Overlay Bookings

- (c) In addition to the Operational RFR Bookings referred to in (b) above, with respect to each Straddle Period THB-THBFIX Contract and Operational Straddle Period THB-THBFIX Booking in relation to which the FCM Clearing Member would receive a “Floating Amount” calculated using the In-Scope Floating Rate Option under the Straddle Period THB-THBFIX Contract or Operational Straddle Period THB-THBFIX Booking (such amount, the **THB-THBFIX Amount**), on the applicable Conversion Date the Clearing House shall record the following Operational Bookings (each an **Operational Overlay Booking**) in the FCM SwapClear Service:
- (i) an Operational Overlay Booking reflecting (X) a fixed amount that would be payable by the FCM Clearing Member, such amount determined by the Clearing House in its sole and absolute discretion (the **Overlay Fixed Amount**) and (Y) an amount that would be payable to the FCM Clearing Member equal to the THB-THBFIX Amount it would be entitled to receive under the Straddle Period THB-THBFIX Contract if it was not amended pursuant to Section 3 above (or, if applicable, as reflected in the relevant Operational Straddle Period THB-THBFIX Booking); and
  - (ii) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable to the FCM Clearing Member and (Y) a “Floating Amount” that would be payable by the FCM Clearing Member equal to the “Floating Amount” the FCM Clearing Member would be entitled to receive as reflected under the related Operational RFR Booking,

- (d) In addition to the Operational RFR Bookings referred to in (b) above, with respect to each Straddle Period THB-THBFIX Contract and Operational Straddle Period THB-THBFIX Booking in relation to which the FCM Clearing Member would pay the THB-THBFIX Amount, on the applicable Conversion Date the Clearing House shall record the following Operational Overlay Bookings in the FCM SwapClear Service:
- (i) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable to the FCM Clearing Member and (Y) an amount that would be payable by the FCM Clearing Member equal to the THB-THBFIX Amount it would be obliged to pay under the Straddle Period THB-THBFIX Contract if it was not amended pursuant to Section 3 above (or, if applicable, as reflected in the Operational Straddle Period THB-THBFIX Booking); and
  - (ii) an Operational Overlay Booking reflecting (X) the Overlay Fixed Amount that would be payable by the FCM Clearing Member and (Y) a “Floating Amount” that would be payable to the FCM Clearing Member equal to the “Floating Amount” that would be payable by the FCM Clearing Member as reflected under the related Operational RFR Booking.
- (e) The Operational Overlay Bookings in relation to a Straddle Period THB-THBFIX Contract and Operational Straddle Period THB-THBFIX Booking will terminate as of the time when they are no longer required for the Clearing House’s operational purposes, which is expected to be on the first Period End Date (as defined in the ISDA Definitions) after the Index Cessation Effective Date.

## 29. SUBSEQUENT ACTIONS WITH RESPECT TO OPERATIONAL BOOKINGS

### Subsequent Actions Generally

- (a) If the Clearing House receives an instruction from an FCM Clearing Member to take a permitted action with respect to some but not all of the rights and obligations under any Amended THB-THBFIX Contract (including, but not limited to, compression) and such rights and obligations have been operationally reflected in one or more of the Operational Bookings booked in accordance with Section 4 and not terminated, then the Clearing House shall deem this to be an instruction to take the following steps contingent on the effectiveness or occurrence of the permitted action:
- (i) pursuant to its powers under FCM Regulation 48B, register one or more new FCM SwapClear Contract(s) in the name of that FCM Clearing Member with the same terms as such Operational Booking(s); and
  - (ii) amend the Amended THB-THBFIX Contract to reflect the rights and obligations remaining after giving effect to the instruction referred to above.

### 30. OBLIGATIONS TO MAKE CERTAIN CALCULATIONS AND ENTER INTO CERTAIN CONTRACTS

Pursuant to FCM Regulation 48B of the FCM Regulations, this Annex sets out the method for (i) calculating the Cash Compensation Amounts (which are “Conversion Payments” for purposes of FCM Regulation 48B), and (ii) determining the terms of the Cash Compensation Contracts which shall be registered in order to effect the payment of the Cash Compensation Amounts.

### 31. DETERMINATION OF THE CASH COMPENSATION AMOUNT AND THE CASH COMPENSATION CONTRACTS FOLLOWING THE CONVERSION

(a) On the applicable Conversion Date the Clearing House shall calculate the following amounts:

(i) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the THB-THBFIX Contracts registered in each Proprietary Account as of the end of the business day in New York on the applicable Conversion Cut-Off Date; and

(ii) the aggregate Fallback RFR Value and the aggregate RFR Value in relation to all of the THB-THBFIX Contracts registered in each FCM Client Sub-Account as of the end of the business day in New York on the applicable Conversion Cut-Off Date.

(b) On the applicable Conversion Date the Clearing House shall determine a single Cash Compensation Amount separately in respect of all of the THB-THBFIX Contracts in each Proprietary Account, and each FCM Client Sub-Account as follows. If:

(i) the aggregate RFR Value in relation to all THB-THBFIX Contracts exceeds the aggregate Fallback RFR Value in relation to all THB-THBFIX Contracts then the Cash Compensation Amount in relation to the THB-THBFIX Contracts shall be equal to the absolute value of the excess, and shall be an amount in favor of the FCM Clearing Member in relation to such Proprietary Account or FCM Client Sub-Account (as applicable); and

(ii) the aggregate RFR Value in relation to all THB-THBFIX Contracts is less than the aggregate Fallback RFR Value in relation to all THB-THBFIX Contracts then the Cash Compensation Amount in relation to all THB-THBFIX Contracts shall be equal to the absolute value of the excess, and shall be an amount in favor of the Clearing House in relation to such Proprietary Account or FCM Client Sub-Account(as applicable).

(c) The Clearing House shall, pursuant to FCM Regulation 48B, register a separate Cash Compensation Contract in each Proprietary Account and each FCM Client Sub-Account in relation to each Cash Compensation Amount (to the extent such amounts are applicable to such account). Each FCM Clearing Member and the Clearing House (as applicable) irrevocably agrees that it shall be bound to pay each Cash Compensation Amount to the other pursuant to the terms of the related Cash Compensation Contract. Each Cash Compensation Contract shall be registered for the

sole purpose of effecting the payment of the Cash Compensation Amount to which it relates. It shall operationally be recorded as having a "Notional Amount" (as defined in the FCM SwapClear Contract Terms) of USD 1 , a "Termination Date" (as defined in the FCM SwapClear Contract Terms) falling two "business days" after the applicable Conversion Cut-Off Date, and an obligation on the Clearing House or the FCM Clearing Member (as applicable) to pay to the other on that "Termination Date" an amount equal to the Cash Compensation Amount related to the THB-THBFIX Contracts in the relevant Proprietary Account or FCM Client Sub-Account, in each case as determined pursuant to Section 7(b) above. However, neither the Clearing House nor an FCM Clearing Member shall be required to pay any amounts under a Cash Compensation Contract other than the Cash Compensation Amount to which such Cash Compensation Contract relates.

- (d) Each FCM Clearing Member agrees to be bound by each Cash Compensation Contract registered pursuant to this Section 7, which shall, when registered, constitute an FCM SwapClear Contract between the Clearing House and the relevant FCM Clearing Member that has arisen by reason of the application of the FCM Regulations to the THB-THBFIX Contracts.
- (e) Each FCM Clearing Member agrees (and in the case of (e)(iv) below, each FCM Clearing Member and the Clearing House agrees):
- (i) to use reasonable endeavors to provide each of its FCM Clients with (i) information on the change to the THB-THBFIX Contracts pursuant to the terms of FCM Regulation 48B and this Annex, and (ii) information on the amounts payable pursuant to the terms of the Cash Compensation Contracts which may be allocated to that FCM Client's FCM Client Sub-Account. Such information shall be set out in 'Risk Notices' or other materials from the Clearing House in connection with this Annex (or any applicable Floating Rate Conversion Notice(s)) expressly marked for distribution to FCM Clients;
  - (ii) that it, and each FCM Client, shall be bound by the terms of any Cash Compensation Contracts registered pursuant to this Annex and all payment obligations thereunder (as determined by the Clearing House pursuant to this Annex);
  - (iii) to perform all obligations and exercise all rights under or pursuant to this Annex in accordance with Applicable Law; and
  - (iv) that each Cash Compensation Contract is being registered in the relevant account in connection with the matters specified in this Annex and the obligations thereunder are for the sole purpose of addressing the value impact of certain of the changes to the THB-THBFIX Contracts pursuant to this Annex.

### 32. DETERMINATIONS BINDING

Subject to Section 11, all determinations and calculations made by the Clearing House pursuant to this Annex shall be binding and may in no circumstances (other than in the case of manifest error) be called into question by any person.



### 33. RECORDS

The Clearing House shall update its books and records to reflect the Cash Compensation Contracts and the amounts payable thereunder and the obligation to pay, or the right to receive, any such amounts may be reflected in the books and records of the Clearing House in such manner as the Clearing House determines is necessary to meet its operational requirements. Where the Clearing House determines appropriate, the Clearing House will update its books and records or governance and booking procedures to provide that all Operational Bookings booked pursuant to this Annex do not affect the rights and obligations of FCM Clearing Members regardless of anything to the contrary in any reports issued by the Clearing House.

### 34. MISCELLANEOUS

- (a) The obligations of the Clearing House to each FCM Clearing Member shall be to perform its obligations as principal to such FCM Clearing Member in accordance with the FCM Rulebook, but subject to the restrictions on the Clearing House's obligations and liabilities contained in the FCM Rulebook and Section 11.
- (b) The terms of this Annex are without prejudice to the Clearing House's rights under the FCM Regulations and the FCM Procedures to change the terms of any open FCM SwapClear Contract from time to time and such terms shall not be relevant or binding on the Clearing House in respect of any such changes.
- (c) The performance by the Clearing House of its obligations hereunder shall always be subject to the provisions of the FCM Rulebook.
- (d) Section 4 is provided for FCM Clearing Members operational convenience only and the Clearing House is under no obligation to update this Annex in relation to any changes in its operational or booking processes generally or in relation to the matters specified herein.

### 35. LIMITATION OF LIABILITY

35.1 Without prejudice to the generality of FCM Regulation 44, each FCM Clearing Member agrees:

- (i) that neither the Clearing House nor any other member of the LCH Group will have any liability whatsoever to any FCM Clearing Member or any other person (including, without limitation, any FCM Client) whether in contract, tort (including, without limitation, negligence), trust, as a fiduciary or under any other cause of action, and whether in respect of any damages, loss or gain, cost or expense (whether direct, indirect, general, special, consequential, punitive or otherwise); and
- (ii) to waive any claim against the Clearing House or any member of the LCH Group;

arising or that may arise in connection with:

- (i) any determination, calculation, notification, registration, publication, exercise of discretion, or decision, taken or not taken by the Clearing House or any other member of the LCH Group in connection with this Annex;
- (ii) the determination or publication of any price, curve, data, quote or other information arising from, or in connection with, this Annex; or
- (iii) any of the operational bookings made pursuant to Section 4 of this Annex.

except in the case of fraud or wilful misconduct on the part of the Clearing House or any other member of the LCH Group.

35.2 Without prejudice to the generality of FCM Regulation 44 and clause 11.1 above, each FCM Clearing Member further agrees:

- (i) that neither the Clearing House nor any other member of the LCH Group will have any liability whatsoever to any FCM Clearing Member or any other person (including, without limitation, any FCM Client) in tort (including, without limitation, negligence), trust, as a fiduciary or under any other non-contractual cause of action, or under any implied contractual term, and whether in respect of any damages, loss or gain, cost or expense (whether direct, indirect, general, special, consequential, punitive or otherwise); and
- (ii) to waive any non-contractual claim or claim under any implied contractual term against the Clearing House or any member of the LCH Group;

arising or that may arise in connection with the Clearing House's performance of its contractual duties or obligations under this Annex, except in the case of fraud or wilful misconduct on the part of the Clearing House or any other member of the LCH Group.

35.3 Each FCM Clearing Member agrees that neither the Clearing House nor any other member of the LCH Group (i) owes any duty of care to any person in connection with the performance of the Clearing House's duties or obligations or exercise of its rights under this Annex, save for the express contractual duties set forth in this Annex; (ii) is under any obligation to research, investigate, supplement, or verify the veracity of, any price, data, quote or other information received from an FCM Clearing Member in connection with this Annex; (iii) is acting as a fiduciary for, or as an advisor to, any FCM Clearing Member or FCM Client in connection with this Annex or any FCM SwapClear Contract registered as a result of the matters specified in this Annex; (iv) shall be under any requirement to consult with, or individually notify (other than as expressly set out in this Annex), an FCM Clearing Member or FCM Client in connection with making its determinations, exercising its discretions or performing its duties or obligations or exercising its rights, each under this Annex; or (v) has made any representation, express or implied, in relation to this Annex, and each FCM Clearing Member acknowledges that it has not relied on any representations made by the Clearing House or any other member of the LCH Group in relation to this Annex.

35.4 For the avoidance of doubt, notwithstanding anything to the contrary herein, neither the Clearing House nor any other member of the LCH Group shall be liable for any obligations of, or to any person who is not, an FCM Clearing Member.

### 36. PROVISION OF CERTAIN DATA TO THE CLEARING HOUSE

36.1 In connection with the Clearing House's determination of the Cash Compensation Amounts, at 9am London time on the Conversion Cut-Off Date, or such other time as may be specified by the Clearing House from time to time through a member circular or such other method as the Clearing House shall determine is appropriate, each Major THB-THBFIX Swap Market Participant (as defined below) shall submit non-executable two-way pricing (i.e. bid and offer) for each tenor of each of the basis swaps identified in the table below:

<u>Product Type</u>	<u>Basis Swap</u>
<u>Floating Leg 1 FRO</u>	<u>THB-THOR-OIS Compound</u>
<u>Floating Leg 1 FRO Payment Frequency</u>	<u>3 months</u>
<u>Floating Leg 2 FRO</u>	<u>THB-THBFIX</u>
<u>Floating Leg 2 FRO Payment Frequency</u>	<u>6 months</u>
<u>Day Count Fraction</u>	<u>Act/365 for both legs</u>
<u>Price Quotation</u>	<u>Leg 1 spread</u>
<u>Required Tenors</u>	<u>1 Year, 2 Years, 3 Years, 4 Years and 5 Years</u>

36.2 The pricing referred to in paragraph 12.1 shall be submitted via the SwapClear Portal in accordance with the instructions set out on the SwapClear Portal and the terms governing use of the SwapClear Portal. Each time a Major THB-THBFIX Swap Market Participant submits pricing to the Clearing House it represents and warrants to the Clearing House that all price submissions have been suitably verified by appropriate members of its senior management prior to submission to the Clearing House.

36.3 The Clearing House shall establish representative market notional amounts for each of the basis swaps set out in paragraph 12.1 and shall notify the Major THB-THBFIX Market Participants of such amounts ahead of the Conversion Date via member circular or such other method as the Clearing House shall determine is appropriate.

36.4 Once the Clearing House has received the submissions pursuant to paragraph 12.1, the Clearing House shall take the following steps with respect to each tenor of each basis swap listed in paragraph 12.1:

- (i) first, it shall rank all prices received that are bids in descending order (i.e. starting with the highest bid) and all prices received that are offers in ascending order (i.e. starting with the lowest offer) (as applicable), provided that, if two or more bids or offers are identical, the those bids or offers shall be ranked in the order in which they were first received by the Clearing House;
- (ii) second, the Clearing House shall exclude the crossing side of any crossing price submissions (meaning that if the highest bid is equal to or is greater than the lowest offer then both shall be deemed as “crossing” and be excluded, and the process repeated until all remaining bids are below all remaining offers);
- (iii) third, the Clearing House shall determine the mid-price for each tenor of each basis swap by taking the arithmetic mean of (i) the highest quarter of the remaining bids for that tenor of the relevant basis swap and (ii) the lowest quarter of the remaining offers for that tenor of the relevant basis swap. To determine the number of prices comprising the highest or lowest quarter of bids or offers (as applicable), the Clearing House will round-up to the nearest whole number of bids or offers (as applicable); and
- (iv) fourth, the Clearing House shall use the mid-prices determined pursuant to the foregoing to construct the THB-THBFIX curve which the Clearing House shall use to determine the Fallback RFR Value of THB-THBFIX Contracts pursuant to paragraph 7(a).

36.5 For purposes of this paragraph 12, a "Major THB-THBFIX Market Participant" is each FCM Clearing Member or FCM Client who, as of the Conversion Date, satisfies the criteria to be published by the Clearing House ahead of the Conversion Date via member circular or such other method as the Clearing House shall determine is appropriate.

12.4

**Appendix III**  
Product Specific Contract Terms and Eligibility Criteria Manual  
*Changed Pages*



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**PRODUCT SPECIFIC CONTRACT TERMS AND ELIGIBILITY CRITERIA  
MANUAL**

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

**1. SwapClear Transaction**

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

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

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

**1.2 SwapClear Product Eligibility Criteria for a SwapClear Transaction**

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

<u>Instrument</u>	<u>Currency</u>	<u>Leg 1</u>	<u>Leg 2</u>	<u>Variable Notional</u>	<u>Maximum Tenor</u>	<u>Notional Amount</u>
Interest rate swap	GBP	Fixed	GBP-LIBOR-BBA	No	18,675 days	0.01-99,999,999,999.99 <sup>14</sup>
OIS	GBP	Fixed	GBP-SONIA-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	GBP	Fixed	GBP-SONIA-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99
Interest rate swap	USD	Fixed	USD-LIBOR-BBA	Yes	18,675 days	0.01-99,999,999,999.99 <sup>15</sup>
Interest rate swap	USD	Fixed	USD-LIBOR	Yes	18,675 days	0.01-99,999,999,999.99 <sup>16</sup>
OIS	USD	Fixed	USD-SOFR-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	USD	Fixed	USD-SOFR-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99

<sup>14</sup> This transaction will only be eligible as a SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 4 of Procedure 2C.

<sup>15</sup> This transaction will only be eligible as a SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 5 of the Procedure 2C.

<sup>16</sup> This transaction will only be eligible as a SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 5 of Procedure 2C

Basis swap	USD	USD-SOFR-OIS Compound	USD-SOFR-OIS Compound	No	18,675 days	0.01-99,999,999,999.99
Interest rate swap	USD	Fixed	USD-BSBY <sup>17</sup>	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	USD	USD-FEDERAL FUNDS-H.15-OIS-COMPOUND	USD-SOFR-COMPOUND	No	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-Federal Funds-OIS Compound	USD-SOFR-OIS Compound	No	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-Federal Funds	USD-SOFR-OIS Compound	No	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-BSBY <sup>18</sup>	USD-SOFR-COMPOUND	No	4,050 days	0.01-99,999,999,999.99
Basis swap	USD	USD-BSBY <sup>19</sup>	USD-SOFR-OIS Compound	No	4,050 days	0.01-99,999,999,999.99
Basis swap	USD	USD-BSBY	USD-BSBY <sup>20</sup>	No	4,050 days	0.01-99,999,999,999.99
OIS	USD	Fixed	USD-Federal Funds H.15-OIS-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	USD	Fixed	USD-Federal Funds-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99
Interest rate swap	EUR	Fixed	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01-99,999,999,999.99
Interest rate swap	EUR	Fixed	EUR-EURIBOR	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR-Reuters	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR	EUR-EURIBOR	Yes	18,675 days	0.01-99,999,999,999.99

<sup>17</sup> BLOOMBERG, BLOOMBERG INDICES and BLOOMBERG SHORT-TERM BANK YIELD INDEX are trademarks or service marks of Bloomberg Finance L.P and its affiliates (collectively, "Bloomberg") and have been licensed for use for certain purposes by LCH Group. Bloomberg is not affiliated with LCH Group and does not approve, endorse, review, or recommend any financial instrument. Bloomberg or its licensors own all proprietary rights in the Bloomberg Short-Term Bank Yield Index. Bloomberg does not guarantee the timeliness, accurateness, or completeness of any data or information relating to Bloomberg Short-Term Bank Yield Index. Bloomberg makes no warranty, express or implied, as to the Bloomberg Short-Term Bank Yield Index or any data or values relating thereto or results to be obtained therefrom, and expressly disclaims all warranties of merchantability and fitness for a particular purpose with respect thereto. To the maximum extent allowed by law, Bloomberg, its licensors, and its and their respective employees, contractors, agents, suppliers, and vendors shall have no liability or responsibility whatsoever for any injury or damages-whether direct, indirect, consequential, incidental, punitive, or otherwise-arising in connection with the Bloomberg Short Term Bank Yield Index or any data or values relating thereto-whether arising from their negligence or otherwise

<sup>18</sup> Ibid footnote 17.

<sup>19</sup> Ibid footnote 17.

<sup>20</sup> Ibid footnote 17.



OIS	EUR	Fixed	EUR-EuroSTR-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	EUR	Fixed	EUR-EuroSTR-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR-Reuters	EUR-EuroSTR-COMPOUND	No	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR	EUR-EuroSTR-OIS Compound	No	18,675 days	0.01-99,999,999,999.99
Interest rate swap	AUD	Fixed	AUD-BBR-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	AUD	Fixed	AUD-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-BBR-BBSW	AUD-BBR-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-BBSW	AUD-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-AONIA-OIS-COMPOUND	AUD-BBR-BBSW	No	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-AONIA-OIS Compound	AUD-BBSW	No	11,375 days	0.01-99,999,999,999.99
OIS	AUD	Fixed	AUD-AONIA-OIS-COMPOUND	Yes	11,375 days	0.01-99,999,999,999.99
OIS	AUD	Fixed	AUD-AONIA-OIS Compound	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	CAD	Fixed	CAD-BA-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Interest rate swap	CAD	Fixed	CAD-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-BA-CDOR	CAD-BA-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-CDOR	CAD-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-BA-CDOR	CAD-CORRA-OIS-COMPOUND	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-CDOR	CAD-CORRA-OIS Compound	Yes	15,025 days	0.01-99,999,999,999.99
OIS	CAD	Fixed	CAD-CORRA-OIS-COMPOUND	Yes	15,025 days	0.01-99,999,999,999.99
OIS	CAD	Fixed	CAD-CORRA-OIS Compound	Yes	15,025 days	0.01-99,999,999,999.99
Interest rate swap	CZK	Fixed	CZK-PRIBOR-PRBO	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	CZK	Fixed	CZK-PRIBOR	Yes	5,875 days	0.01-99,999,999,999.99

Basis swap	CZK	CZK-PRIBOR-PRBO	CZK-PRIBOR-PRBO	Yes	5,875 days	0.01-99,999,999,999.99
Basis swap	CZK	CZK-PRIBOR	CZK-PRIBOR	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR2-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR2	Yes	11,375 days	0.01-99,999,999,999.99
OIS	DKK	Fixed	DKK-DESTR-OIS Compound	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR-DKNA13	DKK-CIBOR-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR	DKK-CIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR2-DKNA13	DKK-CIBOR2-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR2	DKK-CIBOR2	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	HKD	Fixed	HKD-HIBOR-HKAB	Yes	5,700 days	0.01-99,999,999,999.99
Interest rate swap	HKD	Fixed	HKD-HIBOR	Yes	5,700 days	0.01-99,999,999,999.99
Interest rate swap	HKD	Fixed	HKD-HIBOR-ISDC	Yes	5,700 days	0.01-99,999,999,999.99
OIS	HKD	Fixed	HKD-HONIX-OIS-COMPOUND	Yes	4,050 days	0.01-99,999,999,999.99
OIS	HKD	Fixed	HKD-HONIA-OIS Compound	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HIBOR-HKAB	HKD-HIBOR-HKAB	Yes	5,700 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HIBOR	HKD-HIBOR	Yes	5,700 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HIBOR-ISDC	HKD-HIBOR-ISDC	Yes	5,700 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HONIX-OIS-COMPOUND	HKD-HIBOR-HKAB	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HONIA-OIS Compound	HKD-HIBOR	Yes	4,050 days	0.01-99,999,999,999.99
Interest rate swap	HUF	Fixed	HUF-BUBOR-Reuters	Yes	7,700 days	1-10,000,000,000,000
Interest rate swap	HUF	Fixed	HUF-BUBOR	Yes	7,700 days	1-10,000,000,000,000

Basis swap	HUF	HUF-BUBOR-Reuters	HUF-BUBOR-Reuters	Yes	4,050 days	1-10,000,000,000,000
Basis swap	HUF	HUF-BUBOR	HUF-BUBOR	Yes	4,050 days	1-10,000,000,000,000
Interest rate swap	ILS	Fixed	ILS-TELBOR01-Reuters	Yes	4,050 days	0.01 - 99,999,999,999.99
Interest rate swap	ILS	Fixed	ILS-TELBOR	Yes	4,050 days	0.01 - 99,999,999,999.99
Interest rate swap	JPY	Fixed	JPY-LIBOR-BBA	No	15,025 days	1-10,000,000,000,000 <sup>21</sup>
OIS	JPY	Fixed	JPY-TONA-OIS-COMPOUND	Yes	15,025 days	1-10,000,000,000,000
OIS	JPY	Fixed	JPY-TONA-OIS Compound	Yes	15,025 days	1-10,000,000,000,000
Interest rate swap	MXN	Fixed	MXN-TIIE-Banxico	No	7,700 days	0.01-99,999,999,999.99
Interest rate swap	MXN	Fixed	MXN-TIIE	No	7,700 days	0.01-99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR-OIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR-NIBR	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	NOK	NOK-NIBOR-NIBR	NOK-NIBOR-NIBR	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	NOK	NOK-NIBOR-OIBOR	NOK-NIBOR-OIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	NOK	NOK-NIBOR	NOK-NIBOR	Yes	11,375 days	0.01-99,999,999,999.99
OIS	NOK	Fixed	NOK-NOWA-OIS Compound	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	NZD	Fixed	NZD-BBR-FRA	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	NZD	Fixed	NZD-BKBM FRA	Yes	11,375 days	0.01-99,999,999,999.99
OIS	NZD	Fixed	NZD-NZIONIA-OIS-COMPOUND	Yes	4,050 days	0.01-99,999,999,999.99
OIS	NZD	Fixed	NZD-NZIONIA-OIS Compound	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	NZD	NZD-BBR-FRA	NZD-NZIONIA-OIS-COMPOUND	No	4,050 days	0.01-99,999,999,999.99

<sup>21</sup> This transaction will only be eligible as a SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 4 of Procedure 2C.

Basis swap	NZD	NZD-BKBM FRA	NZD-NZIONA-OIS Compound	No	4,050 days	0.01-99,999,999,999.99
Basis swap	NZD	NZD-BBR-FRA	NZD-BBR-FRA	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	NZD	NZD-BKBM FRA	NZD-BKBM FRA	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR-Reuters	Yes	7,700 days	0.01-99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR-VWAP	Yes	7,700 days	0.01-99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR	Yes	7,700 days	0.01-99,999,999,999.99
OIS	SGD	Fixed	SGD-SORA-COMPOUND	Yes	11,375 days	0.01-99,999,999,999.99
OIS	SGD	Fixed	SGD-SORA-OIS Compound	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	SEK	Fixed	SEK-STIBOR-SIDE	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	SEK	Fixed	SEK-STIBOR	Yes	11,375 days	0.01-99,999,999,999.99
OIS	SEK	Fixed	SEK-SWESTR-OIS Compound	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	SEK	SEK-STIBOR-SIDE	SEK-STIBOR-SIDE	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	SEK	SEK-STIBOR	SEK-STIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	CHF	Fixed	CHF-LIBOR-BBA	No	11,375 days	0.01-99,999,999,999.99 <sup>22</sup>
OIS	CHF	Fixed	CHF-SARON-OIS-COMPOUND	Yes	11,375 days	0.01-99,999,999,999.99
OIS	CHF	Fixed	CHF-SARON-OIS Compound	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	PLN	Fixed	PLN-WIBOR-WIBO	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	PLN	Fixed	PLN-WIBOR	Yes	5,875 days	0.01-99,999,999,999.99
Basis swap	PLN	PLN-WIBOR-WIBO	PLN-WIBOR-WIBO	Yes	5,875 days	0.01-99,999,999,999.99
Basis swap	PLN	PLN-WIBOR	PLN-WIBOR	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	ZAR	Fixed	ZAR-JIBAR-SAFEX	Yes	11,375 days	0.01-99,999,999,999.99

<sup>22</sup> This transaction will only be eligible as a SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 4 of the Procedure 2C.

Interest rate swap	ZAR	Fixed	ZAR-JIBAR	Yes	11,375 days	0.01-99,999,999,999.99
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(b) Forward interest rate agreements having the characteristics set out in the table below:

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

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

<u>Instrument</u>	<u>Currency</u>	<u>Leg 1</u>	<u>Leg 2</u>	<u>Maximum Tenor</u>	<u>Notional Amount</u>
Zero coupon inflation indexed swap	EUR	Fixed	EUR-EXT-CPI	50 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap <sup>23</sup>	EUR	Fixed	EUR-EXT-CPI	50 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	EUR	Fixed	FRC-EXT-CPI	30 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	EUR	Fixed	FRC-EXT-CPI	30 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	GBP	Fixed	UK-RPI	50 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	GBP	Fixed	UK-RPI	50 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	USD	Fixed	USA-CPI-U	30 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	USD	Fixed	USA-CPI-U	30 years	0.01-99,999,999,999.99

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

<u>Instrument</u>	<u>Currency</u>	<u>Leg 1</u>	<u>Leg 2</u>	<u>Variable Notional</u>	<u>Maximum Tenor</u>	<u>Notional Amount</u>
Interest rate swap	BRL	Fixed	BRL-CDI	No	4,050 days	0.01-99,999,999,999.99
OIS	CLP	Fixed	CLP-TNA	No	5,700 days	1.0-10,000,000,000,000
OIS	CLP	Fixed	CLP-ICP	No	5,700 days	1.0-10,000,000,000,000
OIS	COP	Fixed	COP-IBR-OIS-COMPOUND	No	5,700 days	1.0-10,000,000,000,000
OIS	COP	Fixed	COP-IBR-OIS Compound	No	5,700 days	1.0-10,000,000,000,000
Interest rate swap	KRW	Fixed	KRW-CD-KSDA-BLOOMBERG	No	7,700 days	1.0-10,000,000,000,000
Interest rate swap	KRW	Fixed	KRW-CD 91D	No	7,700 days	1.0-10,000,000,000,000

<sup>23</sup> A “standard coupon inflation swap” is an inflation vs. fixed swap, which pays out regular coupons on both legs of the swap.

OIS	INR	Fixed	INR-FBIL-MIBOR-OIS-COMPOUND	No	4,050 days	0.01-99,999,999,999.99
OIS	INR	Fixed	INR-MIBOR-OIS Compound	No	4,050 days	0.01-99,999,999,999.99
Interest rate swap	CNY	Fixed	CNY-CNREPOFIX-CFXS-REUTERS	No	2,025 days	0.01-99,999,999,999.99
Interest rate swap	CNY	Fixed	CNY-Fixing Repo Rate	No	2,025 days	0.01-99,999,999,999.99
Interest rate swap	THB	Fixed	THB-THBFIX-REUTERS	No	4,050 days	0.01-99,999,999,999.99
Interest rate swap	THB	Fixed	THB-THBFIX	No	4,050 days	0.01-99,999,999,999.99
OIS	THB	Fixed	THB-THOR-COMPOUND	No	4,050 days	0.01-99,999,999,999.99
OIS	THB	Fixede	THB-THOR-OIS Compound	No	4,050 days	0.01-99,999,999,999.99
Interest rate swap	TWD	Fixed	TWD-TAIBOR-REUTERS	No	4,050 days	0.01-99,999,999,999.99
Interest rate swap	TWD	Fixed	TWD-TAIBOR	No	4,050 days	0.01-99,999,999,999.99

**Appendix IV**  
FCM Product Specific Contract Terms and Eligibility Criteria Manual  
*Changed Pages*





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FCM PRODUCT SPECIFIC CONTRACT TERMS AND ELIGIBILITY CRITERIA  
MANUAL

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

**1. FCM SwapClear Transaction**

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

- (a) the transaction meets the FCM SwapClear Product Eligibility Criteria for registration as an FCM SwapClear Transaction; and
- (b) each party to the transaction is an Executing Party;

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

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

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

<u>Instrument</u>	<u>Currency</u>	<u>Leg 1</u>	<u>Leg 2</u>	<u>Variable Notional</u>	<u>Maximum Tenor</u>	<u>Notional Amount</u>
Interest rate swap	GBP	Fixed	GBP-LIBOR-BBA	No	18,675 days	0.01-99,999,999,999.99 <sup>14</sup>
OIS	GBP	Fixed	GBP-SONIA-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	GBP	Fixed	GBP-SONIA-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99
Interest rate swap	USD	Fixed	USD-LIBOR-BBA	Yes	18,675 days	0.01-99,999,999,999.99 <sup>15</sup>
Interest rate swap	USD	Fixed	USD-LIBOR	Yes	18,675 days	0.01-99,999,999,999.99 <sup>16</sup>
OIS	USD	Fixed	USD-SOFR-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	USD	Fixed	USD-SOFR-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-SOFR-OIS Compound	USD-SOFR-OIS Compound	No	18,675 days	0.01-99,999,999,999.99

<sup>14</sup> This transaction will only be eligible as an FCM SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 2.1D of the FCM Procedures.

<sup>15</sup> This transaction will only be eligible as an FCM SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 2.1E of the FCM Procedures.

<sup>16</sup> This transaction will only be eligible as an FCM SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 2.1E of the FCM Procedures.

Interest rate swap	USD	Fixed	USD-BSBY <sup>17</sup>	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	USD	USD-FEDERAL FUNDS-H.15-OIS-COMPOUND	USD-SOFR-COMPOUND	No	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-Federal Funds-OIS Compound	USD-SOFR-OIS Compound	No	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-Federal Funds	USD-SOFR-OIS Compound	No	18,675 days	0.01-99,999,999,999.99
Basis swap	USD	USD-BSBY <sup>18</sup>	USD-SOFR-COMPOUND	No	4,050 days	0.01-99,999,999,999.99
Basis swap	USD	USD-BSBY <sup>19</sup>	USD-SOFR-OIS Compound	No	4,050 days	0.01-99,999,999,999.99
Basis swap	USD	USD-BSBY	USD-BSBY <sup>20</sup>	No	4,050 days	0.01-99,999,999,999.99
OIS	USD	Fixed	USD-Federal Funds H.15-OIS-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99
OIS	USD	Fixed	USD-Federal Funds-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99
Interest rate swap	EUR	Fixed	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01-99,999,999,999.99
Interest rate swap	EUR	Fixed	EUR-EURIBOR	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR-Reuters	EUR-EURIBOR-Reuters	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR	EUR-EURIBOR	Yes	18,675 days	0.01-99,999,999,999.99
OIS	EUR	Fixed	EUR-EuroSTR-COMPOUND	Yes	18,675 days	0.01-99,999,999,999.99

<sup>17</sup> BLOOMBERG, BLOOMBERG INDICES and BLOOMBERG SHORT-TERM BANK YIELD INDEX are trademarks or service marks of Bloomberg Finance L.P and its affiliates (collectively, "Bloomberg") and have been licensed for use for certain purposes by LCH Group. Bloomberg is not affiliated with LCH Group and does not approve, endorse, review, or recommend any financial instrument. Bloomberg or its licensors own all proprietary rights in the Bloomberg Short-Term Bank Yield Index. Bloomberg does not guarantee the timeliness, accurateness, or completeness of any data or information relating to Bloomberg Short-Term Bank Yield Index. Bloomberg makes no warranty, express or implied, as to the Bloomberg Short-Term Bank Yield Index or any data or values relating thereto or results to be obtained therefrom, and expressly disclaims all warranties of merchantability and fitness for a particular purpose with respect thereto. To the maximum extent allowed by law, Bloomberg, its licensors, and its and their respective employees, contractors, agents, suppliers, and vendors shall have no liability or responsibility whatsoever for any injury or damages-whether direct, indirect, consequential, incidental, punitive, or otherwise-arising in connection with the Bloomberg Short Term Bank Yield Index or any data or values relating thereto-whether arising from their negligence or otherwise

<sup>18</sup> Ibid footnote 17.

<sup>19</sup> Ibid footnote 17.

<sup>20</sup> Ibid footnote 17.

OIS	EUR	Fixed	EUR-EuroSTR-OIS Compound	Yes	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR-Reuters	EUR-EuroSTR-COMPOUND	No	18,675 days	0.01-99,999,999,999.99
Basis swap	EUR	EUR-EURIBOR	EUR-EuroSTR-OIS Compound	No	18,675 days	0.01-99,999,999,999.99
Interest rate swap	AUD	Fixed	AUD-BBR-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	AUD	Fixed	AUD-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-BBR-BBSW	AUD-BBR-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-BBSW	AUD-BBSW	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-AONIA-OIS-COMPOUND	AUD-BBR-BBSW	No	11,375 days	0.01-99,999,999,999.99
Basis swap	AUD	AUD-AONIA-OIS Compound	AUD-BBSW	No	11,375 days	0.01-99,999,999,999.99
OIS	AUD	Fixed	AUD-AONIA-OIS-COMPOUND	Yes	11,375 days	0.01-99,999,999,999.99
OIS	AUD	Fixed	AUD-AONIA-OIS Compound	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	CAD	Fixed	CAD-BA-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Interest rate swap	CAD	Fixed	CAD-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-BA-CDOR	CAD-BA-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-CDOR	CAD-CDOR	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-BA-CDOR	CAD-CORRA-OIS-COMPOUND	Yes	15,025 days	0.01-99,999,999,999.99
Basis swap	CAD	CAD-CDOR	CAD-CORRA-OIS Compound	Yes	15,025 days	0.01-99,999,999,999.99
OIS	CAD	Fixed	CAD-CORRA-OIS-COMPOUND	Yes	15,025 days	0.01-99,999,999,999.99
OIS	CAD	Fixed	CAD-CORRA-OIS Compound	Yes	15,025 days	0.01-99,999,999,999.99
Interest rate swap	CZK	Fixed	CZK-PRIBOR-PRBO	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	CZK	Fixed	CZK-PRIBOR	Yes	5,875 days	0.01-99,999,999,999.99
Basis swap	CZK	CZK-PRIBOR-PRBO	CZK-PRIBOR-PRBO	Yes	5,875 days	0.01-99,999,999,999.99

Basis swap	CZK	CZK-PRIBOR	CZK-PRIBOR	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR2-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	DKK	Fixed	DKK-CIBOR2	Yes	11,375 days	0.01-99,999,999,999.99
OIS	DKK	Fixed	DKK-DESTR-OIS Compound	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR-DKNA13	DKK-CIBOR-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR	DKK-CIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR2-DKNA13	DKK-CIBOR2-DKNA13	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	DKK	DKK-CIBOR2	DKK-CIBOR2	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	HKD	Fixed	HKD-HIBOR-HKAB	Yes	5,700 days	0.01-99,999,999,999.99
Interest rate swap	HKD	Fixed	HKD-HIBOR	Yes	5,700 days	0.01-99,999,999,999.99
Interest rate swap	HKD	Fixed	HKD-HIBOR-ISDC	Yes	5,700 days	0.01-99,999,999,999.99
OIS	HKD	Fixed	HKD-HONIX-OIS-COMPOUND	Yes	4,050 days	0.01-99,999,999,999.99
OIS	HKD	Fixed	HKD-HONIA-OIS Compound	Yes	4,050, days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HIBOR-HKAB	HKD-HIBOR-HKAB	Yes	5,700 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HIBOR	HKD-HIBOR	Yes	5,700 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HIBOR-ISDC	HKD-HIBOR-ISDC	Yes	5,700 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HONIX-OIS-COMPOUND	HKD-HIBOR-HKAB	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	HKD	HKD-HONIA-OIS Compound	HKD-HIBOR	Yes	4,050 days	0.01-99,999,999,999.99
Interest rate swap	HUF	Fixed	HUF-BUBOR-Reuters	Yes	7,700 days	1-10,000,000,000,000
Interest rate swap	HUF	Fixed	HUF-BUBOR	Yes	7,700 days	1-10,000,000,000,000
Basis swap	HUF	HUF-BUBOR-Reuters	HUF-BUBOR-Reuters	Yes	4,050 days	1-10,000,000,000,000

Basis swap	HUF	HUF-BUBOR	HUF-BUBOR	Yes	4,050 days	1-10,000,000,000,000
Interest rate swap	ILS	Fixed	ILS-TELBOR01-Reuters	Yes	4,050 days	0.01 - 99,999,999,999.99
Interest rate swap	ILS	Fixed	ILS-TELBOR	Yes	4,050 days	0.01 - 99,999,999,999.99
Interest rate swap	JPY	Fixed	JPY-LIBOR-BBA	No	15,025 days	1-10,000,000,000,000 <sup>21</sup>
OIS	JPY	Fixed	JPY-TONA-OIS-COMPOUND	Yes	15,025 days	1-10,000,000,000,000
OIS	JPY	Fixed	JPY-TONA-OIS Compound	Yes	15,025 days	1-10,000,000,000,000
Interest rate swap	MXN	Fixed	MXN-TIIE-Banxico	No	7,700 days	0.01-99,999,999,999.99
Interest rate swap	MXN	Fixed	MXN-TIIE	No	7,700 days	0.01-99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR-OIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	NOK	Fixed	NOK-NIBOR-NIBR	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	NOK	NOK-NIBOR-NIBR	NOK-NIBOR-NIBR	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	NOK	NOK-NIBOR-OIBOR	NOK-NIBOR-OIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	NOK	NOK-NIBOR	NOK-NIBOR	Yes	11,375 days	0.01-99,999,999,999.99
OIS	NOK	Fixed	NOK-NOWA-OIS Compound	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	NZD	Fixed	NZD-BBR-FRA	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	NZD	Fixed	NZD-BKBM FRA	Yes	11,375 days	0.01-99,999,999,999.99
OIS	NZD	Fixed	NZD-NZIONIA-OIS-COMPOUND	Yes	4,050 days	0.01-99,999,999,999.99
OIS	NZD	Fixed	NZD-NZIONA-OIS Compound	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	NZD	NZD-BBR-FRA	NZD-NZIONIA-OIS-COMPOUND	No	4,050 days	0.01-99,999,999,999.99
Basis swap	NZD	NZD-BKBM FRA	NZD-NZIONA-OIS Compound	No	4,050 days	0.01-99,999,999,999.99

<sup>21</sup> This transaction will only be eligible as an FCM SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 2.1D of the FCM Procedures.

Basis swap	NZD	NZD-BBR-FRA	NZD-BBR-FRA	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	NZD	NZD-BKBM FRA	NZD-BKBM FRA	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR-Reuters	Yes	7,700 days	0.01-99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR-VWAP	Yes	7,700 days	0.01-99,999,999,999.99
Interest rate swap	SGD	Fixed	SGD-SOR	Yes	7,700 days	0.01-99,999,999,999.99
OIS	SGD	Fixed	SGD-SORA-COMPOUND	Yes	11,375 days	0.01-99,999,999,999.99
OIS	SGD	Fixed	SGD-SORA-OIS Compound	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	SEK	Fixed	SEK-STIBOR-SIDE	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	SEK	Fixed	SEK-STIBOR	Yes	11,375 days	0.01-99,999,999,999.99
OIS	SEK	Fixed	SEK-SWESTR-OIS Compound	Yes	4,050 days	0.01-99,999,999,999.99
Basis swap	SEK	SEK-STIBOR-SIDE	SEK-STIBOR-SIDE	Yes	11,375 days	0.01-99,999,999,999.99
Basis swap	SEK	SEK-STIBOR	SEK-STIBOR	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	CHF	Fixed	CHF-LIBOR-BBA	No	11,375 days	0.01-99,999,999,999.99 <sup>22</sup>
OIS	CHF	Fixed	CHF-SARON-OIS-COMPOUND	Yes	11,375 days	0.01-99,999,999,999.99
OIS	CHF	Fixed	CHF-SARON-OIS Compound	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	PLN	Fixed	PLN-WIBOR-WIBO	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	PLN	Fixed	PLN-WIBOR	Yes	5,875 days	0.01-99,999,999,999.99
Basis swap	PLN	PLN-WIBOR-WIBO	PLN-WIBOR-WIBO	Yes	5,875 days	0.01-99,999,999,999.99
Basis swap	PLN	PLN-WIBOR	PLN-WIBOR	Yes	5,875 days	0.01-99,999,999,999.99
Interest rate swap	ZAR	Fixed	ZAR-JIBAR-SAFEX	Yes	11,375 days	0.01-99,999,999,999.99
Interest rate swap	ZAR	Fixed	ZAR-JIBAR	Yes	11,375 days	0.01-99,999,999,999.99

<sup>22</sup> This transaction will only be eligible as an FCM SwapClear Transaction if it is a Legacy LIBOR Transaction as defined in Schedule 2.1D of the FCM Procedures.

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

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

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



<u>Instrument</u>	<u>Currency</u>	<u>Leg 1</u>	<u>Leg 2</u>	<u>Maximum Tenor</u>	<u>Notional Amount</u>
Zero coupon inflation indexed swap	EUR	Fixed	EUR-EXT-CPI	50 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap <sup>23</sup>	EUR	Fixed	EUR-EXT-CPI	50 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	EUR	Fixed	FRC-EXT-CPI	30 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	EUR	Fixed	FRC-EXT-CPI	30 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	GBP	Fixed	UK-RPI	50 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	GBP	Fixed	UK-RPI	50 years	0.01-99,999,999,999.99
Zero coupon inflation indexed swap	USD	Fixed	USA-CPI-U	30 years	0.01-99,999,999,999.99
Standard coupon inflation indexed swap	USD	Fixed	USA-CPI-U	30 years	0.01-99,999,999,999.99

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

<u>Instrument</u>	<u>Currency</u>	<u>Leg 1</u>	<u>Leg 2</u>	<u>Variable Notional</u>	<u>Maximum Tenor</u>	<u>Notional Amount</u>
Interest rate swap	BRL	Fixed	BRL-CDI	No	4,050 days	0.01-99,999,999,999.99
OIS	CLP	Fixed	CLP-TNA	No	5,700 days	1.0-10,000,000,000,000
OIS	CLP	Fixed	CLP-ICP	No	5,700 days	1.0-10,000,000,000,000
OIS	COP	Fixed	COP-IBR-OIS-COMPOUND	No	5,700 days	1.0-10,000,000,000,000
OIS	COP	Fixed	COP-IBR-OIS Compound	No	5,700 days	1.0-10,000,000,000,000
Interest rate swap	KRW	Fixed	KRW-CD-KSDA-BLOOMBERG	No	7,700 days	1.0-10,000,000,000,000

<sup>23</sup> A “standard coupon inflation swap” is an inflation vs. fixed swap, which pays out regular coupons on both legs of the swap.

Interest rate swap	KRW	Fixed	KRW-CD 91D	No	7,700 days	1.0-10,000,000,000,000
OIS	INR	Fixed	INR-FBIL-MIBOR-OIS-COMPOUND	No	4,050 days	0.01-99,999,999,999.99
OIS	INR	Fixed	INR-MIBOR-OIS Compound	No	4,050 days	0.01-99,999,999,999.99
Interest rate swap	CNY	Fixed	CNY-CNREPOFIX=CFXS-REUTERS	No	2,025 days	0.01-99,999,999,999.99
Interest rate swap	CNY	Fixed	CNY-Fixing Repo Rate	No	2,025 days	0.01-99,999,999,999.99
Interest rate swap	THB	Fixed	THB-THBFIX-REUTERS	No	4,050 days	0.01-99,999,999,999.99
Interest rate swap	THB	Fixed	THB-THBFIX	No	4,050 days	0.01-99,999,999,999.99
OIS	THB	Fixed	THB-THOR-COMPOUND	No	4,050 days	0.01-99,999,999,999.99
OIS	THB	Fixed	THB-THOR-OIS Compound	No	4,050 days	0.01-99,999,999,999.99
Interest rate swap	TWD	Fixed	TWD-TAIBOR-REUTERS	No	4,050 days	0.01-99,999,999,999.99
Interest rate swap	TWD	Fixed	TWD-TAIBOR	No	4,050 days	0.01-99,999,999,999.99

## 2. Additional FCM SwapClear Product Eligibility Criteria

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

(a) **Day Count Fractions**

(See Section 4.6 of the ISDA Definitions for definition)

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

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