Clearing Rules

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Rev. 01/27/2021

Rules of
ICE Clear Credit LLC

PREAMBLE

The Board shall have sole responsibility for the control and management of the operations of ICE Clear Credit, subject only to the prior consultation rights of the Risk Committee and the Risk Management Subcommittee as described in Chapter 5 of, and elsewhere in, these Rules.

Participants shall explicitly contract to be bound by these Rules, and ICE Clear Credit will retain the right to modify these Rules and the ICE Clear Credit Procedures (as defined herein) from time to time in its sole discretion, subject to the prior consultation with the Risk Committee and the Risk Management Subcommittee with respect to only those modifications for which such consultation is prescribed in Chapter 5 of, and elsewhere in, these Rules.

Prior to modifying these Rules or materially modifying the ICE Clear Credit Procedures with respect to matters for which prior consultation with the Risk Committee or the Risk Management Subcommittee is not required, ICE Clear Credit will inform and may consult with the Risk Committee or the Risk Management Subcommittee and, taking into account the legal requirements of the Participants, will use good faith efforts to ensure that such modifications would not result in any Participant failing to be in compliance with laws or regulations applicable to such Participant.

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1. INTERPRETATION

101. Scope and Interpretation.

(a) The Rules set forth herein are applicable to Trades and related obligations arising out of Contracts. In the event of a conflict between these Rules generally and the Rules adopted by ICE Clear Credit specifically governing Trades and related obligations made on a particular Market or with respect to particular Contracts, the Rules specifically governing such Market or Contracts will prevail. More particularly:

(i) The Rules in Chapters 1 – 8 are supplemented for specific Markets and Contracts by the Rules in Chapters 20 *et seq.* (Thus, for example, the definitions in Rule 102 are supplemented, for purposes of Chapter 20, by the additional definitions in Rule 20-102.) The Rules in Chapters 20 *et seq.* shall apply only to the Market or Contracts specified in the caption to such Chapter.

(ii) Where the numbering of a Rule in Chapters 20 *et seq.* corresponds to that of a Rule in Chapters 1 – 8, the Rule in Chapters 1 – 8 is superseded to the extent applicable by the correspondingly numbered Rule in Chapter 20 *et seq.* (Thus, for example, references in Chapter 20 to the term "Default" mean a Default established in accordance with Rule 20-605.)

(iii) Where a Rule in Chapter 20 *et seq.* is "[Reserved]," the correspondingly numbered Rule in Chapters 1 – 8 is made expressly inapplicable to the Market or Contracts that are the subject of such Chapter.

(b) In these Rules, unless a clear contrary intention appears, (i) the singular number includes the plural number and vice versa, (ii) reference to the masculine, feminine or neuter gender includes each other gender, (iii) any reference to a number of days shall mean calendar days unless ICE Business Days or other business days are specified, (iv) any reference to a time shall mean the time in New York, New York and (v) any reference to "dollars" or "$" shall mean U.S. dollars. Except as otherwise specifically provided in these Rules, an act that otherwise would be required or permitted by these Rules to be performed on a day that is not an ICE Business Day may be performed on the next day that is an ICE Business Day.

102. Definitions.

Account

The House Account or the Client Origin Account, as applicable.

Additional Amount

The meaning specified in Rule 613(b).

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Additional ICC Collateral Deposits

The meaning specified in Rule 801(b)(vi).

Adjusted Net Capital

The meaning specified in Rule 201(b)(2).

Affiliate

With respect to a particular entity, any entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, that particular entity.

Approved Products

The meaning specified in Rule 502(a).

Assessment

The meaning specified in Rule 803(b).

Assessment Contribution

The meaning specified in Rule 803(b).

Authorized Trade Execution/Processing Platform

A designated contract market, swap execution facility, national securities exchange, security-based swap execution facility, trade processing facility or other similar service or platform authorized by ICE Clear Credit in accordance with Rule 314 to submit Trades (whether executed on such an execution facility, market or exchange, executed bilaterally or executed in another manner permitted by law) to ICE Clear Credit for clearing.

Automatic Default

The meaning specified in Rule 20-605(a).

Backloaded Trade

A Trade submitted pursuant to Rule 301(c) and identified as such in a manner to be specified by ICE Clear Credit that is intended to replace and backload an existing agreement on terms equivalent to a Contract either (i) between two Participants for their own accounts or (ii) to which a Non-Participant Party is party, where the relevant Participant is acting for such Non-Participant Party (a "**Backloaded Client Trade**").

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Bankruptcy Code

The meaning specified in Rule 611(c).

Board

The Board of Managers of ICE Clear Credit.

Broker-Dealer

A broker or dealer registered with the SEC.

Business Conduct Committee

The Business Conduct Committee of ICE Clear Credit whose composition, rights and responsibilities are described in Chapter 7 of these Rules.

Cash Margin

The meaning specified in Rule 402(a).

CDS Default Committee

The meaning specified in Rule 20-617(a).

CDS Default Committee Member

The meaning specified in Rule 20-617(a).

CDS Default Committee Participant

The meaning specified in Rule 20-617(a).

CDS Default Committee Participant List

The meaning specified in Rule 20-617(b).

CEA

The U.S. Commodity Exchange Act, as amended.

CFTC

The U.S. Commodity Futures Trading Commission.

Change in Tax Law

The meaning specified in Rule 613(b).

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Client Omnibus Margin Account

Any account or accounts maintained by or on behalf of ICE Clear Credit with respect to a Participant for the purposes of holding on an omnibus basis Margin posted by a Participant in respect of Client-Related Positions (including margin of Non-Participant Parties posted to that Participant in respect of such margin requirement or property of a Participant posted in lieu thereof in accordance with these Rules).

Client Origin Account

The Client-Related Positions and Client Omnibus Margin Account of a Participant, as the context may require.

Client-Related Initial Margin

Initial Margin with respect to Client-Related Positions.

Client-Related Position

An Open Position identified as such at the time the related Trade is submitted by an FCM Participant (in the case of a swap) or a Broker-Dealer Participant (in the case of a security-based swap) to ICE Clear Credit in accordance with Rules 301 and 302, where such related Trade, at the time established, is entered into by the Participant for a Non-Participant Party. ICE Clear Credit will rely on a Participant's designation of an Open Position as a Client-Related Position for purposes of these Rules. To the extent permitted by law, a Client-Related Position will include such an Open Position entered into by an FCM Participant or a Broker-Dealer Participant for another Person (which Person may, but need not, be an Affiliate of that Participant or of another Participant) that is itself acting for one or more Non-Participant Parties with respect to such Open Position (such Person in such case, a "**Client-Carrying Broker**").

Closing-out Process

In connection with the Default of a Participant, the process of termination of Open Positions, determination of amounts owing with respect thereto, netting of such amounts, liquidation and application of any Margin and/or Collateral and application of Post-Default Portability Rules pursuant to Rule 20A-02, if applicable, in each case as contemplated by these Rules.

Collateral

At any time, such funds or other property Transferred by a Participant to ICE Clear Credit for the General Guaranty Fund pursuant to title transfer or pledge (and not released by ICE Clear Credit), in accordance with these Rules and the ICE Clear Credit Procedures.

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Confidential Material

The meaning specified in Rule 20-617(h).

Conforming Trade

The meaning specified in Rule 309(g).

Contract

An agreement, contract, or transaction that is specifically identified in these Rules as a Contract.

Contract Modification

The meaning specified in Rule 616(a).

Contract Modification Effective Date

The meaning specified in Rule 616(a).

Control

With respect to the relationship between or among two or more Persons, the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

Cooling-off Period

The period commencing on and including the date of the Cooling-off Period Trigger Event and terminating 30 calendar days thereafter. A Cooling-off Period shall be automatically extended if a subsequent Cooling-off Period Trigger Event occurs 30 or fewer calendar days after the previous Cooling-off Period Trigger Event, in which case the Cooling-off Period will be extended until the date falling 30 calendar days after such subsequent Cooling-off Period Trigger Event.

Cooling-off Period Trigger Event

(i) Any call for an Assessment Contribution to be made pursuant to Rule 803(b) in respect of Remaining Reimbursement Obligations arising from a Default or Defaults for which amounts have been or are expected to be charged against the General Guaranty Fund; or (ii) the occurrence of a Sequential Guaranty Fund Depletion.

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Cooling-off Termination Period

The period commencing on the date of each Cooling-off Period Trigger Event (including a Cooling-off Period Trigger Event occurring during a Cooling-off Period) and terminating 10 ICE Business Days thereafter.

Covered Party

The meaning specified in Rule 20-617(h).

Custodial Losses

Losses, liabilities, damages, costs, claims, shortfalls or expenses incurred or suffered by ICE Clear Credit (to the extent the same are not otherwise subject to Assessment or Replenishment under the Rules) with respect to cash or cash deposits in any currency, securities or other assets held or controlled by, on behalf of or for the benefit of ICE Clear Credit constituting contributions to the General Guaranty Fund, Assessment Contributions or Margin provided by Participants, including assets acquired with investments thereof and proceeds of the foregoing (collectively, "**Custodial Assets**"), including losses from declines in the value thereof, arising as a result of or in connection with (i) the insolvency, default, failure or similar event with respect to any Custodian, system failure with respect to any Custodian or breach of agreement or other terms by any Custodian relating to Custodial Assets or (ii) embezzlement, defalcation, theft, system intrusion, cyberattack or event similar to the foregoing with respect to Custodial Assets by any Person (other than ICE Clear Credit or its directors, officers, employees or representatives). Notwithstanding the foregoing, "Custodial Losses" shall not include Investment Losses.

Custodial Loss Contribution

A contribution by a Participant required under Rule 811(g).

Custodial Loss Resources

Assets of ICE Clear Credit in the amount of $32 million, which may be modified by the Board from time to time, which are designated as available to be applied to Custodial Losses pursuant to Rule 811(s). The determination of such Custodial Loss Resources by the Board will be risk based in light of ICE Clear Credit's potential exposure to Custodial Losses.

Custodian

Any commercial bank or trust company, securities broker or dealer, central bank, custodian, sub-custodian, depository, payment bank, concentration bank, nominee, agent, central securities depository or third party settlement system used by ICE Clear Credit with respect to the deposit, holding, custody or transfer of Custodial Assets.

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Customer Account Agreement

The meaning specified in Rule 406(a).

Default

Any event that would constitute a Default under Rule 20-605 or the corresponding Rule in any Market or Contract-specific Chapter of these Rules.

Default Auction

An auction that takes place in accordance with the Default Auction Procedures.

Default Auction Priority

The order of priority set forth in the applicable Default Auction Procedures.

Default Auction Procedures

The Default Auction Procedures adopted by ICE Clear Credit, as in effect from time to time.

Default Portability Rules

The provisions of Rule 20A-02.

Defaulting CDS Participant

The meaning specified in Rule 20-605(a)(ii).

Defaulting Participant Claims

The meaning specified in Rule 802(c)(iii).

Direct Auction Participant Deposit

A deposit provided by any non-Participant authorized to bid directly in a Default Auction in accordance with the Default Auction Procedures.

Direct Liquidation

The meaning specified in Rule 20-605(d)(v).

Eligibility Determination Period

The meaning specified in Rule 503(a)(vi).

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Eligible Employee

The meaning specified in Rule 20-617(a).

Eligible Margin

The meaning specified in Rule 401(d).

Eligible Officer

Any officer of ICE Clear Credit designated by the Board from time to time for purposes of the applicable determination, decision or other action contemplated by these Rules.

Eligible Participant Group

The meaning specified in Rule 503(a)(vi)(B).

Eligible Transfer Position

The meaning specified in Rule 20A-02(a).

Emergency

The meaning specified in Rule 601(e).

Emergency Resolution

The meaning specified in Rule 601(a).

Excess Net Capital

For a Participant that is an FCM or a Broker-Dealer, its "excess net capital" as reported on its Form 1-FR-FCM or FOCUS Report or as otherwise reported to the CFTC under CFTC Rule 1.12. For a Participant that is not an FCM or a Broker-Dealer, the amount, if any, by which its Adjusted Net Capital exceeds the capital requirement that would be applicable to it if it were an FCM, as determined pursuant to a methodology acceptable to ICE Clear Credit.

Excluded Participant

With respect to the application of the General Guaranty Fund, a Participant whose Default or Obligation Failure results in such application.

FCM

A futures commission merchant registered with the CFTC.

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FDIA

The meaning specified in Rule 611(b).

FDICIA

The meaning specified in Rule 611(a).

Final Phase Default Resources

Available Assessment Contributions and Additional ICC Collateral Deposits.

Final Phase Remaining Reimbursement Obligations

Those Remaining Reimbursement Obligations arising in connection with a Default Auction, Secondary Auction, Partial Tear-Up or Termination under Rule 810, and any Post-RGD Payments under Rule 808(m).

Final Possible Loss Distribution Day

The meaning specified in Rule 808(d).

General Guaranty Fund

At any time, funds or other property set aside and recorded on the books of ICE Clear Credit in support of the Obligations of Participants in respect of all Contracts.

Guaranteed Obligations

The meaning specified in Rule 804(b)(i).

House Account

The House Positions and House Margin Account of a Participant, as the context requires.

House Margin Account

Any account or accounts maintained by or on behalf of ICE Clear Credit with respect to a Participant for the purposes of holding Margin for House Positions of that Participant.

House Position

An Open Position of a Participant that is not a Client-Related Position. For the avoidance of doubt, Open Positions resulting from Trades submitted for the account of an Affiliate of a Participant shall be House Positions.

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ICC Continuing Contribution Replenishment

The meaning specified in Rule 801(b)(ii).

ICE Business Day

Any day (other than Saturdays, Sundays and holidays observed by ICE Clear Credit) on which ICE Clear Credit is open for business. References in these Rules to a “day” or “ICE Business Day” shall, unless the context otherwise requires, mean the “ICE Business Day” corresponding to the trading day declared by the relevant Market, if applicable.

ICE Clear Credit

ICE Clear Credit LLC, a Delaware limited liability company (formerly ICE Trust U.S. LLC).

ICE Clear Credit Continuing Contribution

The meaning specified in Rule 801(b)(ii).

ICE Clear Credit Default

The meaning specified in Rule 805(a).

ICE Clear Credit Default Maximum

The meaning specified in Rule 802(b)(ii).

ICE Clear Credit Initial Contribution

The meaning specified in Rule 801(b)(i).

ICE Clear Credit Procedures

The policies, procedures and other provisions established by ICE Clear Credit relating to clearing of Contracts, as amended from time to time.

ICE Parent

The meaning specified in Rule 503(a)(iii).

ICE Provisions

The meaning specified in Rule 502(a).

Independence Requirements

The meaning specified in Rule 503(a)(iii).

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Independent Accounting Firm

The meaning specified in Rule 503(a)(xii).

Independent ICE Manager

The meaning specified in Rule 503(a)(iii).

Independent ICE Subcommittee Managers

The meaning specified in Rule 511(a)(iii).

Independent Risk Committee Appointees

The meaning specified in Rule 508(a).

Initial Cover Transactions

The meaning specified in Rule 20-605(d)(i).

Initial Margin

The meaning specified in Rule 403.

Initial Margin Categories

The meaning specified in Rule 403.

Initial Payment

The meaning specified in Rule 301(b).

Initial Phase Default Resources

The resources available for application to Reimbursement Obligations under Rules 802(a) and (b) other than Final Phase Default Resources.

Initial Phase Remaining Reimbursement Obligations

The Remaining Reimbursement Obligations other than Final Phase Remaining Reimbursement Obligations.

Insurance Proceeds

The meaning specified in Rule 802(b)(i)(A)(4).

Investing Participant

The meaning specified in Rule 402(k).

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Investment Loss Contribution

A contribution by a Participant required under Rule 811(d).

Investment Losses

Losses, liabilities, damages, costs, claims, shortfalls or expenses incurred or suffered by ICE Clear Credit (to the extent the same are not otherwise subject to Assessment or Replenishment under the Rules) arising in connection with (i) the default of the issuer of any instrument and/or the counterparty to any repurchase or reverse repurchase contract or similar transaction in respect of any investment(s) or re-investment(s) by ICE Clear Credit of assets constituting contributions to the General Guaranty Fund, Assessment Contributions or Margin provided by Participants (including any such assets transferred by a Defaulting Participant) or the proceeds thereof (collectively, "**Investments**"); and (ii) any other losses with respect to Investments including, but not limited to, those caused by a change in value of investments due to general market movements (but for the avoidance of doubt, shall not include a negative yield or interest rate on an ICE Clear Credit investment). Notwithstanding the foregoing, "Investment Losses" shall not include: (a) Custodial Losses; or (b) losses, liabilities, damages, costs, claims, shortfalls or expenses resulting directly from a failure by ICE Clear Credit to comply with its own investment policies. Investment Losses shall be determined separately for the House Account and Client Origin Account.

Investment Loss Resources

Assets of ICE Clear Credit in the amount of $20 million, which may be modified by the Board from time to time, which are designated as available to be applied to Investment Losses pursuant to Rule 811(s). The determination of such Investment Loss Resources by the Board will be risk based in light of ICE Clear Credit's potential exposure to Investment Losses.

Loss Contributions

Investment Loss Contributions and/or Custodial Loss Contributions, as applicable.

Loss Resources

Investment Loss Resources and/or Custodial Loss Resources, as applicable.

Margin

Initial Margin (including Portfolio Risk Margin, Physical Settlement Margin and Super and Special Margin) and Mark-to-Market Margin (each as defined in Rule 403 or 404) Transferred or Transferable by or to a Participant to or by ICE Clear Credit.

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Margin Accounts

Each Participant's House Margin Account and Client Omnibus Margin Account.

Margin Category

The meaning specified in Rule 401(a).

Margin Requirement

The meaning specified in Rule 401(a).

Mark-to-Market Margin

The meaning specified in Rule 404(a).

Mark-to-Market Margin Category

The meaning specified in Rule 404(a).

Mark-to-Market Price

The meaning specified in Rule 404(b).

Markets

A market that is party to an agreement with ICE Clear Credit for the provision of clearing services and that is specifically identified in these Rules as a Market.

Maximum Aggregate Cooling-off Period Contribution

The meaning specified in Rule 806(b).

Minimum Manager Approval

The meaning specified in Rule 20-605(l)(i)(B).

Modify

The meaning specified in Rule 502(a).

Net Client-Related Mark-to-Market Margin Requirement

The meaning specified in Rule 401(b)(ii).

Net House Margin Requirement

The meaning specified in Rule 401(a).

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New General Guaranty Fund

The meaning specified in Rule 810(g).

Non-Default Losses

Losses, liabilities, damages, costs, claims, shortfalls or expenses incurred or suffered by ICE Clear Credit that are neither Investment Losses nor Custodial Losses, arising in connection with any event other than an Event of Default.

Non-Participant Collateral

The meaning specified in Rule 406(b).

Non-Participant Party

A Person that is not ICE Clear Credit, a Participant or an Affiliate of a Participant (provided that a Client-Carrying Broker (including a Client Carrying Broker that is an Affiliate of a Participant) acting in its capacity as such will be deemed a Non-Participant Party for purposes of the Rules). Non-Participant Parties include, without limitation, a "cleared swaps customer" as defined in CFTC Rule 22.1 (other than a holder of a cleared swaps proprietary account as defined in such rule).

Non-Participant Party Portfolio

The portfolio of rights and obligations under Client-Related Positions allocated to a particular Non-Participant Party in the books and records of ICE Clear Credit for purposes of CFTC Rule 22.15.

Non-Participant Party Portfolio Initial Margin Requirement

The meaning specified in Rule 401(b)(i).

Novation Time

The meaning specified in Rule 309(a).

Obligation Failure

The meaning specified in Rule 802(a).

Obligations

All obligations of a Participant arising under these Rules or any agreements between such Participant and ICE Clear Credit, in each case however created, arising or evidenced, whether direct or indirect, absolute or contingent, existing, due or to become due.

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OFAC

The meaning specified in Rule 208(a)(v).

Offer to the Public

The meaning specified in Rule 407(a)(i).

Officer Emergency Action

The meaning specified in Rule 601(a).

Open Positions or Open CDS Positions

A Participant's open positions in Contracts with ICE Clear Credit created pursuant to Rule 301 or as otherwise provided in these Rules and not offset pursuant to Rule 304 or closed pursuant to the Closing-out Process. Both Client-Related Positions and House Positions shall constitute Open Positions for the purposes of these Rules.

Parent

The meaning specified in Rule 205.

Partial Tear-Up

The meaning specified in Rule 20-605(f)(iii).

Partial Tear-Up Circular

The meaning specified in Rule 809(b).

Partial Tear-Up Price

The meaning specified in Rule 809(b)(iii).

Partial Tear-Up Time

The meaning specified in Rule 809(b)(iv).

Participant

A person that has been approved by ICE Clear Credit for the submission of Contracts and that is party to an agreement with ICE Clear Credit specifically relating to transactions in Contracts (a "**Participant Agreement**").

Participant Appointees

The meaning specified in Rule 503(a)(iv).

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Participant Group

The meaning specified in Rule 503(a)(v).

Participant IM/GF Contribution

With respect to a Participant at any time, the aggregate of its contributions to the General Guaranty Fund and the Initial Margin provided by it (for both the House Account and Client Origin Account); provided that for a Defaulting Participant, the Participant IM/GF Contribution shall exclude any of such amounts that are applied by ICE Clear Credit under the Rules as a result of the relevant Default.

Participant Loss Exposure

The meaning specified in Rule 801(a)(i).

Person

An individual, sole proprietorship, partnership, limited liability company, association, firm, trust, corporation or other entity, as the context may require.

Physical Settlement Margin

The meaning specified in Rule 403(b).

Pledged Guaranty Collateral

The meaning specified in Rule 804(b)(i).

Pledged Items

The meaning specified in Rule 402(b).

Portfolio Risk Margin

The meaning specified in Rule 403(a).

Post-RGD Payment

The meaning specified in Rule 808(m).

Potential Loss Distribution Day

The meaning specified in Rule 808(d).

President

The President of ICE Clear Credit.

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Prepaid Contribution

The meaning specified in Rule 209.

Prohibited Conduct

The meaning specified in Rule 609(a).

Protected Person

The meaning specified in Rule 506.

Regulatory Body

The meaning specified in Rule 20-605(a)(i)(2).

Regulatory Requirement

The meaning specified in Rule 201(b)(i).

Reimbursement Obligations

The meaning specified in Rule 802(a)(ii).

Relevant CDS Default Committee Period

The meaning specified in Rule 20-617(c).

Relevant Member State

The meaning specified in Rule 407(a)(iv).

Relevant Persons

The meaning specified in Rule 407(f).

Remaining Aggregate Specific WWR Contribution

The meaning specified in Rule 802(b)(i)(A)(1).

Remaining Defaulted Positions

The meaning specified in Rule 809(b)(i).

Remaining Participant

With respect to the application of the General Guaranty Fund, each Participant other than the Excluded Participant and any Retiring Participant (in the case of a

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Retiring Participant, if the relevant Obligation Failure or Default occurred after such Retiring Participant's Termination Date).

Remaining Reimbursement Obligations

Those Reimbursement Obligations in respect of a Defaulting Participant that remain unsatisfied after application of available amounts pursuant to Rule 802(a).

Replenishment Contribution

The meaning specified in Rule 803(a).

Required Contribution

The meaning specified in Rule 801(a)(i).

Retiring Participant

A Participant who has notified ICE Clear Credit pursuant to the terms of its Participant Agreement of its intention to terminate its status as a Participant or who has been notified by ICE Clear Credit pursuant to the terms of its Participant Agreement or these Rules of ICE Clear Credit's intention to terminate its status as a Participant.

Reviewed Application

The meaning specified in Rule 20-605(i).

Risk Committee

The Risk Committee of ICE Clear Credit whose composition, rights and responsibilities are described in Chapter 5 of these Rules.

Risk Committee Board Appointees

The meaning specified in Rule 508(a).

Risk Committee Provisions

The meaning specified in Rule 504.

Risk Committee Reconstruction Date

The meaning specified in Rule 503(a)(vi).

Risk Management Subcommittee

The Risk Management Subcommittee of the Risk Committee whose composition, rights and responsibilities are described in Chapter 5 of these Rules.

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Risk Pool

The meaning specified in Rule 503(a)(xiii).

Rule

References to a “Rule” or “Rules” are references to the Rules of ICE Clear Credit.

SDN List

The meaning specified in Rule 208(a)(v).

SEC

The U.S. Securities and Exchange Commission.

Secondary Auction

An auction that takes place in accordance with the Secondary Auction Procedures.

Secondary Auction Procedures

The Secondary Default Auction Procedures adopted by ICE Clear Credit, as in effect from time to time.

Secondary Default Management Action

The meaning specified in Rule 20-605(f).

Securities Exchange Act

The U.S. Securities Exchange Act of 1934, as amended.

Sequential Guaranty Fund Depletion

In respect of a particular Participant that is not a Defaulting Participant, the occurrence of circumstances in which: (i) there has been a Default in respect of two or more different Participants within a period of 30 or fewer calendar days; (ii) contributions to the General Guaranty Fund from non-Defaulting Participants have been applied in respect of at least two such Defaults; and (iii) the total amount of Replenishment Contributions that the Participant is as a result obligated to pay to ICE Clear Credit to replenish its contributions to the General Guaranty Fund exceeds its Required Contribution to the General Guaranty Fund prior to the first such Default.

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Specific WWR CDS Participant

The meaning specified in Rule 801(a)(iii).

Specific WWR Guaranty Fund Contribution

The meaning specified in Rule 801(a)(iii).

Specified Actions

The meaning specified in Rule 502.

Standard Default Management Action

The meaning specified in Rule 20-605(d).

Statement of Open Positions

The meaning specified in Rule 307.

Subcommittee Specified Action

The meaning specified in Rule 510.

Super or Special Margin

The meaning specified in Rule 403(c).

Supervisor Authority

The meaning specified in Rule 407(m)(iii).

Swap Customer Segregation Requirements

The meaning specified in Rule 406(c).

Tax

The meaning specified in Rule 613(a).

Tear-Up Positions

The meaning specified in Rule 809(b)(ii).

Termination

In respect of a Contract means termination, liquidation, close-out, exercise, abandonment, or expiry pursuant to its terms and under the Rules.

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Termination Circular

The meaning specified in Rule 810(c).

Termination Close-Out Deadline Date

(i) Unless clause (ii) applies, in respect of the termination of Participant status of a Participant under Rule 207, the date falling 30 Business Days after the Termination Notice Time (or, if ICE Clear Credit has terminated the Participant's status under Rule 207, the date so designated by ICE Clear Credit); (ii) in respect of termination of clearing membership during a Cooling-off Termination Period, the date falling 20+x ICE Business Days after the Termination Notice Time where x= the total number of unexpired ICE Business Days in the such Cooling-Off Termination Period; or (iii) in any case, such later date as the ICE Clear Credit may at its discretion permit and notify in writing to the affected Participant.

Termination Date

In respect of the termination of Participant status for a Retiring Participant, the later of (i) where applicable, the Termination Close-Out Deadline Date and (ii) the date as of which all of the Retiring Participant's Open Positions in respect of its House Account and Client Origin Account have been terminated or closed out in full and all obligations of the Retiring Participant in respect thereof have been satisfied and performed in full.

Termination Deposit

The meaning specified in Rule 807(f).

Termination Event

The meaning specified in Rule 207(b).

Termination Notice Time

The time of service by a Participant of a Termination Notice.

Termination Notice

A notice served by the Participant on ICE Clear Credit indicating that such Participant intends to withdraw from being a Participant (and thereby becomes a Retiring Participant).

Termination Price

The meaning specified in Rule 810(d)(i).

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Termination Time

The meaning specified in Rule 810(b).

Top Six Incumbent Participant Group

The meaning specified in Rule 503(a)(vi)(A).

Total Participant IM/GF Contribution

At any time, the sum of the Participant IM/GF Contributions of all Participants (including Defaulting Participants).

Trade A

The meaning specified in Rule 301(c).

Trade B

The meaning specified in Rule 301(c).

Trades

Transactions in Contracts.

Trading Activity Limitation

The meaning specified in Rule 203(b).

Transfer

(a) With respect to any Margin, Collateral or other assets required to be delivered by a Participant to ICE Clear Credit (i) in the case of cash, payment or delivery by wire transfer into one or more bank accounts specified by ICE Clear Credit (which may be a relevant Margin Account), (ii) in the case of securities or other financial assets that can be paid or delivered by book-entry, the crediting of such securities or other financial assets to a securities account specified by ICE Clear Credit (which may be a Margin Account), and (iii) in the case of neither cash nor securities or other financial assets that can be paid or delivered by book-entry, in accordance with the instructions of ICE Clear Credit; and

(b) With respect to any Margin, Collateral or other assets required to be delivered by ICE Clear Credit to a Participant, in any manner specified herein including, without limitation, (i) in the case of Mark-to-Market Margin, by crediting such Margin to such Participant's House Margin Account or Client Omnibus Margin Account, as applicable, deeming such Margin as having been Transferred by such Participant to ICE Clear Credit and making such Margin available for withdrawal by the Participant, in accordance with the ICE Clear Credit

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Procedures, (ii) in the case of Initial Margin, making such Margin in such Participant's House Margin Account or Client Omnibus Margin Account, as applicable, at ICE Clear Credit available for withdrawal by the Participant, in accordance with the ICE Clear Credit Procedures, and (iii) in the case of other property to be returned to a Participant from a Client Omnibus Margin Account in accordance with Rule 406, by making such property available for withdrawal in accordance with the ICE Clear Credit Procedures.

Transfer Confirmation

The meaning specified in Rule 20A-01(b)(iii).

Transfer Date

The meaning specified in Rule 20A-01(b)(iii)(B).

Transfer Time

The meaning specified in Rule 20A-01(b)(iv).

Transferred Transactions

The meaning specified in Rule 20A-01(b)(iii)(A).

Transferee Participants

The meaning specified in Rule 20A-01(a).

Transferor Participant

The meaning specified in Rule 20A-01(a).

Value

The meaning specified in Rule 401(e).

Violations

The meaning specified in Rule 701(a).

Wound-up Contracts

The meaning specified in Rule 810(e).

WWR Contract

The meaning specified in Rule 801(a)(iii).

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2. MEMBERSHIP

201. Qualifications of Participants.

(a) ICE Clear Credit shall determine whether any applicant for status as a Participant, or any existing Participant, satisfies the qualifications established by ICE Clear Credit. Only Persons found by ICE Clear Credit to be so qualified shall be permitted to become or remain, as applicable, Participants. For the purpose of determining whether any applicant or Participant is thus qualified, ICE Clear Credit may establish minimum capital and other financial requirements for Participants, examine the books and records of any applicant or Participant (on the site of such applicant or Participant, during normal business hours, with reasonable advance notice, and, in the case of a Participant, not more frequently than annually unless ICE Clear Credit determines that a more frequent examination of the Participant is appropriate for the protection of the clearing system operated by ICE Clear Credit pursuant to these Rules), and take such other steps as it may deem necessary to ascertain the facts bearing upon the question of qualification. The Risk Management Subcommittee will have certain consultation rights over any Modification (as defined in Rule 502) to the qualifications for Participants contemplated by this Rule 201.

(b) Participants must meet and maintain such standards of business integrity, financial capacity, creditworthiness, operational capability, experience and competence as may be established by ICE Clear Credit from time to time. Without limitation of the foregoing, no applicant shall be admitted or permitted to remain, as applicable, as a Participant unless, in ICE Clear Credit's sole determination:

(i) It is regulated for capital adequacy (the "**Regulatory Requirement**") by a competent authority such as the CFTC, SEC, Federal Reserve Board, Office of the Comptroller of the Currency, European Securities and Markets Authority, U.K. Prudential Regulatory Authority or any other regulatory body ICE Clear Credit designates from time to time for this purpose, or it is an Affiliate of an entity that satisfies the Regulatory Requirement and is subject to consolidated holding company group supervision;

(ii) It has a minimum of $50 million of Adjusted Net Capital (*provided* that this requirement may, at the discretion of ICE Clear Credit, be met by a Parent if such Parent provides a guarantee pursuant to Rule 205);

For purposes of this clause (ii):

"**Adjusted Net Capital**" (A) for a Participant that is an FCM, shall be as defined in CFTC Rule 1.17 and as reported on its Form 1-FR-FCM or FOCUS Report or as otherwise reported to the CFTC under CFTC Rule 1.12, (B) for a Participant that is not an FCM but is a Broker-Dealer,

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shall be its “net capital” as defined in SEC Rule 15c3-1 and as reported on its FOCUS Report, and (C) for a Participant that is neither an FCM nor a Broker-Dealer, shall be the amount of its net capital as determined pursuant to a similar risk adjusted capital calculation methodology acceptable to ICE Clear Credit;

(iii) At the time of admission, it demonstrates to the Board, upon recommendation by ICE Clear Credit senior management after consultation with the Risk Management Subcommittee, that it (or, if a Parent has provided a guarantee of its obligations pursuant to Rule 205, its Parent) satisfies the internal stringent credit criteria established by the Board in its discretion, such satisfaction to be confirmed by an examination of its books and records;

(iv) At no time after admission does it (or, if applicable, its Parent) cease to satisfy the internal credit criteria established by the Board under clause (iii) above, after consultation with the Risk Management Subcommittee, upon its admission;

(v) It demonstrates that it has sufficient financial ability to make its anticipated General Guaranty Fund contributions and provide Margin as required by these Rules, and it makes and maintains, so long as it is a Participant, a deposit or deposits of Collateral in the General Guaranty Fund as required by these Rules;

(vi) It (on its own or through an arrangement acceptable to ICE Clear Credit) demonstrates operational capacity with respect to agreements (whether or not cleared) substantially similar (as determined by ICE Clear Credit) to Contracts, including (A) having the ability to process the expected volumes and values of Contracts within the required time frames (including at peak times and on peak days), (B) having the ability to submit required pricing data within the required time frames and (C) maintaining back-office facilities (or entering into a facilities management agreement in form and substance acceptable to ICE Clear Credit):

(1) remote from both the exchange floor and/or trading desks;

(2) with adequate systems (including but not limited to computer and communication systems) and records;

(3) with adequate number of competent personnel with sufficient operational background and experience with procedures for the management and clearance of business transacted in the Markets and Contracts in which the Participant will participate; and

(4) with such equipment (including computer software and hardware) as may be required by ICE Clear Credit.

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(vii) It (on its own or through an arrangement acceptable to ICE Clear Credit) demonstrates risk management competence in such agreements and Contracts;

(viii) [Intentionally omitted.]

(ix) It has established relationships with, and has designated to ICE Clear Credit, an approved settlement bank for confirmation and payment or delivery, as applicable, of all Margin and any other payments or deliveries required to be made by it to or from ICE Clear Credit, or has made alternate arrangements to facilitate such payments and deliveries in a timely manner and in accordance with these Rules and the ICE Clear Credit Procedures;

(x) It has established relationships with one or more swap data repositories and/or security-based swap data repositories as necessary for reporting its cleared Contracts in accordance with applicable law;

(xi) It provides in a timely manner all reports and information relating to the Participant, Persons controlling the Participant, and related or affiliated organizations as required by these Rules or otherwise required by ICE Clear Credit, and upon becoming aware that any such report or information was at the time provided false or misleading in any material respect, it promptly provides ICE Clear Credit a correcting amendment of or supplement to such report or information; and

(xii) It is (and, if its Parent provides a guarantee pursuant to Rule 205, its Parent is) organized in a jurisdiction whose insolvency laws are acceptable to ICE Clear Credit.

(xiii) It is not subject to statutory disqualification under Section 8a(2) of the CEA or Section 3(a)(39) of the Securities Exchange Act, or otherwise applicable CFTC or SEC regulations.

(xiv) It participates in default management simulations, new technology testing and other exercises, as notified by ICE Clear Credit from time to time.

(c) For the avoidance of doubt, and without limiting Section 201(b), the following categories of persons may be approved by ICE Clear Credit as Participants; provided that such applicant meets and maintains the ICE Clear Credit participation standards set forth in Rule 201(b) above:

(i) registered broker-dealer;

(ii) registered investment company;

(iii) bank;

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(iv) insurance company;

(v) registered futures commission merchant; or

(vi) such other person or class of persons that the SEC may designate as appropriate.

202. Application for Participant Status.

(a) Persons desiring to clear Trades through ICE Clear Credit shall make application in such form as shall be prescribed by ICE Clear Credit. Each applicant must execute the Participant Agreement and agree to abide by the Rules and related interpretations and the ICE Clear Credit Procedures as in effect from time to time. Decisions with respect to an application to be a Participant shall be made by the Board on the advice of ICE Clear Credit management and the Risk Management Subcommittee. An applicant for Participant status shall be conclusively deemed to have agreed to have no recourse against ICE Clear Credit, the Board or any member of the Risk Management Subcommittee in the event that its application to become a Participant is rejected. In the event that an applicant for Participant status is denied participation in or is granted limited access to ICE Clear Credit, ICE Clear Credit shall provide to such applicant and to the CFTC and SEC a statement setting forth the specific grounds on which the applicant was denied or the Participant's access was limited.

(b) Notwithstanding the termination of Participant status, a Person admitted as a Participant agrees to be responsible for any Violation (as defined in Rule 701) committed by such Person while a Participant and agrees to have any disputes that arise while a Participant and that relate to or arise out of any transaction with ICE Clear Credit or status of a Participant in ICE Clear Credit resolved in accordance with the Rules.

203. Restriction on Activity.

(a) In the event a Participant fails to comply with these Rules or the ICE Clear Credit Procedures, ICE Clear Credit may, subject to the requirements of Rule 615(b), suspend or revoke such Participant's clearing privileges. In such case, ICE Clear Credit shall provide to the Participant and to the CFTC and SEC a statement setting forth specific grounds on which the Participant's clearing privileges were suspended or revoked.

(b) In addition to any other rights granted to ICE Clear Credit under these Rules, for the protection of ICE Clear Credit and the Participants, ICE Clear Credit shall be authorized: (i) to impose such additional capital, Margin or other requirements on a Participant; (ii) to allow such Participant to submit Trades for liquidation only; (iii) to limit or restrict the type of Contracts that may be cleared by such Participant in any of its accounts with ICE Clear Credit; or (iv) to limit or restrict the aggregate notional or other reference amount of positions in Contracts that

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are permitted to be maintained by such Participant in any of its accounts with ICE Clear Credit (any limitation imposed under clauses (ii) through (iv), a "**Trading Activity Limitation**").

204. Financial Statements of Participants.

Each Participant (and, if a Parent has provided a guarantee of its obligations pursuant to Rule 205, its Parent) shall submit statements of its financial condition at such times and in such manner as shall be prescribed by ICE Clear Credit from time to time. Without limiting the foregoing, each Participant that is an FCM shall provide to ICE Clear Credit a copy of its Forms 1-FR-FCM or FOCUS Reports, as applicable, as and when filed with the National Futures Association or Financial Institution Regulatory Authority, as applicable (and any Participant that is not an FCM or a Broker-Dealer shall provide to ICE Clear Credit a copy of such forms as ICE Clear Credit may determine to be necessary on a comparable schedule to that which an FCM would be required to follow in filing such forms with the National Futures Association).

205. Parent Guarantee.

A Participant shall be approved for the clearing of Contracts only if it meets the capital, regulatory and other requirements as specified by ICE Clear Credit from time to time, or, if it fails to meet such requirements itself, it has a direct or indirect parent that is acceptable to ICE Clear Credit (a "**Parent**") that meets such requirements (including without limitation under Rules 201(b)(ii)-(iv) and (xi)) as determined by ICE Clear Credit and that unconditionally guarantees the Participant's obligations relating to Contracts. The form, substance and amount of any such guarantee must be acceptable to ICE Clear Credit and ICE Clear Credit must be satisfied that the guarantee is enforceable against the Parent under applicable law (including relevant insolvency law), and in connection therewith ICE Clear Credit may require Participant or Parent to procure an opinion of counsel in form and substance acceptable to ICE Clear Credit to such effect. ICE Clear Credit will not accept a Parent guarantee pursuant to this Rule 205 unless ICE Clear Credit is satisfied that the Parent will be able to meet its financial obligations under the guarantee, based upon such financial or other information as is reasonably requested by ICE Clear Credit.

206. Notices Required of Participants.

(a) Each Participant shall immediately notify ICE Clear Credit in writing of:

(i) Any material adverse change in the Participant's financial condition including, but not limited to, a decline in Adjusted Net Capital (as defined in Rule 201(b)(ii)) equal to 20% or more from such amount determined as of the end of the previous calendar month, or if such Participant knows or has reason to believe that its Adjusted Net Capital has fallen below ICE Clear Credit's capital requirement in Rule 201(b)(ii);

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(ii) Any proposed material reduction (and, in all cases, if the reduction is 30% or more from such amount determined as of the end of the previous calendar month) in the Participant's operating capital or Adjusted Net Capital, including the incurrence of a contingent liability that would materially affect the Participant's capital or other representations contained in the latest financial statement submitted to ICE Clear Credit should such liability become fixed;

(iii) With respect to the Participant, any refusal of admission to, withdrawal of any application for membership in, any suspension, expulsion, bar, fine, censure, denial of membership, registration or license, withdrawal of any application for registration, cease and desist order, temporary or permanent injunction, denial of trading privileges, or, to the extent detrimental to the ability of the Participant (or of any Parent that has provided a guarantee for such Participant pursuant to Rule 205) to fulfill its duties and obligations hereunder, any other sanction or discipline through an adverse determination, voluntary settlement or otherwise, by the U.S. Commodity Futures Trading Commission, the U.S. Securities and Exchange Commission, the European Securities and Markets Authority, the U.K. Prudential Regulatory Authority, any commodity, securities or swap exchange or trading facility, clearing organization, the National Futures Association, the Financial Industry Regulatory Authority, any other regulatory, self-regulatory or other entity or organization with regulatory authority, whether U.S. or non-U.S. and governmental or otherwise, having jurisdiction over the Participant, or other business or professional association;

(iv) The imposition of any restriction or limitation on the business conducted by the Participant on or with any securities, futures or swap clearing organization or exchange (including, without limitation, any contract market, securities exchange, swap execution facility, security-based swap execution facility or other trading facility), other than restrictions or limitations imposed generally on all Participants of or participants in such clearing organization or exchange;

(v) Any failure by the Participant to perform any of its material contracts, obligations or agreements, unless such failure is the result of a good faith dispute by such Participant;

(vi) Any determination that the Participant will be unable to perform any of its material contracts, obligations or agreements;

(vii) The Participant becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(viii) The institution of any proceeding by or against the Participant or any Affiliate of the Participant, under any provision of the bankruptcy laws of

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the United States, Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Securities Investor Protection Act of 1970, the Federal Deposit Insurance Corporation Improvement Act of 1991, the Federal Deposit Insurance Act or any other statute or equitable power of a court of like nature or purpose, whether domestic or foreign, in which such Participant or Person is designated as the bankrupt, debtor or equivalent, or a receiver, conservator, trustee or similar official is appointed for the Participant, such Affiliate, or its or their property;

(ix) The receipt by the Participant, or the filing by the Participant with a self-regulatory organization, of a notice of material inadequacy; and

(x) The receipt by the Participant from its independent auditors of an audit opinion that is not unqualified.

(b) Each Participant shall provide prior written notice to ICE Clear Credit of:

(i) Any changes in the Participant's name, business address, its telephone or facsimile number, electronic mail address, or any number or access code for any electronic communication device used by it to communicate with ICE Clear Credit; and

(ii) Any proposed material change in the organizational or ownership structure or senior management of the Participant (and the Participant shall promptly furnish to ICE Clear Credit such documents related to such events as ICE Clear Credit may from time to time request), including:

(A) the merger, combination or consolidation between the Participant and another Person;

(B) the assumption or guarantee by the Participant of all or substantially all of the liabilities of another Person in connection with the direct or indirect acquisition of all or substantially all of the assets of such Person;

(C) the sale of a significant part of the Participant's business or assets to another Person; and

(D) a change in the direct or indirect beneficial ownership of 10% or more of the equity of the Participant.

(c) Each Participant that is an FCM shall notify ICE Clear Credit of any matter required to be notified to the CFTC under CFTC Rule 1.12, within the time and in the manner specified in that rule. Each Participant that is a Broker-Dealer shall notify ICE Clear Credit of any matter required to be notified to the SEC under Rule 17a-11 or to FINRA under FINRA Rule 4530(a)(1)(A),(C),(E) and 4530(b) (or any similar rules), within the time and in the manner specified in those rules. (Any Participant that is not an FCM or a Broker-Dealer shall provide notices to

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ICE Clear Credit pursuant to the second preceding sentence as though it were an FCM.)

(d) Each Participant shall promptly notify ICE Clear Credit in writing if it becomes subject to statutory disqualification under Section 8a(2) of the CEA or Section 3(a)(39) of the Securities Exchange Act, or otherwise applicable CFTC or SEC regulations.

. . . Interpretations and Policies:

.01 As used in this Rule, the term "**Participant**" shall be deemed to include any Parent of the Participant providing a guarantee pursuant to Rule 205 and the Participant and such Parent shall be jointly obligated to deliver all notices required by this Rule relating to events occurring with respect to the Participant or such Parent.

207. Termination of Participant Status.

(a) Upon the occurrence of a Termination Event (as defined herein), ICE Clear Credit may, in its sole discretion, impose limitations, conditions and restrictions upon a Participant or, subject to the requirements of Rule 615(b), terminate the status of the Participant. In such circumstances, ICE Clear Credit may, in its sole discretion, (i) decline to accept new Trades in the case of Termination Events described in subparagraphs (b)(i), (b)(ii) (provided such Retiring Participant has no remaining Open Positions) or (b)(v) of this Rule, (ii) cause Open Positions to be transferred to another clearing organization designated by the Market, if applicable, or that provides clearing services for agreements equivalent to Contracts, with such security against claims and liabilities as ICE Clear Credit shall deem necessary for its protection, (iii) impose a Trading Activity Limitation (as defined in Rule 203), (iv) prior to the occurrence of a Default, require the Participant to cause all Open Positions to be closed out (or, in the case of Client-Related Positions, transferred to another Participant in accordance with Chapter 20A-01 of these Rules by a date specified by ICE Clear Credit (which, in the case of a Retiring Participant, shall be no later than such Retiring Participant's Termination Close-Out Deadline Date), with the failure of the Participant to do so constituting a default under the Participant's Contracts with ICE Clear Credit, and (v) otherwise take or omit to take such actions, or any combination thereof, not inconsistent with these Rules as it deems necessary or appropriate in the circumstances; *provided* that nothing in this paragraph (a) shall limit the rights granted to ICE Clear Credit upon the Default of a Participant or the rights and obligations of ICE Clear Credit and such Participant under Rule 807.

(b) As used herein, "**Termination Event**" shall mean the occurrence of any of the following:

(i) The expiration or termination of the agreement for clearing services between ICE Clear Credit and the relevant Market;

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(ii) The Participant becomes a Retiring Participant by delivery to ICE Clear Credit of a Termination Notice;

(A) A representation or warranty made by the Participant (or any Parent of Participant providing a guarantee pursuant to Rule 205) to ICE Clear Credit under or in connection with any agreement between ICE Clear Credit and the Participant (or such Parent) shall be false or misleading in any material respect as of the date on which made;

(B) an Eligible Officer determines that the Participant (or, if applicable, such Parent) has failed to satisfy the ongoing requirements to retain its status as a Participant under Rule 201(b)(i), (ii), (iv), (v), (viii), (ix), (x) or (xi); or

(C) the Board determines, by a two-thirds majority of those voting, in a vote excluding members of the Board who are employees of such Participant or any Affiliate and with a quorum of at least fifty percent of the remaining members of the Board, that (1) the Participant (or, if applicable, such Parent) has failed to satisfy any other ongoing requirements to retain its status as a Participant, including under Rule 201(b)(vi) or (vii), or (2) it appears, in the Board's judgment, that the Participant (or, if applicable, such Parent) is likely to fail to satisfy any ongoing requirements to retain its status as a Participant if any proposed material change in the organizational or ownership structure or senior management of the Participant (or, if applicable, such Parent) referred to in Rule 206(b)(ii) were effected;

(iii) The material breach by the Participant of the Rules or any of the terms or provisions of any agreement between ICE Clear Credit and the Participant which is not remedied promptly after notice from ICE Clear Credit; or

(iv) The Participant is in Default.

(v) The Participant becomes subject to statutory disqualification under Section 8a(2) of the CEA or Section 3(a)(39) of the Securities Exchange Act, or otherwise applicable CFTC or SEC regulations.

(c) A Retiring Participant's status as a Participant hereunder shall be terminated upon the Retiring Participant's Termination Date.

208. AML Compliance.

(a) **Anti-Money Laundering and Customer Identification Program.** As of each ICE Business Day, regardless of whether Participant submits Contracts to be cleared by ICE Clear Credit, each Participant that is subject to the Bank Secrecy Act (31 U.S.C. 5311, *et seq.*), the USA PATRIOT Act, and the regulations

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promulgated thereunder hereby represents and warrants that it has developed and implemented a written anti-money laundering program, which has been approved in writing by senior management of Participant, and is reasonably designed to promote and monitor Participant's compliance with the applicable requirements of the Bank Secrecy Act (31 U.S.C. 5311, *et seq.*), the USA PATRIOT Act, and the regulations promulgated thereunder. Such anti-money laundering program shall, at a minimum:

(i) establish and implement policies, procedures and internal controls reasonably designed to promote compliance with the applicable provisions of the Bank Secrecy Act and the implementing regulations thereunder;

(ii) establish policies, procedures and internal controls reasonably designed to detect and report circumstances where Participant may be used as a vehicle for money laundering, including the monitoring of Participant's customers for suspicious activity;

(iii) require Participant to take appropriate action once suspicious activity is detected and make reports to government authorities in accordance with applicable laws;

(iv) require the performance of due diligence on Participant's customers and, where appropriate, performance of enhanced due diligence on customers using a risk-based approach;

(v) require screening of customers for compliance with U.S. sanctions administered by the U.S. Treasury's Office of Foreign Assets Control ("**OFAC**"), including screening customer names against OFAC's List of Specially Designated Nationals and Blocked Persons ("**SDN List**");

(vi) designate an anti-money-laundering compliance officer;

(vii) provide for independent testing for compliance to be conducted by the Participant's personnel or by a qualified outside party; and

(viii) provide periodic training for appropriate personnel.

(b) If Participant becomes aware that Participant's customer and/or the beneficial owner of a Trade, is prohibited pursuant to an economic or trade sanctions program administered and enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury or is listed on the SDN List, Participant will notify the ICE Clear Credit Legal and/or Compliance Department as soon as is reasonably practicable or as may otherwise be required by law.

209. Risk-Based Capital Requirement.

If at any time and for so long as a Participant has a Required Contribution to the General Guaranty Fund that exceeds 25% of its Excess Net Capital, ICE Clear Credit

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may (in addition to imposing the Trading Activity Limitations provided for in Rule 203(b)) require such Participant to prepay and maintain with ICE Clear Credit an additional contribution (the "**Prepaid Contribution**") to the General Guaranty Fund equal to the Termination Deposit that would be applicable to it under Rule 807 at such time if it were a Retiring Participant. Payment of the Prepaid Contribution shall not limit such Participant's obligations to make additional contributions to the General Guaranty Fund as otherwise required by the Rules, provided that if such a Participant becomes a Retiring Participant it may apply the Prepaid Contribution to its obligation to make additional contributions to the General Guaranty Fund up to the limits set forth in Rules 806 and 807, as applicable. Notwithstanding anything to the contrary herein, except in the case of a Default with respect to such Participant, the Prepaid Contribution will not be deemed to be part of the General Guaranty Fund for purposes of Rule 802(b) until such time as it is applied to the Participant's obligations to make additional contributions to the General Guaranty Fund as provided in the preceding sentence.

210. [Intentionally Omitted]

211. Regulatory Reporting of Swap Data.

For all swaps cleared by ICE Clear Credit, and resulting positions, ICE Clear Credit shall report creation and continuation data to Intercontinental Exchange, Inc.'s swap data repository for purposes of complying with applicable CFTC rules governing the regulatory reporting of swaps. Upon the request of a Participant that is a counterparty to a swap cleared at ICE Clear Credit, ICE Clear Credit shall provide the same creation and continuation data to a swap data repository selected by the counterparty as ICE Clear Credit provided to Intercontinental Exchange, Inc.'s swap data repository under the preceding sentence.

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3. CLEARING OF CONTRACTS

301. Effect of Clearance.

(a) Trades submitted for clearance by or for the account of a Participant shall be submitted to ICE Clear Credit as required by these Rules and the ICE Clear Credit Procedures and the rules of any applicable Market.

(b) ***Client-Related and House Positions***. If (i) an Authorized Trade Execution/Processing Platform submits the relevant terms of an agreement (other than a Backloaded Trade) equivalent to a Contract on behalf of two Participants (Participant X and Participant Y), (ii) such Participants (and, if applicable, any Non-Participant Party for whom Participant X or Participant Y is acting) have affirmed or are otherwise bound by such terms through such Authorized Trade Execution/Processing Platform, (iii) by its terms such Contract is to become effective or novated upon its submission and acceptance for clearing under the Rules, and (iv) ICE Clear Credit accepts the Contract in accordance with the requirements of Rule 309, then the existing trade, if any, between Participant X and Participant Y in respect thereof will be extinguished and Participant X will be deemed to have entered into a Trade on the terms of such Contract with ICE Clear Credit and Participant Y will be deemed to have entered into an exactly offsetting Trade with ICE Clear Credit, and with respect to each such Participant, its position in such Trade shall become an Open Position. Upon the establishment thereof, such positions will have the terms of the equivalent Contract. If Participant X and/or Participant Y is acting for a Non-Participant Party, such position of such Participant shall constitute a Client-Related Position. Notwithstanding anything to the contrary herein (including Section 303), any obligation or right of Participant X or Participant Y to make or receive an up-front payment (an "**Initial Payment**") with respect to positions established pursuant to this subsection (b) shall be in favor of or due from ICE Clear Credit, as the case may be. The provisions of this Rule 301(b) may also apply where Participant X and Participant Y are the same entity, in which case such entity will be deemed to have entered into two separate and distinct Trades with ICE Clear Credit. For the avoidance of doubt, this subsection (b) shall apply where either or both of the resulting Trades will be Client-Related Positions or House Positions.

(c) ***Backloaded Trades***. If (i) an Authorized Trade Execution/Processing Platform submits the relevant terms of a Backloaded Trade between two Participants or a Backloaded Client Trade on behalf of either one Participant or two Participants (Participant X and Participant Y), as applicable, (ii) such Participant or Participants, as applicable (and any Non-Participant Party for whom Participant X or Participant Y is acting) have affirmed or are otherwise bound by such terms through such Authorized Trade Execution/Processing Platform, (iii) by its terms such Contract is to become effective upon its submission and acceptance for clearing under the Rules, and (iv) ICE Clear Credit accepts the Contract in accordance with the requirements of Rule 309, then the existing Trade, if any,

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between Participant X and Participant Y and in the case of a Backloaded Client Trade, the trade of the relevant Non-Participant Party shall be extinguished and (A) if such Trade was submitted on behalf of two Participants, Participant X will be deemed to have entered into a Trade on the terms of such Trade with ICE Clear Credit and Participant Y will be deemed to have entered into an exactly offsetting Trade with ICE Clear Credit, or (B) if such Trade is a Backloaded Client Trade and was submitted on behalf of a single Participant, such Participant will be deemed to have entered into two separate and distinct Trades, one Trade (**"Trade A**") on the terms of such Backloaded Client Trade and a second trade ("**Trade B**") whose terms shall exactly offset the terms of Trade A. Upon the establishment thereof, such positions shall become Open Positions and will have the terms of the equivalent Contract and the terms provided in Rule 303. If a Participant is acting for a Non-Participant Party, upon the establishment of such a position with ICE Clear Credit, such position of such Participant shall constitute a Client-Related Position.

(d) Each Participant acknowledges and agrees that ICE Clear Credit may rely, without additional investigation, on the terms of trades submitted by an Authorized Trade Execution/Processing Platform that have been designated by such platform as having been affirmed or confirmed by the relevant parties thereto (including as to the identity of the Participants to be party thereto), and that each Participant shall be obligated under any Open Position established pursuant to subsection (b) or (c) as a result of such submission. A Participant may notify ICE Clear Credit, in a manner to be specified in the ICE Clear Credit Procedures, that it will not accept trades submitted by an Authorized Trading Processing Platform on its behalf, and following receipt by ICE Clear Credit of such notice, ICE Clear Credit will not accept for clearing pursuant to subsection (b) or (c) trades submitted by such Authorized Trade Execution/Processing Platform that identify such Participant (but without limiting the provisions of this paragraph with respect to any trades submitted before ICE Clear Credit's receipt of such notice).

302. Tender of Trades; Client-Related Positions.

(a) The submission of a Trade confirmation, in the manner designated by ICE Clear Credit or its agents, by or on behalf of a Participant, as hereinafter provided, shall be deemed a tender to ICE Clear Credit for clearance of the Trade listed on such confirmation. These Rules shall constitute part of the terms of each Contract tendered to ICE Clear Credit.

(b) Each Trade confirmation submitted to ICE Clear Credit by or on behalf of a Participant pursuant to Rule 301(b) or (c) will identify, in the manner specified by ICE Clear Credit, whether such Trade, when cleared, is to be a Client-Related Position or a House Position of the relevant Participant (including, if applicable, for purposes of Rule 304(c)), and failing such designation, such Trade will be presumed to be a House Position of that Participant.

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303. Adjustments.

Upon the clearance of a Trade pursuant to Rule 301(c), regardless of the terms of the bilateral agreement between the submitting Participants the Trade between ICE Clear Credit and each such Participant shall have an Initial Payment of zero.

304. Offsets.

(a) Subject to subsection (b) below and (solely in the case of an Index Swaption) to the Exercise Procedures, where, pursuant to Rule 301, or as otherwise provided in these Rules, a Participant has entered into Trades that are House Positions or Client-Related Positions with ICE Clear Credit that constitute opposite positions which are identical in all material respects (other than notional or other reference amount and the application of Rule 613) in a single Contract, then at the applicable time and in the manner to be specified in the ICE Clear Credit Procedures, the second such Trade shall be deemed pro tanto a settlement or adjustment of the prior transaction and, therefore, a reduction in the relevant Open Position. Thereupon, such Participant shall possess no further rights and be under no further liability with respect thereto only to the extent of such settlement or adjustment.

(b) In no event shall any Client-Related Position be offset against any House Position or any House Position be offset against any Client-Related Position, in either case pursuant to subsection (a) above, except as provided in subsection (c) below. Client-Related Positions that are part of the same Non-Participant Party Portfolio may be offset against each other pursuant to subsection (a) hereof. Client-Related Positions that are part of different Non-Participant Party Portfolios may not be offset against each other pursuant to subsection (a) hereof; provided that such Client-Related Positions shall be deemed to be offset against each other for purposes of determining the Participant's Net Client-Related Mark-to-Market Margin Requirement and any net payment or settlement amount owed by either ICE Clear Credit to the Participant or the Participant to ICE Clear Credit with respect to such Client-Related Positions under the Rules, and in addition such positions may be offset against each other by ICE Clear Credit following a Default as set forth in these Rules.

(c) Where a Participant wishes to terminate a Client-Related Position because of a default or termination event with respect to the Non-Participant Party thereunder and the relevant Participant has so notified ICE Clear Credit in writing, the Participant may elect, in a manner to be specified by ICE Clear Credit, (i) to offset such Client-Related Position against a House Position entered into by such Participant for the specific purpose of liquidating such Client-Related Position or (ii) to convert such Client-Related Position into a House Position, whereupon it shall be treated as such for all purposes under these Rules (including subsection (a) above). For the avoidance of doubt, upon the offset of such Client-Related Position or its conversion into a House Position, ICE Clear Credit shall recalculate the applicable Margin Requirements and, if applicable, make margin

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in respect of the Client-Related Position available for withdrawal in accordance with Rule 401.

305. Trade Confirmations.

Each ICE Business Day, the exact hours of which shall, from time to time, be fixed by ICE Clear Credit, Participants shall file with ICE Clear Credit or its agent confirmations, in the manner prescribed by ICE Clear Credit (which, in the case of Authorized Trade Execution/Processing Platforms or other electronic systems that submit matched Trades to ICE Clear Credit, shall be satisfied by confirming reports automatically generated by such system that contain the information set forth herein), covering Trades made during the day showing for each Trade (a) the identity of both Participants (or the relevant Participant, if a single Participant), (b) which side of the Trade each Participant has taken, if applicable, (c) the relevant Contract involved, (d) the quantity or notional and other economic terms involved, (d) whether such Trades are House or Client-Related Positions for the relevant Participant and (e) such other information as may be required by ICE Clear Credit to effect the matching of Trades between the parties.

306. Disagreement in Trade Confirmations.

In the case of a Trade between two Participants submitted for clearing, if a Trade confirmation of either Participant shall not correspond in all material respects with the confirmation of the other party to such Trade, ICE Clear Credit may reject such Trade and notify both Participants, setting forth the basis of such objection.

307. Statement of Open Positions.

ICE Clear Credit shall make available to each Participant a "**Statement of Open Positions**" (separately for House Positions and Client-Related Positions) for each ICE Business Day on which such Participant has Open Positions. Such statement shall show the following with respect to each Mark-to-Market Margin Category, as described in the Chapter 4 Rules (or any corresponding Rules in any product-specific Chapter):

(a) The Mark-to-Market Price of each Open Position,

(b) The Margin Requirement,

(c) The Margin then on deposit with respect to such Margin Category,

(d) The Net House Margin Requirement, and

(e) The Net Client-Related Mark-to-Market Margin Requirement.

. . . Interpretations and Policies:

.01 Intentionally Omitted.

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308. Statement of Initial Margin.

At or around the time a Statement of Open Positions is made available pursuant to Rule 307, ICE Clear Credit shall also make available to each Participant a statement (separately for Client-Related Positions and House Positions) showing the following with respect to each Initial Margin Category, as described in the Chapter 4 Rules (or any corresponding Rules in any product-specific Chapter):

(a) The Margin Requirement,

(b) The Margin then on deposit with respect to such Margin Category,

(c) The Net House Margin Requirement, and

(d) The Non-Participant Party Portfolio Margin Requirement for each Non-Participant Party Portfolio.

309. Acceptance of Trades by ICE Clear Credit.

(a) ICE Clear Credit shall accept the submission of Trades for clearance hereunder only from or on behalf of Participants (who may be acting for themselves or a Non-Participant Party). A Trade is accepted upon ICE Clear Credit's notice, in accordance with the ICE Clear Credit Procedures, to the relevant Participant(s) that ICE Clear Credit has accepted a Trade submitted for clearance. References herein to the "**Novation Time**" shall be to such time of acceptance.

(b) ***Client-Related and House Trades.*** The acceptance of a Trade that is submitted for clearance pursuant to Rule 301(b) shall result in the establishment of positions pursuant to such subsection as of the time of such acceptance and such acceptance may not be revoked.

(c) ***Backloaded* Trades*.*** A Backloaded Trade to be submitted for clearance pursuant to Rule 301(c) will be subject to such pre-submission review and processing as ICE Clear Credit shall designate, and shall not be deemed to be formally submitted until such time as is designated for the completion of such pre-submission review and processing. Acceptance of a Backloaded Trade shall, in addition to the other criteria set forth herein, be subject to receipt by ICE Clear Credit of any advance funding of Initial Margin as may be required by ICE Clear Credit in connection with the Backloaded Trades. The acceptance of a Backloaded Trade submitted for clearance pursuant to Rule 301(c) shall result in the establishment of positions pursuant to such subsection as of the time of such acceptance and such acceptance may not be revoked.

(d) ICE Clear Credit will accept or reject Trades submitted for clearance that are executed competitively on or subject to the rules of a designated contract market or swap execution facility as quickly after execution as would be technologically practicable if fully automated systems were used, as provided under CFTC Rule 39.12(b)(7)(ii). ICE Clear Credit will accept all such Trades (i) for which the

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executing parties have clearing arrangements in place with Participants, (ii) for which the executing parties identify ICE Clear Credit as the intended clearinghouse and (iii) that satisfy the criteria of ICE Clear Credit as set out herein and in the ICE Clear Credit Procedures, including those described in subsections (g) and (h) below (which criteria shall be non-discriminatory across trading venues and shall be applied as quickly as would be technologically practicable if fully automated systems were used).

(e) ICE Clear Credit will accept or reject Trades submitted for clearance that are not executed on or subject to the rules of a designated contract market or swap execution facility or that are executed non-competitively on or subject to the rules of a designated contract market or swap execution facility as quickly after submission to ICE Clear Credit as would be technologically practicable if fully automated systems were used, as provided under CFTC Rule 39.12(b)(7)(iii). ICE Clear Credit will accept all such Trades (i) that are submitted to ICE Clear Credit by the parties in accordance with CFTC Rule 23.506, (ii) for which the executing parties have clearing arrangements in place with Participants, (iii) for which the executing parties identify ICE Clear Credit as the intended clearinghouse, and (iv) that satisfy the criteria of ICE Clear Credit as set out herein and in the ICE Clear Credit Procedures, including those described in subsection (d) above and subsections (g) and (h) below (which criteria shall be non-discriminatory across trading venues and shall be applied as quickly as would be technologically practicable if fully automated systems were used).

(f) Following the novation or establishment of positions as described in clauses (b) or (c), as applicable, above, such positions shall be binding as between ICE Clear Credit and the relevant Participants. Following acceptance of a Trade for clearing by ICE Clear Credit, each Participant that is a party to such Trade (or ICE Clear Credit on its behalf) must resubmit or submit, as the case may be, in accordance with the ICE Clear Credit Procedures, the terms of such Trade to Deriv/SERV or another service specified by ICE Clear Credit with identical terms as the original submission for clearance, adjusted to take into account any offsets under Rule 304 and the substitution of ICE Clear Credit, if applicable, for the other party to such Trade. Failure of a Participant to so resubmit (or submit) any Trade to Deriv/SERV or another service specified by ICE Clear Credit (except where ICE Clear Credit submits on its behalf) will be a violation of these Rules and may subject the Participant to disciplinary action, but shall not affect the validity or binding effect of the cleared Trade as between the relevant Participant(s) and ICE Clear Credit. Prior to such resubmission or submission and (if applicable) confirmation thereof, the cleared Trade shall be governed by the terms of the original submission for clearance, as so adjusted and subject to these Rules.

(g) ICE Clear Credit shall accept for clearance all Trades that are submitted in accordance with, and meet the requirements established by, these Rules and the ICE Clear Credit Procedures (including implementation of and compliance with applicable risk filters required by ICE Clear Credit) (each, a "**Conforming**

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Trade") in the timeframes specified above; *provided* that ICE Clear Credit may decline to accept a submitted Conforming Trade if an Eligible Officer determines in good faith that, based on the exercise of prudent risk management standards, ICE Clear Credit should not accept the Conforming Trade.

(h) ICE Clear Credit may establish, separately with respect to each Participant in accordance with the ICE Clear Credit Procedures based on risk management considerations, a specified notional or other relevant amount of Conforming Trades of a particular type that ICE will agree to accept on any ICE Business Day and which ICE Clear Credit may not decline pursuant to the preceding subsection, subject to the Participant not being in Default and otherwise being in good standing under the Rules and compliance by the Participant with any conditions imposed by ICE Clear Credit (including, if applicable, advance funding of applicable margin).

(i) Where a Participant clears a Trade for a Non-Participant Party, such Participant becomes liable to ICE Clear Credit and ICE Clear Credit liable to such Participant on such Trade as if the Trade were for the proprietary account of the Participant, subject in all cases to the provisions of these Rules applicable to Client-Related Positions.

. . . Interpretations and Policies:

.01 Intentionally omitted.

.02 ICE Clear Credit may accept the submission of Trades for clearance for the account of a Participant from an Affiliate of such Participant; *provided* that such Affiliate has been previously designated for this purpose by such Participant in writing to ICE Clear Credit. Such submission by an Affiliate shall be deemed a submission by the relevant Participant for the purposes of these Rules. For the avoidance of doubt, ICE Clear Credit and such Affiliate shall have no rights, obligations or liability with respect to each other pursuant to such submission or the related novation, irrespective of the relationship between such Participant and its Affiliate.

310. Records.

Participants shall keep permanent records showing, with respect to each Trade, the names of both Participants (if applicable) and any related Non-Participant Party, as the case may be, the Contract, quantity or notional, other economic terms and such other information as may be required by law, regulation, or by ICE Clear Credit. Such permanent records shall be retained for at least five years, either in original form or in such other form as ICE Clear Credit may from time to time authorize, and shall be deemed the joint property of ICE Clear Credit and the Participant keeping such records. ICE Clear Credit shall be entitled to inspect on the Participant's site during normal business hours or take temporary possession of such records at any time, in each case with reasonable advance notice.

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311. Reporting.

Participants shall make reports of their positions at the time and in the manner prescribed by ICE Clear Credit. In all instances, such Participant reports shall specify which positions are Client-Related Positions and which positions are House Positions. In identifying any Client-Related Positions, Participants shall also specify such information as to the Non-Participant Parties as ICE Clear Credit may direct. Without limiting the foregoing, Participants shall identify to ICE Clear Credit those Client-Related Positions carried for the same Non-Participant Party and those Client-Related Positions that are not Eligible Transfer Positions. ICE Clear Credit may require Participants to make reports only to the extent such reports have a reasonable nexus to the operations and regulatory requirements of ICE Clear Credit.

312. Limitation of Liability.

(a) ICE Clear Credit shall have no liability for any obligations of or to any Person who is not a Participant. ICE Clear Credit makes no representation about the adequacy of the General Guaranty Fund, and the Margin and other amounts provided under these Rules, to cover a Default by any Participant, and ICE Clear Credit is not acting as an adviser or fiduciary with respect to the decision whether to enter any particular Trade or to clear Trades in accordance with these Rules. ICE Clear Credit shall not be responsible for any of the actions or inactions of any of its agents, any Participant, a Market, an Authorized Trade Execution/Processing Platform or any other Person, including, without limitation, the failure of a Participant to perform any of its direct obligations to another Participant, the cessation, suspension or other change in the activities of any of ICE Clear Credit's agents, any Authorized Trade Execution/Processing Platform or any Market, or the failure of linkages or communications between ICE Clear Credit and any other party. Absent bad faith or willful misconduct, or a violation of federal securities laws for which there is a private right of action, ICE Clear Credit shall not be liable to any Participant or other Person for any determination ICE Clear Credit is required or authorized to make under these Rules, or any exercise by ICE Clear Credit of its discretion under these Rules or decision not to exercise any such discretion, including, without limitation, determining Margin requirements, determining the Value of deposited Margin, determining the Mark-to-Market Price of any Contract, and any actions or inactions relating to an emergency or force majeure, the decision that a Participant is in Default or decisions relating to the Closing-out Process and actions thereunder (including for any delay in any such determinations, decisions, actions or inactions as a result of consultation with the Risk Committee, CDS Default Committee or otherwise). Without limiting the foregoing, ICE Clear Credit shall have no liability or obligation to any Non-Participant Party in respect of a Client-Related Position or otherwise (without prejudice to ICE Clear Credit's obligation under these Rules to return collateral and distributions thereon to a Participant in accordance with these Rules).

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(b) **In no event shall the amount of ICE Clear Credit's liability arising out of or relating to payment or delivery obligations with respect to Contracts or these Rules (whether direct or indirect, in contract, tort or otherwise) exceed the sum of (A) the amount then on deposit in the General Guaranty Fund (including any additional General Guaranty Fund deposits actually collected from Participants (subject to the applicable limitations set forth in the Rules), the ICE Clear Credit Initial Contribution, the ICE Clear Credit Continuing Contribution and Additional ICC Collateral Deposits (subject to the ICE Clear Credit Default Maximum as defined in Rule 802(b)) and other applicable limitations set forth in the Rules), (B) any unpaid ICE Clear Credit Initial Contribution or ICE Clear Credit Continuing Contribution (subject to the ICE Clear Credit Default Maximum) that is past due, and (C) any amounts actually collected by ICE Clear Credit (reduced by all costs and expenses of collection) from a Participant or its guarantor in respect of Obligations, as described in Rule 802(a) or Rule 802(c), or from other Participants or their guarantors in respect of Wound-up Contracts, as described in Rule 810; provided that amounts received or collected as Margin in respect of Client-Related Positions may only be applied as set forth in these Rules. In no event shall the amount of ICE Clear Credit's liability to a Participant not arising out of or relating to payment or delivery obligations with respect to Contracts or these Rules (whether direct or indirect, in contract, tort or otherwise) exceed the aggregate amount paid to ICE Clear Credit by such Participant for the Services (as defined in the relevant Participant Agreement) within the twelve-month period preceding any claim therefor.**

313. Non-Acceptance of Trades.

In case of the non-acceptance of the Trades of any Participant, ICE Clear Credit shall incur no obligations with respect to the Trades that are not accepted. It shall be the sole responsibility of the Participants who are parties to any such Trades to take such steps as the Participants may deem necessary or proper for such Participants' own protection.

314. Open Access for Execution Venues and Trade Processing Platforms.

ICE Clear Credit shall ensure that, consistent with the requirements of CEA Section 2(h)(1)(B) and Securities Exchange Act Section 3C(a)(2), there shall be open access to the clearing system operated by ICE Clear Credit pursuant to these Rules for all execution venues (including, without limitation, designated contract markets, national securities exchanges, swap execution facilities and security-based swap execution facilities) and trade processing platforms. ICE Clear Credit may impose (a) reasonable criteria to determine whether an execution venue has the capability to deliver the necessary quality of service to be granted access to ICE Clear Credit, (b) reasonable criteria to determine whether a trade processing platform has the capability to deliver the necessary quality of service to be granted access to ICE Clear Credit and connected through the ICE Clear Credit application programming interface, (c) reasonable requirements as to risk filters and other credit risk management standards

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with respect to transactions to be submitted to ICE Clear Credit for clearing, and (d) reasonable costs on such execution venues and trade processing platforms and Participants that use such venues and platforms; *provided* that in each case such criteria or costs shall not unreasonably inhibit such open access and shall comply with applicable law.

315. Timing of Acceptance and Submission by Participants.

Each Participant must accept or reject each Trade submitted by or for it or its customers as quickly as would be technologically practicable if fully automated systems were used (in each case within the meaning of and as further provided in CFTC Rule 1.74(b)) and (to the extent such Trade has not already been submitted to ICE Clear Credit at the time of acceptance by such Participant) must submit such Trade to ICE Clear Credit as quickly following such acceptance (or execution, if executed directly by such Participant) as would be technologically practicable if fully automated systems were used.

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4. MARGIN

401. Margin Generally.

(a) House Margin

ICE Clear Credit shall, following the close of business on each ICE Business Day, and may, at any other time or times selected by ICE Clear Credit, determine the Margin requirement for a Participant in respect of House Positions with respect to each category of Initial Margin and of Mark-to-Market Margin (each, a "**Margin Category**", and the related Margin requirement, a "**Margin Requirement**"). For each Margin Category for a Participant and for a given ICE Business Day, ICE Clear Credit shall calculate a net amount (a "**Net House Margin Requirement**") (i) in the case of an Initial Margin Category, equal to the Participant's Margin Requirement for such Initial Margin Category as of such ICE Business Day minus the Value of the Participant's Margin held by ICE Clear Credit as Margin for such Initial Margin Category and (ii) in the case of a Mark-to-Market Margin Category, equal to the Participant's Margin Requirement for such Mark-to-Market Margin Category (expressed as a positive number if owed by the Participant and a negative number if owed by ICE Clear Credit) minus the applicable Mark-to-Market Margin Balance for such Mark-to-Market Margin Category, as applicable. With respect to each Margin Category for a Participant:

(i) if the Net House Margin Requirement is negative, ICE Clear Credit shall (unless the Participant is, or a determination by ICE Clear Credit is pending as to whether the Participant is, in Default), with respect to Eligible Margin having a Value as close as reasonably practicable to (but not to exceed) the absolute value of the Net House Margin Requirement, (A) in the case of Mark-to-Market Margin, Transfer such Eligible Margin to the Participant, which Eligible Margin would, as applicable, either be applied to a Net House Margin Requirement for an Initial Margin Category or be available for withdrawal by the Participant, in accordance with the ICE Clear Credit Procedures, to the extent there is any excess after satisfying the Margin Requirement for each Initial Margin Category or (B) in the case of Initial Margin, Transfer such Eligible Margin to the Participant, in accordance with the ICE Clear Credit Procedures, to the extent there is any excess after satisfying the Margin Requirement for each Initial Margin Category.

(ii) if the Net House Margin Requirement is positive, the Participant shall Transfer to ICE Clear Credit, in accordance with the ICE Clear Credit Procedures, Eligible Margin having a Value at least equal to the Net House Margin Requirement, with such Transfer required to be made prior to the time established by ICE Clear Credit in the ICE Clear Credit Procedures for this purpose on the ICE Business Day next following the ICE Business Day to which the close of business Net House Margin Requirement relates (or, if ICE Clear Credit notifies a Participant, in

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accordance with the ICE Clear Credit Procedures, of a Net House Margin Requirement other than in respect of its close of business determinations, within one ICE Clear Credit business hour of such notice); *provided* that (i) to the extent there is cash in a Participant's House Margin Account in the relevant currency, ICE Clear Credit may withdraw from such account such cash to satisfy a Net House Margin Requirement for a Mark-to-Market Margin Category for the relevant House Position(s), and adjust the Participant's Net House Margin Requirements accordingly; or

(iii) if the Net House Margin Requirement is zero, no Margin shall be required to be Transferred.

(b) **Client-Related Margin.**

ICE Clear Credit shall, following the close of business on each ICE Business Day, and may, at any other time or times selected by ICE Clear Credit, determine the Margin Requirement for a Participant in respect of Client-Related Positions with respect to each Margin Category.

(i) **Initial Margin**.

ICE Clear Credit shall calculate, in the case of an Initial Margin Category, the Participant's Margin Requirement for each Non-Participant Party Portfolio minus the Value of the Margin held by ICE Clear Credit as Margin for such Initial Margin Category allocated by ICE Clear Credit to such Non-Participant Party Portfolio (each, a the "**Non-Participant Party Portfolio Initial Margin Requirement**"); With respect to each Initial Margin Category for a Participant:

(A) for each Non-Participant Party Portfolio Initial Margin Requirement that is positive, the Participant shall Transfer to ICE Clear Credit, in accordance with the ICE Clear Credit Procedures, Eligible Margin having a Value at least equal to such Non-Participant Party Portfolio Initial Margin Requirement, with such Transfer required to be made prior to the time established by ICE Clear Credit in the ICE Clear Credit Procedures for this purpose on the ICE Business Day next following the ICE Business Day to which the close of business Non-Participant Party Portfolio Initial Margin Requirement relates (or, if ICE Clear Credit notifies a Participant, in accordance with the ICE Clear Credit Procedures, of a Non-Participant Party Portfolio Initial Margin Requirement other than in respect of its close of business determinations, within one ICE Clear Credit business hour of such notice);

(B) following the settlement in full of all amounts due to be Transferred to ICE Clear Credit pursuant to clause (A) above, for each Non-Participant Party Portfolio Initial Margin Requirement that is negative, ICE Clear Credit shall (unless the Participant is, or a

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determination by ICE Clear Credit is pending as to whether the Participant is, in Default), with respect to Eligible Margin having a Value as close as reasonably practicable to (but not to exceed) the absolute value of such Non-Participant Party Portfolio Initial Margin Requirement, Transfer such Eligible Margin to the Participant, in accordance with the ICE Clear Credit Procedures;

(C) if a Non-Participant Party Portfolio Initial Margin Requirement is zero, no Margin shall be required to be Transferred in respect thereof;

(ii) **Mark-to-Market Margin**.

ICE Clear Credit shall calculate, in the case of a Mark-to-Market Margin Category, a net amount equal to the Participant's net Margin Requirement for such Mark-to-Market Margin Category for all Client-Related Positions in all Non-Participant Party Portfolios (expressed as a positive number if owed by the Participant and a negative number if owed by ICE Clear Credit) minus the applicable Mark-to-Market Margin Balance for such Mark-to-Market Margin Category (the "**Net Client-Related Mark-to-Market Margin Requirement**"). With respect to each Mark-to-Market Margin Category for a Participant:

(A) if the Net Client-Related Mark-to-Market Margin Requirement is positive, the Participant shall Transfer to ICE Clear Credit, in accordance with the ICE Clear Credit Procedures, Eligible Margin having a Value at least equal to the Net Client-Related Mark-to-Market Margin Requirement, with such Transfer required to be made prior to the time established by ICE Clear Credit in the ICE Clear Credit Procedures for this purpose on the ICE Business Day next following the ICE Business Day to which the close of business Net Client-Related Mark-to-Market Margin Requirement relates (or, if ICE Clear Credit notifies a Participant, in accordance with the ICE Clear Credit Procedures, of a Net Client-Related Mark-to-Market Margin Requirement other than in respect of its close of business determinations, within one ICE Clear Credit business hour of such notice);

(B) if the Net Client-Related Mark-to-Market Margin Requirement is negative, ICE Clear Credit shall (unless the Participant is, or a determination by ICE Clear Credit is pending as to whether the Participant is, in Default), with respect to Eligible Margin having a Value as close as reasonably practicable to (but not to exceed) the absolute value of the Net Client-Related Mark-to-Market Margin Requirement, Transfer such Eligible Margin to the Participant, in accordance with the ICE Clear Credit Procedures; and

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(C) if the Net Client-Related Mark-to-Market Margin Requirement is zero, no Margin shall be required to be Transferred in respect thereof.

Notwithstanding anything to the contrary herein, amounts required to be Transferred between a Participant and ICE Clear Credit pursuant to any of clauses (i)(A)-(C) and/or (ii)(A)-(C) above of this subsection (b) shall not be netted or offset, except to the extent such netting or offset may be permitted by applicable law (including CFTC regulation or interpretation thereof).

(c) Notwithstanding anything to the contrary herein, in determining each Participant's Margin Requirement as described above, ICE Clear Credit shall make separate Margin Requirement calculations for a Participant's Client-Related Positions and for a Participant's House Positions, notwithstanding that such positions would otherwise be in the same Margin Category. In no event shall the Margin Requirements for a Participant's Client-Related Positions and House Positions be netted or offset against each other (except as specifically provided in these Rules), nor shall any Margin held or released in respect of Client-Related Positions be applied at any time to any Margin Requirement in respect of House Positions.

The Margin Requirement in respect of Initial Margin for a Participant's Client-Related Positions shall be calculated on a gross basis across each Non-Participant Party Portfolio (i.e., on the basis that all Client-Related Positions related to different Non-Participant Party Portfolios have not been offset pursuant to Rule 304).

(d) "**Eligible Margin**" means (i) with respect to Initial Margin, (A) in the case of satisfaction of an Initial Margin requirement, dollars or other currencies acceptable to ICE Clear Credit for this purpose and (B) in the case of substitutions of Initial Margin, assets, in the case of each of clauses (A) and (B), as specified in Schedule 401 as in effect from time to time and (ii) with respect to Mark-to-Market Margin, the currency in which the Contracts for the applicable Mark-to-Market Margin Category are denominated. Currencies must be in immediately available funds to qualify as Eligible Margin.

(e) "**Value**" means, (i) with respect to Eligible Margin consisting of dollars or another currency that qualifies as Eligible Margin for the applicable Margin Category, the amount thereof converted, if applicable, to the currency of the relevant Margin Requirement at such exchange rate as ICE Clear Credit in its discretion may determine from time to time pursuant to the ICE Clear Credit Procedures, (ii) with respect to Eligible Margin consisting of assets, other than currencies, that qualify as Eligible Margin for the applicable Margin Category, the value thereof as determined by ICE Clear Credit (or its agent or custodian) pursuant to a methodology established by ICE Clear Credit from time to time in the ICE Clear

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Credit Procedures, and (iii) with respect to any currency or asset that does not qualify as Eligible Margin for the applicable Margin Category, zero.

(f) ICE Clear Credit shall establish and maintain a House Margin Account and a Client Omnibus Margin Account for each Participant. All Initial Margin required with respect to a Participant's Client-Related Positions shall be Transferred to such Participant's Client Omnibus Margin Account. All Initial Margin required with respect to House Positions of such Participant shall be Transferred to such Participant's House Margin Account.

(g) ICE Clear Credit shall pay or charge, as applicable, a Participant price alignment amounts on any Mark-to-Market Margin Balance and pay or charge interest on any cash Margin (other than Mark-to-Market Margin) in such Participant's Margin Accounts, in each case at a rate (which may be negative) and on a frequency determined from time to time by ICE Clear Credit in the ICE Clear Credit Procedures.

(h) A Participant may substitute, in accordance with the ICE Clear Credit Procedures and applicable law, Eligible Margin for an amount of Initial Margin in such Participant's House Margin Account or Client Omnibus Margin Account, as applicable, having a Value not to exceed such substitute Eligible Margin.

(i) Margin required to be provided by a Participant hereunder shall be provided at the time and in the manner specified in the ICE Clear Credit Procedures. Where Margin is available for withdrawal by a Participant in accordance with these Rules, if such Participant requests such withdrawal on an ICE Business Day by the deadline established in the ICE Clear Credit Procedures, ICE Clear Credit will transfer such margin to the relevant account of the Participant on such ICE Business Day.

(j) Notwithstanding anything to the contrary herein, if ICE Clear Credit determines one or more Non-Participant Party Portfolio Initial Margin Requirements or a Net Client-Related Mark-to-Market Margin Requirement in respect of a time other than its close of business determination (i.e., an intraday margin call) that would otherwise be required to be Transferred by a Participant in accordance with subsection (b) above, ICE Clear Credit may in lieu thereof increase the applicable Margin Requirement for House Positions for the applicable Margin Category.

(k) Each Transfer of Mark-to-Market Margin shall constitute a settlement (within the meaning of CFTC Rule 39.14) and shall be final as of the time ICE Clear Credit's accounts are debited or credited with the relevant payment.

(l) Once settlement of a Transfer of Mark-to-Market Margin in respect of the Margin Requirement for a Mark-to-Market Margin Category is final, the fair value of the outstanding exposures for the relevant Contracts in that Mark-to-Market Margin

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Category (taking into account the Mark-to-Market Margin provided in respect of such Margin Requirement) will be reset to zero.

. . . Interpretations and Policies:

.01 Margin required to be Transferred by a Participant shall be considered timely Transferred to ICE Clear Credit if (i) such Participant's settlement bank guarantees, in a form acceptable to ICE Clear Credit, Transfer of such Margin prior to the time such Margin would be due in accordance with these Rules and (ii) such Margin is actually Transferred to ICE Clear Credit within a time period established by ICE Clear Credit.

.02 For the purposes of Chapter 4, the term "**Open Positions**" shall also include Trades that have been accepted by ICE Clear Credit pursuant to Rule 309 but not yet novated or established because the Novation Time has not yet occurred.

402. Transfer of Title; Liens.

(a) Each Participant (other than a Participant that is an FCM or a Broker-Dealer) agrees that all right, title and interest in and to any cash Transferred by such Participant to ICE Clear Credit under the terms of these Rules as Margin (other than Mark-to-Market Margin) or Collateral consisting of cash and all cash proceeds of any Margin or Collateral (collectively, "**Cash Margin**") shall vest in ICE Clear Credit free and clear of any liens, claims charges or encumbrances. Upon the occurrence of a Default, ICE Clear Credit shall be entitled to apply such cash Transferred to ICE Clear Credit by such Defaulting Participant and any cash proceeds of the Margin and Collateral of such Defaulting Participant to the Obligations of such Defaulting Participant to ICE Clear Credit in accordance with the provisions herein; provided that cash Transferred in respect of Client-Related Positions and constituting Margin and cash proceeds of Margin provided in respect of Client-Related Positions may only be applied to Obligations in respect of Client-Related Positions as set forth herein and only subject to the limitation set forth in subsection (h) below. Prior to the completion of the requirements under these Rules for the occurrence of a Default, ICE Clear Credit shall also be entitled to apply such cash to the Obligations of a Participant (but subject to the proviso to the preceding sentence) if such Participant has defaulted with respect to making a payment or delivery when due under these Rules or a Contract.

(b) Each Participant hereby grants to ICE Clear Credit a continuing lien and security interest in and to and right of set-off against all of the Participant's right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to (i) all securities, financial assets and other property (other than cash) Transferred by such Participant to ICE Clear Credit under the terms of these Rules as Margin (other than Mark-to-Market Margin) or Collateral not constituting cash, (ii) all non-cash proceeds of any of the foregoing and (iii) in the case of a Participant that is an FCM or a Broker-Dealer, any cash Transferred by such Participant to ICE

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Clear Credit under the terms of these Rules as Margin (other than Mark-to-Market Margin) or Collateral consisting of cash and all cash proceeds of any Margin or Collateral, in each case as security for the Obligations of such Participant to ICE Clear Credit (jointly, (i), (ii) and (iii), the "**Pledged Items**"); provided that Pledged Items Transferred in respect of Client-Related Positions and constituting Margin shall only secure Obligations of such Participant in respect of Client-Related Positions and shall be subject to the limitation set forth in subsection (h) below and applicable law. Upon the withdrawal of Pledged Items by a Participant from its House Margin Account or Client Omnibus Margin Account, as applicable, in accordance with these Rules and the ICE Clear Credit Procedures, the security interest and lien granted hereunder on such Pledged Items will be released immediately without any further action by either party. With respect to Pledged Items credited to the House Margin Account of a Participant constituting Initial Margin, ICE Clear Credit may use, invest or apply such Pledged Items as permitted by the Rules. With respect to Pledged Items credited to the Client Omnibus Margin Account of a Participant, ICE Clear Credit will only have the right to use, invest or apply such Pledged Items as permitted by the Rules and applicable law.

(c) Upon the occurrence of a Default, ICE Clear Credit may exercise all rights of a secured party under applicable law and under these Rules. ICE Clear Credit may, without being required to give any notice, except as may be required by law, sell or otherwise apply any Pledged Items Transferred to, or otherwise under the control of, ICE Clear Credit to satisfy the Participant's Obligations. Notwithstanding the foregoing, ICE Clear Credit may only exercise such rights with respect to, or otherwise dispose of or sell, Pledged Items Transferred in respect of Client-Related Positions and constituting Initial Margin (including Pledged Items Transferred to the Client Omnibus Margin Account) for the purposes of satisfying any outstanding Obligations of a Defaulting Participant in respect of Client-Related Positions and subject to the limitation set forth in subsection (h) below. Upon any such sale, ICE Clear Credit shall have the right to deliver, assign and transfer to the purchaser thereof the Pledged Items so sold. Each purchaser at any such sale shall hold the Pledged Items so sold to it absolutely and free from any claim or right of whatsoever kind, including any equity or right of redemption of the Participant which may be waived, and the Participant, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted.

(d) Each Participant represents that it is the sole owner of or otherwise has the right to Transfer to ICE Clear Credit the Pledged Items subject to the foregoing lien and security interest, free and clear of any security interest, lien, encumbrance or other restrictions in favor of any other person, and agrees not to create or permit to exist any such security interest, lien, encumbrance or other restrictions. The preceding sentence shall not preclude a Participant from Transferring to ICE Clear Credit Pledged Items that were provided to Participant by a Non-Participant Party and in which the Non-Participant Party has granted the Participant a

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security interest to secure the Non-Participant Party's obligations to the Participant in respect of Client-Related Positions; provided that Participant agrees that any such security interest in favor of Participant is in all respects subject to the rights of ICE Clear Credit in respect of such Pledged Items hereunder and Participant shall not, and shall not attempt to (i) exercise any rights or remedies or bring any proceeding or action with respect to such Pledged Items until such Pledged Items are released from the lien and security interest of ICE Clear Credit hereunder or (ii) otherwise interfere with, delay the exercise of or take any action to affect ICE Clear Credit's rights hereunder with respect to such Pledged Items. Each Participant agrees to take any action reasonably requested by ICE Clear Credit that may be necessary or desirable for ICE Clear Credit to create, preserve, perfect or validate the foregoing lien and security interest or to enable ICE Clear Credit to exercise or enforce its rights with respect thereto. With respect to any Pledged Items consisting of securities and other financial assets Transferred by ICE Clear Credit under the terms of these Rules, each Participant agrees it will accept securities and financial assets of the same issuer, type, nominal value, description and amount as those securities and financial assets initially Transferred by such Participant to ICE Clear Credit.

(e) (i) Each Participant agrees that all right, title and interest in and to any cash Transferred by such Participant to ICE Clear Credit under the terms of these Rules as Mark-to-Market Margin shall vest in ICE Clear Credit free and clear of any liens, claims, charges or encumbrances, and shall constitute a settlement payment for all purposes under the Rules as provided in Rule 401(k) in respect of the relevant Contracts; provided that with respect to such cash Transferred in respect of Client-Related Positions, ICE Clear Credit shall only use such cash in accordance with applicable law.

(ii) Subject to subsection (f) below, ICE Clear Credit agrees that all right, title and interest in and to any cash Transferred by ICE Clear Credit to a Participant under the terms of these Rules and not used by or on behalf of the Participant to satisfy a Margin Requirement shall vest in such Participant free and clear of any liens, claims, charges or encumbrances.

(f) With respect to Pledged Items Transferred to the Client Omnibus Margin Account of a Participant under Rule 406, ICE Clear Credit agrees that such Pledged Items, together with any proceeds thereof, shall constitute customer property held for the benefit of the Non-Participant Parties of Participant in accordance with applicable law and Rule 406, subject to the security interest and lien of ICE Clear Credit pursuant to subsection (b). For the avoidance of doubt, each Participant shall be obligated to Transfer Margin to ICE Clear Credit in respect of Client-Related Positions in accordance with these Rules notwithstanding any failure of a Non-Participant Party to provide such Participant with related margin in respect of such Client-Related Position.

(g) Where a Participant makes a partial Transfer of the Margin required to be Transferred on any date to ICE Clear Credit in respect of both Client-Related

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Positions and House Positions, such Margin shall be applied first to the outstanding Margin Requirement in respect of the Client-Related Positions until satisfied and thereafter to the outstanding Margin Requirement in respect of the House Positions, notwithstanding any designation made by the Participant as to the application of such Margin.

(h) Notwithstanding anything to the contrary herein, ICE Clear Credit shall only be permitted to use, apply or otherwise exercise rights pursuant to subsections (a), (b) and (c) above with respect to Cash Margin and Pledged Items (or the proceeds thereof) posted in respect of Client-Related Positions and constituting Initial Margin to the extent permitted under applicable law, including without limitation CFTC Rule 22.15 (and interpretations of the CFTC or its staff in respect thereof). For the avoidance of doubt, but subject to the foregoing sentence, ICE Clear Credit shall be permitted to select the specific assets so used or applied.

(i) Intentionally omitted.

(j) ICE Clear Credit may (i) invest Initial Margin in the form of cash in accordance with its investment policies and applicable law and (ii) in connection with a Participant default, use any Participant's cash, securities or other property (whether or not such Participant is itself in default) constituting Initial Margin for its House Account from time to time to support liquidity arrangements (including borrowing, repurchase transactions, exchange of Initial Margin for other assets or similar transactions) of ICE Clear Credit relating to payment obligations of ICE Clear Credit, in a manner consistent with ICE Clear Credit's Procedures and applicable law, including by way of assignment, transfer, exchange, pledge, repledge or creation of a lien on or security interest in such Initial Margin, under which equivalent value is provided for such Initial Margin and such equivalent value will be held as Initial Margin and used or applied by ICE Clear Credit solely for the purposes for which Initial Margin in the House Account may be used pursuant to these Rules. Without limiting the foregoing, ICE Clear Credit may on a temporary basis and in connection with a Participant default (A) exchange any Participant's Initial Margin in its House Account held in the form of cash for securities of equivalent value, and/or (B) exchange a Participant's Initial Margin in its House Account held in the form of cash in one currency for cash of equivalent value in a different currency, in each case on such terms as ICE Clear Credit may determine in accordance with ICE Clear Credit Procedures. ICE Clear Credit will reverse any such exchange involving a Participant's Initial Margin in its House Account as soon as practicable following the conclusion of the event requiring the exchange of a Participant's Initial Margin for liquidity purposes. Prior to the occurrence of a Default with respect to a Participant, ICE Clear Credit may use, invest or apply the Initial Margin of such Participant only as set forth in this Rule 402(j) or the last sentence of Rule 402(a). This Rule 402(j) shall not be deemed to limit ICE Clear Credit's rights to use or apply a Participant's Initial Margin as permitted in the Rules, under applicable law or otherwise following the occurrence of a Default of that Participant.

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(k) Solely with respect to Initial Margin in the form of cash that is provided by a Participant in respect of its Client Origin Account, such Participant will instruct ICE Clear Credit, in a manner to be specified by ICE Clear Credit (including by way of a standing instruction), whether or not ICE Clear Credit shall invest such cash Initial Margin (a Participant that instructs or is deemed to have instructed ICE Clear Credit to so invest such cash Initial Margin, an "**Investing Participant**"). If ICE Clear Credit is instructed to invest such cash Initial Margin, ICE Clear Credit will invest such cash in accordance with these Rules and in the manner and to the extent provided in its investment policies and applicable law. If ICE Clear Credit is instructed not to invest such cash, such cash Initial Margin will be held in a deposit account with a Custodian in accordance with ICE Clear Credit's investment policies. If a Participant does not provide such instruction, (i) with respect to U.S. dollar cash Initial Margin, the Participant will be deemed to have instructed ICE Clear Credit not to invest such margin, and (ii) with respect to cash Initial Margin in any other currency, the Participant will be deemed to have instructed ICE Clear Credit to invest such margin to the extent permissible under applicable law and otherwise not to invest such margin.

403. Initial Margin.

"**Initial Margin**" shall consist of the Margin Categories listed in this Rule (collectively, the "**Initial Margin Categories**"). With respect to each Initial Margin Category, ICE Clear Credit shall determine the Margin Requirement pursuant to one or more methodologies established by ICE Clear Credit from time to time in the ICE Clear Credit Procedures. To protect itself and the other Participants, ICE Clear Credit may deviate from applying the methodologies uniformly to each Participant if ICE Clear Credit determines it appropriate to do so for risk management purposes in accordance with the ICE Clear Credit Procedures. Margin Requirements with respect to an Initial Margin Category shall be expressed as a positive number or as zero, as applicable.

(a) "**Portfolio Risk Margin**" means the Margin ICE Clear Credit requires related to the size and risk of a Participant's Open Positions.

(b) "**Physical Settlement Margin**" means the Margin ICE Clear Credit requires to secure a Participant's obligations in respect of a CDS Contract that is subject to Physical Settlement.

(c) "**Super or Special Margin**" means additional Margin ICE Clear Credit may require for any purpose at any time and from time to time in its sole discretion.

The methodology for determining Initial Margin shall incorporate, among other relevant factors, and as more fully set out in the ICE Clear Credit Procedures from time to time, (i) a minimum 5-day time horizon for the liquidation period (for both House Positions and Client-Related Positions) and (ii) one or more measures designed to limit procyclicality, including by avoiding when possible disruptive or big step changes in margin requirements and by establishing transparent and predictable procedures for adjusting margin requirements in response to changing market conditions. At all times, the

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measures designed to limit procyclicality will demonstrably meet or exceed the requirements of measures designed to limit procyclicality that either: (i) incorporate a ten year historical look-back period for computing Initial Margin; or (ii) assign at least 25% weight to stressed observations in a look-back period beginning on April 1, 2007.

404. Mark-to-Market Margin.

(a) "**Mark-to-Market Margin**" means the Margin required as a result of the market value of a Participant's Open Positions. Each currency in which Contracts are denominated shall be treated as a separate Margin Category (each, a "**Mark-to-Market Margin Category**"). With respect to a Participant, the Margin Requirement for a Mark-to-Market Margin Category shall be the sum of the value of each Open Position in such Margin Category, determined by ICE Clear Credit by the application of the Mark-to-Market Price for the relevant Contract (expressed as a positive number if owed by the Participant and a negative number if owed by ICE Clear Credit). Margin Requirements with respect to a Mark-to-Market Margin Category shall be expressed as a positive or negative number or as zero, as applicable.

(b) "**Mark-to-Market Price**" means, for each Contract, the price determined in the manner designated by ICE Clear Credit for such Contract from time to time in the ICE Clear Credit Procedures. Notwithstanding the foregoing, when deemed necessary by ICE Clear Credit in order to protect the respective interests of ICE Clear Credit and Participants, ICE Clear Credit may set the Mark-to-Market Price for any Contract at a price deemed appropriate by ICE Clear Credit under the circumstances. When ICE Clear Credit determines that circumstances necessitate the application of the preceding sentence, the reasons for that determination and the basis for the establishment of the Mark-to-Market Price in such circumstances shall be recorded as provided in the ICE Clear Credit Procedures. To aid in the establishment of Mark-to-Market Prices, Participants are required to submit end of day prices in accordance with the ICE Clear Credit Procedures. The submission of those prices may result in a bilateral transaction which will subsequently be cleared in accordance with the ICE Clear Credit Procedures.

(c) "**Mark-to-Market Margin Balance**" means, with respect to a Participant and a Mark-to-Market Margin Category, as of any time of determination, a sum equal to (i) the aggregate Value of the Margin Transferred by the Participant to ICE Clear Credit as Margin for such Mark-to-Market Margin Category minus the Value of the Margin Transferred by ICE Clear Credit to the Participant as Margin for such Mark-to-Market Margin Category, in each case prior to such time of determination.

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405. Intentionally Omitted.

406. Certain Requirements with Respect to Client-Related Positions of FCM Participants and Broker-Dealer Participants.

The provisions of this Rule 406 shall apply to Participants that are FCMs and/or Broker-Dealers in respect of Client-Related Positions. Without limiting Rule 312, ICE Clear Credit shall have no obligation or liability to any Non-Participant Party in respect of a Client-Related Position or any transaction, agreement or arrangement between a Participant and any Non-Participant Party. For the avoidance of doubt, Participants carrying Client-Related Positions that are swaps must be FCMs, and Participants carrying Client-Related Positions that are security-based swaps must be Broker-Dealers.

(a) The relationship between a Non-Participant Party and a Participant in respect of Client-Related Positions for that Non-Participant Party shall be documented pursuant to and governed by a futures account agreement or clearing agreement (or equivalent document) agreed between such parties ("**Customer Account Agreement**"), subject to the applicable provisions of the Rules.

(b) A Participant shall require each Non-Participant Party to provide margin or collateral ("**Non-Participant Collateral**") in an amount no less than the amount of Margin of each applicable Margin Category required on a gross basis by ICE Clear Credit with respect to the relevant Client-Related Position(s) and that is commensurate with the risk presented by such Non-Participant Party; provided that Participant shall identify Non-Participant Parties (or certain categories of Non-Participant Parties) with heightened risk profiles and collect margin from each such Non-Participant Party (or category of Non-Participant Party) at a level that exceeds 100% of the amount of Margin of each applicable Margin Category required on a gross basis by ICE Clear Credit, by such amount as is commensurate with the risk presented by each such Non-Participant Party (or category of Non-Participant Party). For this purpose, "gross basis" shall mean that the margin requirement will be determined giving effect to any offset of such Client-Related Positions against Client-Related Positions relating to the same Non-Participant Party, but without any offset of such Client-Related Positions against Client-Related Positions relating to a different Non-Participant Party.

(c) (i) A Participant shall receive, hold and use all Non-Participant Collateral only as permitted under CEA Section 4d(f) and the rules thereunder (including Part 22 of the CFTC Regulations and any interpretations thereof by the CFTC or its staff) and Securities Exchange Act Sections 3E(b) and/or 15(c)(3) and the rules thereunder, as applicable, and to the extent not inconsistent with the foregoing, as set forth in these Rules and the ICE Clear Credit Procedures (the "**Swap Customer Segregation Requirements**"). All property Transferred to ICE Clear Credit by Participant on behalf of Non-Participant Parties as Initial Margin shall be held in the Client Omnibus Margin Account of such Participant as cleared swaps customer property in accordance with the Swap Customer Segregation

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Requirements. Pursuant to this Rule, Participant shall satisfy the requirement to obtain any segregation acknowledgement letter from ICE Clear Credit under the Swap Customer Segregation Requirements.

(ii) Without limiting subsection (c)(i) above, the Client-Related Positions (including, solely to the extent permitted by applicable rules, orders or exemptions of the CFTC and SEC, Client-Related Positions that are security-based swaps) and related Non-Participant Collateral shall be part of the cleared swaps account class for purposes of Part 190 of the CFTC regulations.

(d) Property held in the Client Omnibus Margin Account may only be applied in respect of Client-Related Positions as provided in these Rules and only to the extent permitted by the Swap Customer Segregation Requirements (including CFTC Rule 22.15).

(e) ICE Clear Credit shall pass through to the relevant Participant the return on any assets in the Client Omnibus Margin Account (including any return provided by ICE Clear Credit on Cash therein), less administrative costs as determined by ICE Clear Credit.

(f) In connection with any Client-Related Position and related Non-Participant Collateral, Participant shall keep and maintain written records required by the Swap Customer Segregation Requirements. Each Participant shall provide such reports to ICE Clear Credit with respect to Non-Participant Parties and their related Client-Related Positions and Non-Participant Collateral as and when required under the Swap Customer Segregation Requirements and otherwise upon request of ICE Clear Credit and upon such other basis, if any, as is provided in the ICE Clear Credit Procedures.

(g) ICE Clear Credit shall have no duties or responsibilities with respect to the Client Omnibus Margin Account except as expressly set forth in these Rules and applicable law. ICE Clear Credit shall have no responsibility for any investment decisions by a Participant (or any other Person) with respect to assets in the Client Omnibus Margin Account or for the results of any such investments and shall have no obligation to monitor the value of the assets in the Client Omnibus Margin Account or any requirements set forth in any applicable agreement between Participant and a Non-Participant Party. ICE Clear Credit shall have no responsibility for the compliance by any Participant or Non-Participant Party with its obligations under any such agreement. ICE Clear Credit shall be under no obligation to inquire into, and shall be fully protected in relying on, any instructions or directions with respect to the Client Omnibus Margin Account or the assets therein or transferred thereto or therefrom under these Rules received from a Person ICE Clear Credit believes to be authorized to act on behalf of the appropriate Participant. In no event shall a Non-Participant Party attempt to interfere with the ability of ICE Clear Credit to exercise its rights as set forth in the Rules.

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(h) Except with respect to Client-Related Positions resulting from transactions entered into on a designated contract market or national securities exchange, each Non-Participant Party for which a Participant clears a Client-Related Position must be an “eligible contract participant” as defined in the CEA.

(i) Each Non-Participant Party consents to the disclosure by its Participant to ICE Clear Credit of such Non-Participant Party’s identity and information concerning the Client-Related Positions held by such Participant for such Non-Participant Party and related margin as set forth in the Rules.

(j) Each Non-Participant Party consents and agrees that in the event a Default has occurred with respect to its Participant or in the event of the insolvency of the Participant, (i) the Participant (or its receiver, insolvency trustee or similar official) and/or ICE Clear Credit shall be entitled to attempt to transfer its Client-Related Positions in accordance with Part 190 of the CFTC regulations, other applicable law and the Default Portability Rules, (ii) such Non-Participant Party appoints ICE Clear Credit as its lawful agent and attorney-in-fact to take such actions on behalf of the Non-Participant Party as ICE Clear Credit determines necessary or appropriate in order to effectuate the Default Portability Rules with respect to the Client-Related Positions carried by the Participant for such Non-Participant Party, including executing any document or instrument with respect to the transfer of the Client-Related Positions and/or exercising rights and remedies to transfer such positions; (iii) the Non-Participant Party shall take no action, including but not limited to attempting to obtain a court order, that could interfere with the ability of the Participant, any receiver, insolvency trustee or similar official, or ICE Clear Credit to take action contemplated by its Rules, including, without limitation, the transfer of positions and the transfer of related margin or collateral; (iv) any determination made by ICE Clear Credit with respect to the termination value of a Client-Related Position under the Rules shall be conclusive and binding absent manifest error and (v) any amount payable by such Non-Participant Party in respect of the termination of a Client-Related Position held by the Defaulting Participant for such Non-Participant Party shall not be netted or offset against any amount owed by such Participant to such Non-Participant Party under any other agreement or instrument and shall be paid directly to or as directed by ICE Clear Credit.

(k) Each Participant shall be required to obtain the agreement of each Non-Participant Party to the provisions of the Rules applicable to or otherwise referring to Non-Participant Parties (including Rule 312 and this Rule 406) and hereby represents and warrants to ICE Clear Credit that it has obtained such agreement.

(l) ICE Clear Credit will not accept the deposit of Margin from a Participant in respect of Client-Related Positions in excess of the amount required by ICE Clear Credit, within the meaning of CFTC Rule 22.13(c). For the avoidance of doubt, any Margin deposited with ICE Clear Credit that subsequently exceeds the amount required by ICE Clear Credit as a result of a change in the amount

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required or a change in the Value of such Margin will become available for withdrawal in accordance with Rule 401.

407. UK and European Issues

(a) For the purposes of this Rule 407 only:

(i) "**Offer to the Public**" in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable an investor to decide to purchase or subscribe for those Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State;

(ii) "**PD Contract**" means any contract that is a Security and which is (A) a contract cleared or proposed to be cleared by ICE Clear Credit; or (B) a contract in relation to which ICE Clear Credit provides or proposes to provide services as collateral agent; or (C) a contract on terms identical or similar to a contract falling under (A) or (B);

(iii) "**Prospectus Directive**" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State and any reference to a particular article of the Prospectus Directive shall be deemed to also be a reference to the relevant provision of the relevant implementing measure in each Relevant Member State;

(iv) "**Relevant Member State**" means, in relation to paragraph (b) of this Rule or any of the other definitions in this paragraph (a), any member state of the European Economic Area which has implemented the Prospectus Directive or, in relation to paragraphs (i), (j), (k), (l) and (m) of this Rule, means any member state of the European Economic Area which has implemented the Data Protection Regulation; and

(v) "**Securities**" means 'securities' within the meaning of article 2(1)(a) of the Prospectus Directive as the same may be varied in any Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State.

(b) ICE Clear Credit has not authorized, nor does it authorize, the making of any Offer to the Public of any PD Contract in circumstances in which an obligation arises for ICE Clear Credit, a Participant or any other person to publish or supplement a prospectus for any such offer. Accordingly, Participants shall not make any such Offer to the Public in relation to PD Contracts. Without prejudice to the generality of the foregoing, no Participant shall enter into a PD Contract: (i) with ICE Clear Credit; or (ii) with another Participant pursuant to these Rules; or

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(iii) with any of its customers on a back-to-back basis with a contract falling under (i) or (ii), unless one or more of the following conditions is satisfied:

(A) in the case of any PD Contract to which ICE Clear Credit is a party, the Participant is a "qualified investor" (as defined article 2(1)(e) of the Prospectus Directive);

(B) in the case of any PD Contract to which ICE Clear Credit is not a party, the Participant and its counterparty are both "qualified investors" (as defined in article 2(1)(e) of the Prospectus Directive);

(C) the minimum total consideration is at least €50,000; or

(D) the requirement to publish or supplement a prospectus under the Prospectus Directive otherwise does not apply.

(c) Each Participant shall be deemed to represent and warrant to ICE Clear Credit that it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (as amended, "**FSMA**") with respect to anything done by it in connection with the clearing services provided, and contracts offered, by ICE Clear Credit in, from or otherwise involving the United Kingdom.

(d) Paragraphs (e), (f), (g) and (h) of this Rule shall cease to apply on such date that ICE Clear Credit becomes a recognized overseas clearing house in the United Kingdom.

(e) Participants and other persons are hereby given notice that ICE Clear Credit is not a recognized clearing house or recognized overseas clearing house ("**ROCH**") in the United Kingdom.

(f) These Rules and any other document or material produced by ICE Clear Credit may be distributed only to persons who: (i) are "investment professionals" as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "**Financial Promotion Order**"); (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc") of the Financial Promotion Order; (iii) are outside the United Kingdom in circumstances in which Article 12 of the Financial Promotion Order ("communications to overseas recipients") applies; or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of the FSMA) in connection with the clearing services provided, and contracts offered, by ICE Clear Credit may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**Relevant Persons**"). These Rules and such other documents and materials are directed only at Relevant Persons and must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which these Rules or such other documents or materials

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relate is available only to Relevant Persons and will be engaged in only with Relevant Persons.

(g) Each Participant shall be deemed to represent and warrant to ICE Clear Credit that it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA), received by it in connection with the clearing services provided, or contracts offered, by ICE Clear Credit, in circumstances in which Section 21(1) of the FSMA would not be breached by ICE Clear Credit.

(h) Without prejudice to the generality of paragraphs (f) and (g) of this Rule, Participants shall not enter into any contract with any person that is not a Relevant Person on a back-to-back basis either: (i) with a contract to which ICE Clear Credit is counterparty; or (ii) with a contract to which another Participant is counterparty in circumstances in which ICE Clear Credit provides services as collateral agent.

(i) The provisions of paragraphs (i)-(m) of this Rule shall apply to the extent ICE Clear Credit is a Controller or Processor in respect of Personal Data to which the Data Protection Regulation applies. ICE Clear Credit shall be entitled to Process any Personal Data provided to it by Participants for the purpose of exercising any rights ICE Clear Credit has under these Rules or the Participant Agreement, including Processing required to comply with ICE Clear Credit's legal and regulatory obligations as a clearing house among other legal bases permitted under the Data Protection Regulation.

(j) ICE Clear Credit agrees that it will keep all Personal Data confidential only insofar as this is required under the Participant Agreement and applicable law.

(k) Intentionally omitted.

(l) Each Participant shall ensure that in relation to all Personal Data provided by it to ICE Clear Credit it has a lawful basis for processing the relevant Personal Data in this manner.

(m) For the purposes of Rules 407(i)-(m) only:

(i) the terms "**Processor**," "**Process(ing)**," "**Control**," "**Controller**," "**Data Subject**" and "**Personal Data**" each have the meaning given to such terms in the Data Protection Regulation;

(ii) the term "**Supervisory Authority**" shall mean the data protection authority in the applicable European state; and

(iii) the term "**Data Protection Regulation**" shall mean Regulation (EU) 2016/679 (General Data Protection Regulation) (including any relevant implementing measure or successor legislation thereto).

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(n) Each Participant and ICE Clear Credit acknowledges that any recording of telephone conversations between the trading, clearing and other relevant personnel of the Participant and ICE Clear Credit or their affiliates in connection with the Rules and the Participant Agreement any Contract or Transaction will take place to the extent permitted or required under applicable law.

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5. RISK COMMITTEE

501. The Risk Committee.

ICE Clear Credit shall establish a committee that includes representatives of Participants (the "**Risk Committee**") as provided in Rule 503. Notwithstanding anything to the contrary in these Rules, the Board shall not have any obligation to accept any proposal made by, or take any action proposed by, the Risk Committee, and any deliberation and/or decision by the Board with respect to any such proposal shall be made at the sole discretion of the Board, with no obligation whatsoever to the Risk Committee in respect of such deliberation or decision.

502. Specified Actions.

ICE Clear Credit shall not take nor permit to be taken any of the following actions without prior consultation with the Risk Committee ("**Specified Actions**"):

(a) accept for clearing any types of transactions other than the credit default swaps published by ICE Clear Credit on its website ("**Approved Products**") and, with respect to new Contracts (including for Approved Products) or the then-existing Contracts, establish, impose, make any change or addition to or deletion from or otherwise modify, directly or indirectly, (collectively, "**Modify**" and any such action, a "**Modification**") the Rules, or, to the extent directly and materially relating thereto, the ICE Clear Credit Procedures or any other governing provisions, (the Rules, such ICE Clear Credit Procedures and such other governing provisions, collectively, the "**ICE Provisions**") relating to the specific characteristics of a Contract or make the determination that a proposed Modification to the ICE Provisions relating to the specific characteristics of a Contract is not a Contract Modification (as defined in Rule 616), it being understood that adding new series or versions of an index to an existing Contract or a new coupon or tenor for an existing Contract as contemplated by the Rules governing such Contract shall not be considered a Modification;

(b) (i) Modify the ICE Provisions that relate to Margin, including, without limitation, (A) the methodology for calculating any Margin Requirement or the components thereof, (B) the types of currency or assets that qualify as Eligible Margin or the methodology and discounts for calculating the Value thereof, (C) the methodology for determining the interest rate charged or credited for cash Margin, (D) provisions relating to the application, or the use, rehypothecation or investment, of Margin and (E) provisions relating to Physical Settlement Margin or (ii) Modify the ICE Provisions to include material obligations relating to, or otherwise materially affecting, the manner in which Participants or their Affiliates interact with their customers and/or conduct their business outside of the Participant's direct dealings with ICE Clear Credit, including, without limitation, with respect to margin, collateral or other credit support provided by customers;

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(c) Modify the ICE Provisions that relate to (i) the structure, size or application of the General Guaranty Fund, (ii) the methodology for calculating a Participant's Required Contribution or the components thereof, (iii) the types of currency or assets eligible for, or valuation methodology or discounts applied to, a Participant's Guaranty Fund contribution, (iv) the limit on Assessment Contributions in Rules 803 and 806, (v) the time period for, or means by which, Collateral is returned to a Participant, (vi) the methodology for determining the interest rate credited for Collateral on deposit in the General Guaranty Fund, (vii) the methodology and procedures for applying amounts on deposit in General Guaranty Fund and recoveries related thereto, (viii) provisions relating to the use, rehypothecation or investment of Collateral on deposit in the General Guaranty Fund or (ix) the size, form, timing, investment guidelines, valuation or priority scheme with respect to the ICE Clear Credit Initial Contribution or the ICE Clear Credit Continuing Contribution;

(d) Modify the ICE Provisions that relate to (i) the Closing-out Process, the CDS Default Committee or the other rights and obligations of ICE Clear Credit upon the Default of a Participant or the occurrence of an ICE Clear Credit Default, (ii) the definition of ICE Clear Credit Default or Default or the process required to determine that a Default has occurred, (iii) the definition of Termination Event, the process required to determine that a Termination Event has occurred, or the rights and obligations of ICE Clear Credit upon the occurrence of a Termination Event with respect to a Participant, (iv) the process for dispute resolution or (v) the process for effecting physical settlement of Contracts or the allocation methodology relating thereto;

(e) Modify the ICE Provisions that relate to (i) ICE Clear Credit or any other Person seeking the consent of, or engaging in consultation with, the Risk Committee or any other specified body or other Person, (ii) the delegation of responsibility for an action or determination to a Person other than ICE Clear Credit, (iii) ICE Clear Credit or any other Person applying a particular standard for an action or determination, including, without limitation, Rule 615 (or any successor Rule thereto) or (iv) Chapter 7 of these Rules (or any successor Chapter thereto);

(f) Modify the ICE Provisions that relate to open access to the clearing system operated by ICE Clear Credit in accordance with these Rules for all execution venues and all Trade processing platforms, as contemplated by Rule 314 (or any successor Rule thereto);

(g) Modify this Chapter of the Rules or Modify any other Risk Committee Provisions (as defined in Rule 504); and

(h) Any action that must be submitted to the Risk Management Subcommittee under Rule 510.

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503. Composition of the Risk Committee; Confidentiality.

(a) The composition of the Risk Committee shall be as follows:

(i) The Risk Committee shall consist of twelve members.

(ii) Each member of the Risk Committee shall have risk management experience and expertise and shall be subject to the approval of the Board, such approval not to be unreasonably withheld, conditioned or delayed.

(iii) Three of the members of the Risk Committee shall be comprised of (A) a member of the Board who is independent in accordance with the requirements of each of the New York Stock Exchange listing standards, the U.S. Securities Exchange Act of 1934, as amended, and Intercontinental Exchange, Inc.'s Board of Director Governance Principles (such requirements, the "**Independence Requirements**" and such member, the "**Independent ICE Manager**") and (B) two officers of ICE Clear Credit from among the President, Chief Financial Officer and Chief Risk Officer, each appointed by ICE US Holding Company L.P. (including any successor, the "**ICE Parent**"), a Cayman Islands exempted limited partnership, by written notice to the Board;

(iv) The other nine members of the Risk Committee will be appointed as specified below (the "**Participant Appointees**");

(v) "**Participant Group**" means a Participant and its Affiliates, if any, such that, if two or more Participants are Affiliates, collectively they shall constitute a Participant Group.

(vi) The composition of the Participant Appointees shall be reconstituted on March 14, 2012 and each one year anniversary thereafter (or if any such day is not an ICE Business Day, the next ICE Business Day) as follows (each such date, a "**Risk Committee Reconstitution Date**," and the twelve full consecutive calendar months (including March through February) ending at the calendar month-end prior to a Risk Committee Reconstitution Date, an "**Eligibility Determination Period**") (subject to paragraph (ii) above):

(A) among those Participant Groups that have an incumbent member on the Risk Committee, those Participant Groups that have the six highest Participant Activities for the immediately preceding Eligibility Determination Period (each, a "**Top Six Incumbent Participant Group**") shall have the right to retain such member on the Risk Committee until the next Risk Committee Reconstitution Date;

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(B) among the Participant Groups that are not Top Six Incumbent Participant Groups, the Participant Groups that have the three highest Participant Activities for the immediately preceding Eligibility Determination Period (each, an "**Eligible Participant Group**") shall have the right to appoint or retain, as applicable, a member on the Risk Committee until the next Risk Committee Reconstitution Date;

(C) each Participant Group that has an incumbent member on the Risk Committee but is not entitled to retain such member as provided above shall cause its Risk Committee member to resign or otherwise remove such member from the Risk Committee effective as of the applicable Risk Committee Reconstitution Date; and

(D) each Participant Group that has the right to appoint a member to the Risk Committee as provided above and that does not have an incumbent member on the Risk Committee shall notify the Board in writing on or prior to the applicable Risk Committee Reconstitution Date of the individual appointed by such Participant Group to the Risk Committee; *provided*, *however*, that the failure to provide such notice shall not result in the loss of the right of such Participant Group to appoint a member to the Risk Committee.

(E) "**Participant Activity**" means, for a specified Eligibility Determination Period and with respect to a particular Participant Group, the aggregate volume of Trades during such time submitted to, and accepted for clearing by, ICE Clear Credit by members of such Participant Group, which such volume shall be measured in terms of aggregate notional amount of Trades so submitted and accepted. In the event that a Combination of Participants occurs prior to the applicable Risk Committee Reconstitution Date, all Participant Activity of such Participants (and their Affiliates) shall be aggregated together for purposes of determining the Participant Activity of the resulting Participant Group for the corresponding Eligibility Determination Period.

(F) "**Combination**" means any event in which a Participant (or its Affiliate) obtains Control of another Participant that was previously not an Affiliate of such Participant (or any Person that Controls such other Participant) or a Participant (or any Person that Controls such Participant) is merged with another Participant that was previously not an Affiliate of such Participant (or any Person that Controls such other Participant).

(vii) Intentionally omitted.

(viii) Intentionally omitted.

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(ix) Notwithstanding anything to the contrary herein, if at any time on or after the first Risk Committee Reconstitution Date, there is a Combination involving Participants where more than one of the relevant Participant Groups had the right to appoint a member of the Risk Committee, then, as of the date of consummation of such Combination, (A) such Participant Groups shall, collectively, have the right to appoint only one member of the Risk Committee and the Participant Group resulting from such Combination shall take all actions necessary to remove all but one of their previously appointed members effective as of the date of consummation of the Combination and (B) the vacanc(ies) of the Risk Committee will be filled by Participant Group(s) that had the highest Participant Activit(ies) (over the immediately preceding Eligibility Determination Period) among those Participants that, as of the date of consummation of such Combination, did not have the right to appoint a member to the Risk Committee (in order of the level of such Participant Activity, from highest to lowest) effective as of the date of consummation of such Combination.

(x) Notwithstanding anything to the contrary herein, if at any time all Participants in a Participant Group with the right to appoint a member of the Risk Committee are in Default or have had their status as Participant terminated as a result of being a Retiring Participant, (A) such Participant Group shall immediately lose the right to appoint a member to the Risk Committee and (B) at the date of such Default or termination, the Participant Group that had the highest Participant Activity (over the immediately preceding Eligibility Determination Period) among those Participants that, as of the date of such Default or termination, did not have the right to appoint a member to the Risk Committee, shall have the right to appoint a member to the Risk Committee effective as of the date of such Default or termination.

(xi) A Participant Group may appoint an individual to be a member of the Risk Committee only if such individual is an employee of one of the Participants in such Participant Group or an Affiliate thereof. Any member of the Risk Committee may be removed at any time, with or without cause, by the Participant Group that appointed such member pursuant to this Rule 503. In the event a vacancy occurs on the Risk Committee as a result of the retirement, removal, resignation or death of a member thereof, such vacancy shall be filled by an individual designated by the relevant Participant Group.

(xii) Within five ICE Business Days of the end of each Eligibility Determination Period, ICE Clear Credit shall, based on its books and records, deliver to each Participant Group a good faith determination of the identity of (A) the Top Six Incumbent Participant Groups and (B) the Eligible Participant Groups, and shall inform each of the Top Six Incumbent Participant Groups and the Eligible Participant Groups of its right to appoint a member to the Risk Committee as of the next Risk Committee

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Reconstitution Date pursuant to this Rule; *provided*, *however*, that ICE Clear Credit and its Affiliates, Board and officers shall have no liability with respect to the delivery of such good faith determination. For the sake of clarity, such good faith determination shall identify only the Participant Groups mentioned above, and shall not set forth the Participant Activity levels of such Participant Groups. In the event any Participant Group disputes in good faith ICE Clear Credit's good faith determination of the Top Six Incumbent Participant Groups or the Eligible Participant Groups, the disputing Participant Group and the Risk Committee shall submit such dispute for resolution to PricewaterhouseCoopers LLP (or, if such firm shall decline or is unable to act or is not, at the time of such submission, independent of ICE Clear Credit, the disputing Participant Group or any member of the Risk Committee, to another independent accounting firm of international reputation mutually acceptable to the disputing Participant Group and the Risk Committee) (such firm, the "**Independent Accounting Firm**"), which shall, within 30 ICE Business Days after such submission, determine and report to ICE Clear Credit, the disputing Participant Group and the Risk Committee, and such report shall be final, conclusive and binding on the disputing Participant Group, the Risk Committee and ICE Clear Credit. The disputing Participant Group shall be solely responsible for the fees and disbursements of the Independent Accounting Firm. ICE Clear Credit and its Affiliates, Board and officers shall have no liability in connection with the determination of the Independent Accounting Firm.

(xiii) If, by written agreement of the Risk Committee and the Board, ICE Clear Credit is determined to have established multiple risk pools (each, a "**Risk Pool**"), ICE Clear Credit will create a new and separate risk committee for each such Risk Pool. In such event, (A) each such new risk committee will have, with respect to its Risk Pool, the same rights, responsibilities and operational procedures as the Risk Committee has under this Chapter, and (B) to the extent practicable, the composition of such other risk committee will be determined on the same basis as the Risk Committee is determined hereunder (taking into account, instead, the applicable volume or usage metric with respect to such Risk Pool as determined by the Risk Committee), with the rules for such composition being determined by the Board, in consultation with the Risk Committee.

(xiv) No member of the Risk Committee may be subject to statutory disqualification under CEA Section 8a(2) or Section 3(a)(39) of the Securities Exchange Act, or other applicable CFTC or SEC regulations.

(b) Each Participant whose Participant Group appoints a member of the Risk Committee shall, prior to participation in the Risk Committee, execute a confidentiality agreement substantially in the form of the agreement attached as Schedule 503 to these Rules and cause its Risk Committee member to execute an acknowledgement of his or her confidentiality obligations in a form reasonably

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prescribed by ICE Clear Credit and each such Participant and Risk Committee member shall comply with the confidentiality obligations thereunder.

504. Change of Control of ICE Clear Credit.

No change of control or sale (whether by merger, consolidation, stock sale, membership interest sale or sale, license or other disposition of all or substantially all of the assets or otherwise) of Intercontinental Exchange, Inc., a Delaware corporation, ICE Clear Credit or the ICE Parent, in each case either directly or indirectly, will affect or alter in any manner the responsibilities, rights or operations of the Risk Committee or the manner in which the Risk Committee is constituted as set forth in the Rules (the "**Risk Committee Provisions**"), and the Risk Committee Provisions shall survive any such change in control or sale. The foregoing shall apply, *mutatis mutandis*, to any subsequent change of control or sale of the acquiring or surviving Person resulting from any such previous change of control or sale.

505. Actions by the Risk Committee.

(a) Except as provided in Rule 508, all decisions and recommendations made by the Risk Committee shall be made at a meeting by majority vote of members. When providing to ICE Clear Credit or the Board a decision or recommendation made by the Risk Committee, the Risk Committee shall identify each member that participated and how such member voted.

(b) A majority of the Risk Committee, which must include at least half of the Participant Appointees, shall constitute a quorum at a meeting of the Risk Committee. In the event that a member of the Risk Committee is unable to attend or participate in any meeting of the Risk Committee, the Participant that designated such member of the Risk Committee may appoint an alternate to attend such meetings and to participate in the deliberations of such meetings. Such alternate will be permitted to vote on behalf of the absent member of the Risk Committee and will be considered an attendee of any meetings for the purposes of constituting a quorum.

(c) The Risk Committee will be chaired by the Independent ICE Manager.

(d) Any action required or permitted to be taken by the Risk Committee, either at a meeting or otherwise, may be taken without a meeting if the members of the Risk Committee, by unanimous action, consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Risk Committee. Written notice of the action to be taken by written consent shall be given by any member of the Risk Committee who joined in such consent (as determined by the members of the Risk Committee who joined in such consent) to all other members of the Risk Committee and the Board within five ICE Business Days following the taking of any such action.

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506. Fiduciary Duties; Limitation of Liability of the Risk Committee.

No member of the Risk Committee and no member of a Participant Group that appoints such a member to the Risk Committee (each, a "**Protected Person**") shall, to the fullest extent permitted by applicable law, have any fiduciary duties otherwise existing at law or equity to ICE Clear Credit, the ICE Parent, any directors, managers or officers of either, the Participants or any other Person by reason of such service on the Risk Committee or the appointment of a member to the Risk Committee. Notwithstanding anything to the contrary in the Rules, to the extent that, at law or in equity, a Protected Person has duties (including fiduciary duties) and liabilities relating thereto to ICE Clear Credit, the ICE Parent, any directors, managers or officers of either, the Participants or any other Person, such Protected Person acting under the Rules shall not be liable to ICE Clear Credit, the ICE Parent, any directors, managers or officers of either, the Participants or any other Person for breach of fiduciary duty for its good faith reliance on the provisions of the Rules. The Rules, to the extent that they restrict the duties (including fiduciary duties) and liability of a Protected Person otherwise existing at law or in equity, are agreed by ICE Clear Credit and the ICE Parent to replace such other duties and liabilities of such Protected Person.

507. Meetings of the Risk Committee.

(a) The Board or any two members of the Risk Committee may call for a meeting of the Risk Committee. The Risk Committee shall meet no less frequently than quarterly. Meetings of the Risk Committee shall be at such place and time as shall be determined by the party or parties that called the meeting. Not fewer than five ICE Business Days before each such meeting, the party or parties that called the meeting shall provide to each member of the Risk Committee (i) notice of such meeting, (ii) an agenda specifying in reasonable detail the matters to be discussed at such meeting and (iii) proposals or other written materials providing background in reasonable detail regarding the agenda items. Any member of the Risk Committee that wishes to have any additional matter discussed at any such meeting shall give to the party or parties that called the meeting and each other member of the Risk Committee notice of, and reasonable detail regarding, each matter it so wishes to discuss not fewer than two ICE Business Days prior to any such meeting. Emergency meetings of the Risk Committee may be called by any one or more members of the Risk Committee upon not less than one ICE Business Day's telephonic or electronic notice by such member(s) of the Risk Committee to all other members of the Risk Committee specifying in reasonable detail the nature of such emergency, the business to be transacted at such meeting and the location of such emergency meeting (in the case of telephonic notice, to be confirmed by written facsimile or email notice) by any member of the Risk Committee. Emergency meetings of the Risk Committee may be held at the offices of ICE Clear Credit or such other place as shall be determined by the Independent ICE Manager, as the chair. In the event a quorum of the Risk Committee (as provided in Rule 505) for any meeting other than an emergency meeting is not present, such meeting shall be adjourned and the party or parties that called the meeting shall provide no less than two ICE Business Days'

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second telephonic or electronic notice to the members of the Risk Committee of the reconvening of such adjourned meeting (in the case of telephonic notice, to be confirmed by written facsimile or email notice). In the event a quorum of the Risk Committee (as provided in Rule 505) for an emergency meeting is not present, such meeting shall be adjourned and the party or parties that called the meeting shall provide no less than twelve hours' second telephonic or electronic notice to the members of the Risk Committee of the reconvening of such adjourned emergency meeting (to be confirmed by written facsimile or email notice). In the event a quorum was not present at the adjourned meeting and is not present for the reconvening of such adjourned meeting, and a particular member of the Risk Committee and/or its alternate was not present at the adjourned meeting and that particular member and/or its alternate is not present for the reconvening of such adjourned meeting, such reconvening of the adjourned meeting of the Risk Committee shall not require the presence of such absent member or its alternate for a quorum. For purposes of the required vote for any action at the reconvening of the adjourned meeting, the size of the Risk Committee shall be deemed to have been reduced by the number of such member(s) or alternate(s) of the Risk Committee who was/were not present for either the adjourned meeting or the reconvening of such adjourned meeting.

(b) Members of the Risk Committee may participate in a meeting of the Risk Committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting, except where a member of the Risk Committee participates in the meeting for the express purpose of objecting, at the beginning of such meeting, to any business on the ground that such meeting was called or convened in violation of these Rules or any applicable law. ICE Clear Credit shall make participation by means of a conference telephone or similar communications equipment available to all members of the Risk Committee at all meetings of the Risk Committee; *provided* that all meetings must be held in the United States.

(c) Any member of the Risk Committee that is entitled to notice of a meeting of the Risk Committee may waive such notice in writing, whether before or after the time of such meeting. Attendance by a member of the Risk Committee at a meeting thereof shall constitute a waiver of notice of such meeting by such member, except when such member attends such meeting for the express purpose of objecting, at the beginning of such meeting, to the transaction of any business at such meeting because such meeting is called or convened in violation of the Rules or any applicable law.

(d) The decisions, recommendations and resolutions of the Risk Committee shall be reported in minutes, which shall state the date, time and place of the meeting (or the date of the written consent in lieu of meeting), the members of the Risk Committee present at the meeting, the resolutions put to a vote (or the subject of a written consent) and the results of such voting (or written consent). The minutes shall be entered in a minute book kept at the principal office of ICE Clear

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Credit and a copy of the minutes shall be provided to each member of the Risk Committee and the Board.

508. Risk Committee Board Appointees.

(a) The Risk Committee shall have the authority to designate to ICE Parent in writing four members for election to the Board (the "**Risk Committee Board Appointees**"), two of whom must satisfy the Independence Requirements (the "**Independent Risk Committee Appointees**"). The Risk Committee shall seek to ensure that the two Risk Committee Board Appointees that do not satisfy the Independence Requirements are senior executives, preferably employed by the ultimate Parent (as defined in Rule 201) of a Participant, that have broad experience in corporate governance, management oversight and financial markets (including with respect to matters other than credit derivatives).

(b) The Risk Committee Board Appointees shall be selected by majority vote of the Participant Appointees from a slate of individuals nominated by one or more Participant Appointees. Risk Committee Board Appointees shall serve in such capacity for the same term as the other members of the Board. The Risk Committee may instruct ICE Parent in writing to remove a Risk Committee Board Appointee from the Board at any time and for any reason by a majority vote of the Participant Appointees. The Risk Committee shall instruct ICE Parent in writing to remove an Independent Risk Committee Appointee from the Board promptly following the date that the Risk Committee becomes aware that such appointee ceases to satisfy the Independence Requirements during the appointee's membership on the Board. The Risk Committee shall instruct ICE Parent in writing to remove a Risk Committee Board Appointee who is an employee of a Participant or Affiliate of a Participant promptly following the date that the Risk Committee becomes aware that such Participant is in Default or becomes a Retiring Participant. Upon any vacancy in the Risk Committee Board Appointees due to removal pursuant to this subparagraph or the resignation, death or incapacity of a Risk Committee Board Appointee, the Risk Committee shall convene as soon as reasonably practicable to instruct ICE Parent in writing to fill such vacancy in accordance with this Rule.

(c) The Risk Committee shall be entitled to consult with ICE Parent prior to ICE Parent appointing any member of the Board (other than a Risk Committee Board Appointee) who was not a member of the Board on the date on which ICE Clear Credit (or its predecessor) first accepted Contracts for clearing, with respect to the skills and experience of such proposed member.

509. The Risk Management Subcommittee.

ICE Clear Credit shall establish a subcommittee of the Risk Committee (the "**Risk Management Subcommittee**") composed of members as provided in Rule 511. Notwithstanding anything to the contrary in these Rules, the Board shall not have any obligation to accept any proposal made by, or take any action proposed by, the Risk

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Management Subcommittee, and any deliberation and/or decision by the Board with respect to any such proposal shall be made at the sole discretion of the Board, with no obligation whatsoever to the Risk Management Subcommittee in respect of such deliberation or decision, subject to any reporting requirements to the CFTC under applicable CFTC rules or to the SEC under applicable SEC rules.

510. Subcommittee Specified Actions.

ICE Clear Credit shall not take nor permit to be taken any of the following actions without prior consultation with the Risk Management Subcommittee ("**Subcommittee Specified Actions**"):

(a) Determine products eligible for clearing;

(b) Determine the standards and requirements for initial and continuing Participant eligibility;

(c) Approve or deny (or review approvals or denials of) Participant applications described in Rule 202 (or any successor Rule thereto) or the other ICE Provisions;

(d) Modify this Chapter of the Rules or Modify any of the responsibilities, rights or operations of the Risk Management Subcommittee or the manner in which the Risk Management Subcommittee is constituted as set forth in the Rules.

511. Composition of the Risk Management Subcommittee; Confidentiality.

(a) The composition of the Risk Management Subcommittee shall be as follows:

(i) The Risk Management Subcommittee shall consist of five members.

(ii) Each member of the Risk Management Subcommittee shall have risk management experience and expertise and shall be subject to the approval of the Board, such approval not to be unreasonably withheld, conditioned or delayed.

(iii) Two of the members of the Risk Management Subcommittee shall be members of the Board that meet the Independence Requirements and shall be appointed by the Board ("**Independent ICE Subcommittee Managers**"). The Board must make such finding upon the appointment of the member and as often as necessary in light of all circumstances relevant to such member, but in no case less than annually.

(iv) One member of the Risk Management Subcommittee shall be a Non-Participant Party. Such member will be nominated by the buy-side Advisory Committee of ICE Clear Credit.

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(v) Two of the members of the Risk Management Subcommittee shall be composed of representatives of Participants who are members of the Risk Committee. Such members shall be nominated by the Risk Committee.

(vi) No member of the Risk Management Subcommittee may be subject to statutory disqualification under CEA Section 8a(2) or Section 3(a)(39) of the Securities Exchange Act, or other applicable CFTC or SEC regulations.

(b) Each member of the Risk Management Subcommittee shall, prior to participation in the Risk Management Subcommittee, execute a confidentiality agreement substantially in the form of the agreement attached as Schedule 511 to these Rules.

512. Risk Management Subcommittee Actions; Fiduciary Duties; Limitation of Liability; Meetings.

Rules 504 through 507 hereof shall apply to the Risk Management Subcommittee as though references to the "Risk Committee" are references to the "Risk Management Subcommittee" and references to the "Independent ICE Manager" are references to "Independent ICE Subcommittee Managers", with the following limited exceptions: that for purposes of Rule 505(b), a majority of the Risk Management Subcommittee will be a quorum and that for purposes of Rule 507(a), the Risk Management Subcommittee shall meet when deemed necessary or desirable by the Risk Management Subcommittee or its chairperson.

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6. MISCELLANEOUS

601. Emergencies.

(a) The Board, upon the affirmative vote of the Managers voting at a meeting where a quorum is present, may adopt a resolution in response to an Emergency (as "**Emergency Resolution**") which shall supersede and supplant all contrary or inconsistent resolutions or Rules, except for this Rule and the provisions of Chapter 5; provided that no Emergency Resolution shall alter the maximum liability of Participants with respect to General Guaranty Fund contributions, Replenishment Contributions or Assessment Contributions under Rules 801, 803, 806 or 807 or (except in circumstances in which Rule 809 otherwise applies) give rise to Partial Tear-Up. Unless multiple conflicts of interest would make it impracticable to assemble a quorum promptly, a Manager who has a conflict of interest with respect to the outcome of such a vote (as determined by ICE Clear Credit) shall abstain from deliberating and voting on the matter in question. In the event that ICE Clear Credit is unable to convene a meeting of the Board reasonably promptly, an Eligible Officer may take action pursuant to this Rule (an "**Officer Emergency Action**"), *provided* that ICE Clear Credit shall convene a meeting of the Board as soon as practicable thereafter to ratify or rescind such Officer Emergency Action. ICE Clear Credit shall notify the CFTC and SEC of any action taken by Emergency Resolution or Officer Emergency Action.

(b) Notwithstanding paragraph (a) of this Rule, in the event an Emergency Resolution or an Officer Emergency Action constitutes a Specified Action (as defined in Rule 502) or Subcommittee Specified Action (as defined in Rule 510), there shall be no obligation to consult with the Risk Committee or the Risk Management Subcommittee to the extent that the Board or the Eligible Officer, as applicable, determines in good faith that the delay caused by consulting with the Risk Committee or the Risk Management Subcommittee would create significant risks to the clearing system operated by ICE Clear Credit pursuant to these Rules and the Participants generally; *provided*, *however*, that ICE Clear Credit shall notify the Risk Committee or the Risk Management Subcommittee, as applicable, of such action and the Board shall consult with the Risk Committee or the Risk Management Subcommittee, as applicable, as promptly as practicable, and in any event within three ICE Business Days, after taking such Specified Action to discuss the Specified Action taken and the Board shall take into account such consultation in determining whether to modify or rescind such Specified Action.

(c) An Emergency Resolution or Officer Emergency Action shall expire upon the happening of either of the following events: (i) the Board shall have voted to rescind the Emergency Resolution or Officer Emergency Action; or (ii) 90 days (in the case of an Emergency Resolution) or three ICE Business Days (in the case of an Officer Emergency Action) shall have elapsed since the emergency resolution was adopted.

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(d) All Trades, accounts and Open Positions with ICE Clear Credit, and all Participants shall be subject to the exercise of these Emergency powers by the Board or an Eligible Officer.

(e) As used herein, the term "**Emergency**" shall include, without limitation, (i) the occurrence of an event or circumstance in which, as determined by the Board or the President, market volatility is likely to have an effect on the ability of ICE Clear Credit to arrange for a fair and orderly settlement cycle, and that absent action, the functioning of the clearing system operated by ICE Clear Credit pursuant to these Rules is likely to be impaired, (ii) trading generally on the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Market or the NASDAQ Global Select Market, the Chicago Mercantile Exchange, the Chicago Board of Trade or any other exchange or market relevant to the pricing or trading of Contracts or similar agreements shall have been suspended or limited or minimum prices shall have been established on any such exchanges or markets, (iii) a banking moratorium shall have been declared by the United States Federal, New York State or any European Union member authorities or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration of a national emergency or war, or other calamity or crisis, national or international, in the case of each of the foregoing clauses, the effect of which on financial markets is such as to make it, in the sole judgment of the Board or an Eligible Officer, as applicable, impractical for ICE Clear Credit to continue operating in accordance with these Rules.

(f) Except as otherwise stated in an Emergency Resolution adopted hereunder or an Officer Emergency Action, the powers exercised by ICE Clear Credit under this Rule shall be in addition to and not in derogation of authority granted elsewhere in these Rules to a committee or officer of ICE Clear Credit to take action as specified therein.

602. Physical Emergencies.

In the event the physical functions of ICE Clear Credit are, or are threatened to be, severely and adversely affected by a physical emergency such as, but not limited to, fire or other casualty, bomb threats, substantial inclement weather, power failures, communications breakdowns or transportation breakdowns, the Chairman, a Vice Chairman or the President of ICE Clear Credit or, in their absence, another officer of ICE Clear Credit, is authorized to take such action as he or she shall deem necessary or appropriate to deal with such emergency.

603. Force Majeure.

Notwithstanding any other provision of these Rules, ICE Clear Credit shall not be obligated to perform its obligations under these Rules or any agreement with a Participant relating to Contracts, or to compensate any person for losses occasioned by any delay or failure of performance, to the extent such delay or failure is the result of acts of God, lightning, earthquake, fire, epidemic, landslide, drought, hurricane, tornado,

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storm, explosion, flood, nuclear radiation, act of a public enemy or blockade, insurrection, riot or civil disturbance, strike or labor disturbance, or any other cause beyond ICE Clear Credit's reasonable control (whether or not similar to any of the foregoing).

If ICE Clear Credit shall, as a result of any of the above-described events, fail to perform any of its obligations, such failure shall be excused for a period equal to the period of delay caused by such event. In such an event, ICE Clear Credit shall give written notice thereof to the affected Market or such Participant, as the case may be, as soon as it is reasonably practicable and attempt diligently to remove such condition.

604. Suspension of Rules.

Except as otherwise provided in Chapter 5 of these Rules, the time frames fixed by these Rules, interpretations or policies of ICE Clear Credit for the doing of any act or acts may be extended, or the doing of any act or acts required by these Rules or any interpretations or policies of ICE Clear Credit may be waived, and any provision of these Rules or any interpretations or policies of ICE Clear Credit may be suspended by the Board or by any Eligible Officer whenever, in the judgment of the Board or such Eligible Officer, as applicable, such extension, waiver or suspension is necessary or expedient; *provided* that ICE Clear Credit may not take any action pursuant to this Rule that would, as determined by the Board or such Eligible Officer, as applicable, have a material adverse effect on the majority of Participants and; *provided, further*, that in the event of an Emergency, ICE Clear Credit may not take any action under this Rule and any such extension, waiver or suspension may occur only in accordance with the requirements of Rule 601. Any such extension, waiver or suspension under this Rule may continue in effect after the event or events giving rise thereto but shall not continue in effect for more than three ICE Business Days after the date thereof unless it shall be approved by the Board within such period.

605. [Intentionally Omitted].

606. Fees; Fines and Charges.

(a) Clearing fees and other charges for ICE Clear Credit services shall be as fixed from time to time by ICE Clear Credit with the approval of the Board.

(b) ICE Clear Credit shall have the power to assess fines and charges against Participants for the failure to comply with these Rules or the ICE Clear Credit Procedures; *provided* that such fines or charges may be assessed only in accordance with the process described in Chapter 7 of these Rules.

607. Trading by Employees Prohibited.

(a) No employee of ICE Clear Credit shall:

(i) trade or participate directly or indirectly in any transaction in any Contract, except to the extent necessary to carry out the provisions of Rule 20-605

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or any other Rule that specifies the rights of ICE Clear Credit upon the Default of a Participant, or as otherwise permitted pursuant to an exemption granted in accordance with this Rule; or

(ii) disclose any material, non-public information obtained as a result of such Person's employment with ICE Clear Credit where the employee has or should have a reasonable expectation that the information disclosed may assist another Person in trading any Contract or any similar transaction, underlying asset or any other interest in respect thereof; *provided* that an employee is not prohibited from making disclosures in the course of the employee's duties, or to another self-regulatory organization, court of competent jurisdiction or representative of any agency or department of the federal or state government acting in his or her official capacity.

(b) From time to time, ICE Clear Credit may adopt additional Rules which set forth circumstances under which exemptions from the trading prohibition contained in paragraph (a)(i) will be granted. The effectiveness of such rules and the procedures for administration of such rules shall be governed by applicable law and/or regulations.

608. Forms; Transmission of Data to ICE Clear Credit.

(a) In connection with any transaction or matter handled through, with or by ICE Clear Credit under or pursuant to the Rules, the form of any required list, notice or other document shall be as from time to time prescribed by ICE Clear Credit, and additions to, changes in and elimination of any such forms may be made by ICE Clear Credit at any time in its discretion.

(b) A Participant may execute any document to be delivered to ICE Clear Credit or to any other Participant pursuant to these Rules by means of a mechanically or electronically reproduced facsimile signature of a representative of the Participant; *provided* that the Participant shall have complied with such requirements as may be prescribed by ICE Clear Credit in connection with the use of such facsimile signatures.

609. Just and Equitable Principles of Trade; Acts Detrimental to the Interest or Welfare of ICE Clear Credit.

(a) Subject to the requirements of Rule 615(b), ICE Clear Credit shall have the power to discipline Participants, including by suspension or revocation of clearing privileges, for engaging in conduct inconsistent with just and equitable principles of trade or for any act or practice, or the omission thereof, that violates ICE Clear Credit's rules or procedures (together, "**Prohibited Conduct**").

(b) ICE Clear Credit shall have the power to assess fines or charges against a Participant for engaging in Prohibited Conduct; *provided* that such fines or

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charges may be assessed only in accordance with the process outlined in Chapter 7 of these Rules.

610. Construction in Accordance with New York Law.

These Rules, and all rights and obligations hereunder (including the creation of security interests in the Collateral and Margin), shall be construed in accordance with the internal laws of the State of New York, without giving effect to the conflict of law provisions thereof.

611. Relation to Insolvency Laws.

(a) ICE Clear Credit and each Participant intend that certain provisions of these Rules be interpreted in relation to certain terms (identified by quotation marks) that are used or defined in the "Clearing organization netting" provisions of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("**FDICIA**"), 12 U.S.C. § 4404, as amended, as follows:

(i) ICE Clear Credit is a "clearing organization."

(ii) An obligation of a Participant to make a payment to ICE Clear Credit, or of ICE Clear Credit to make a payment to a Participant, subject to a netting agreement, is a "covered clearing obligation" and a "covered contractual payment obligation."

(iii) An entitlement of a Participant to receive a payment from ICE Clear Credit, or of ICE Clear Credit to receive a payment from a Participant, subject to a netting contract, is a "covered contractual payment entitlement."

(iv) ICE Clear Credit is a "member," and each Participant is a "member."

(v) The amount by which the covered contractual payment entitlements of a Participant or ICE Clear Credit exceed the covered contractual payment obligations of such Participant or ICE Clear Credit after netting under a netting contract is its "net entitlement."

(vi) The amount by which the covered contractual payment obligations of a Participant or ICE Clear Credit exceed the covered contractual payment entitlements of such Participant or ICE Clear Credit after netting under a netting contract is its "net obligation."

(vii) These Rules and any other agreement between ICE Clear Credit and a Participant governing Contracts are a "netting contract" and include "security agreements or arrangements or other credit enhancements related to such netting contract."

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(viii) The rights granted to ICE Clear Credit herein upon the Default of a Participant are all rights that enable ICE Clear Credit to "terminate, liquidate, accelerate and net" the related Open Positions.

(b) ICE Clear Credit and each Participant intend that certain provisions of these Rules be interpreted in relation to certain terms (identified by quotation marks) that are used or defined in Section 11(e) of the Federal Deposit Insurance Act ("**FDIA**"), 12 U.S.C. § 1821(e)(8), as amended, as follows:

(i) Each Open Position is a "swap agreement."

(ii) These Rules and any other agreement between ICE Clear Credit and a Participant governing Contracts constitute a "master agreement" and each security interest granted and each transfer of title provided for herein (including each Participant's grant of a security interest in Margin and Collateral) constitutes a "security agreement or arrangement or other credit enhancement" in connection with or related to a "swap agreement."

(iii) The rights granted to ICE Clear Credit herein upon the Default of a Participant are rights that enable ICE Clear Credit "to cause the termination, liquidation, or acceleration" of the Defaulting Participant's Open Positions and "to offset or net out any termination value, payment amount, or other transfer of" any Open Positions.

(iv) Each Participant's Transfer of Collateral to the General Guaranty Fund constitutes a "security arrangement or other credit enhancement" related to a "swap agreement" and therefore is itself a "swap agreement."

(c) ICE Clear Credit and each Participant intend that certain provisions of these Rules be interpreted in relation to certain terms (identified by quotation marks) that are used or defined in Section 561 and Section 761 of Title 11 of the United States Code, as amended (the "**Bankruptcy Code**"), as follows:

(i) Each Open Position is a "commodity contract".

(ii) These Rules and any other agreement between ICE Clear Credit and a Participant governing Contracts constitute a "master agreement" and each security interest granted and each transfer of title provided for herein (including each Participant's grant of a security interest in Margin and Collateral) constitutes a "security agreement or arrangement or other credit enhancement" related to a "commodity contract."

(iii) The rights granted to ICE Clear Credit herein upon the Default of a Participant are rights that enable ICE Clear Credit "to cause the termination, liquidation, or acceleration" of the Defaulting Participant's Open Positions and "to offset or net out any termination value, payment

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amount, or other transfer obligation arising under or in connection with" any Open Positions.

(iv) Each Participant's Transfer of Collateral to the General Guaranty Fund constitutes a "security arrangement or other credit enhancement" related to a "commodity contract" and therefore is itself a "commodity contract."

(d) ICE Clear Credit and each Participant intend that certain provisions of these Rules be interpreted in relation to certain terms (identified by quotation marks) that are used or defined in Section 561 and Section 741 of Title 11 of the Bankruptcy Code, as follows:

(i) Each Open Position is a "securities contract".

(ii) These Rules and any other agreement between ICE Clear Credit and a Participant governing Contracts constitute a "master agreement" and each security interest granted and each transfer of title provided for herein (including each Participant's grant of a security interest in Margin and Collateral) constitutes a "security agreement or arrangement or other credit enhancement" related to a "securities contract."

(iii) The rights granted to ICE Clear Credit herein upon the Default of a Participant are rights that enable ICE Clear Credit "to cause the termination, liquidation, or acceleration" of the Defaulting Participant's Open Positions and "to offset or net out any termination value, payment amount, or other transfer obligation arising under or in connection with" any Open Positions.

(iv) Each Participant's Transfer of Collateral to the General Guaranty Fund constitutes a "security arrangement or other credit enhancement" related to a "securities contract" and therefore is itself a "securities contract."

(e) ICE Clear Credit and each Participant intend that certain provisions of these Rules be interpreted in relation to certain terms (identified by quotation marks) that are used or defined in Section 210(c) of Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended, as follows:

(i) Each Open Position is a "swap agreement."

(ii) These Rules and any other agreement between ICE Clear Credit and a Participant governing Contracts constitute a "master agreement" and each security interest granted and each transfer of title provided for herein (including each Participant's grant of a security interest in Margin and Collateral) constitutes a "security agreement or arrangement or other credit enhancement" related to a "swap agreement."

(iii) The rights granted to ICE Clear Credit herein upon the Default of a Participant are rights that enable ICE Clear Credit "to cause the

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termination, liquidation, or acceleration" of the Defaulting Participant's Open Positions and "to offset or net out any termination value, payment amount, or other transfer obligation arising under or in connection with" any Open Positions.

(iv) Each Participant's Transfer of Collateral to the General Guaranty Fund constitutes a "security arrangement or other credit enhancement" related to a "swap agreement" and therefore is itself a "swap agreement."

612. Waiver of Setoff.

Notwithstanding any existing or future agreement, except as expressly provided in these Rules or a Contract, each Participant irrevocably waives any and all rights it may have to set off, net, recoup or otherwise withhold or suspend or condition payment or performance of any obligation between ICE Clear Credit and such Participant under these Rules or any Contract against any obligations between ICE Clear Credit and such Participant or any branch or Affiliate of ICE Clear Credit or of such Participant, under any other agreements or otherwise.

613. Taxes.

(a) All payments under these Rules or any Contract will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If ICE Clear Credit or a Participant is so required to deduct or withhold, then ICE Clear Credit or the Participant ("X") will: —

(i) promptly notify the recipient ("Y") of such requirement;

(ii) pay to the relevant authorities the full amount required to be deducted or withheld (in the case of a Participant as X, including the full amount required to be deducted or withheld from any amount paid by the Participant to ICE Clear Credit under Rule 613(b), 613(c) or 613(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;

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

For the purpose of this Rule 613, "**Tax**" shall mean any present or future tax, levy, impost, duty, charge, assessment, or fee of any nature (including interest, penalties, and additions thereto) that is imposed by any government or other taxing authority.

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(b) In the event that any payment made by a Participant to ICE Clear Credit under these Rules or any Contract is subject to deduction or withholding (either at the time of such payment or in the future) for or on account of any Tax (other than a Tax that would not have been imposed in respect of such payment but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and ICE Clear Credit), then the Participant shall pay to ICE Clear Credit an amount (such amount, together with any additional amount paid pursuant to Rule 613(g), the "**Additional Amount**"), in addition to the payment to which ICE Clear Credit is otherwise entitled under these Rules or any Contract, necessary to ensure that the net amount actually received by ICE Clear Credit (free and clear of any such deduction or withholding for or on account of any such Tax, whether assessed against the Participant or ICE Clear Credit), will equal the full amount ICE Clear Credit would have received in the absence of any such deduction or withholding.

However, a Participant will not be required to pay any Additional Amount to ICE Clear Credit under this Rule 613(b) to the extent that it would not be required to be paid but for (i) the failure by ICE Clear Credit to provide to the Participant such forms and documents as required under Rule 613(e), *provided* that this clause (i) shall apply only if (A) the relevant Participant has notified ICE Clear Credit in writing of such failure and (B) ICE Clear Credit has failed to provide such forms or documents within five ICE Business Days after the receipt of such notice; or (ii) the failure of a representation made by ICE Clear Credit pursuant to Section 29.3.2 of the Participant Agreement between ICE Clear Credit and the Participant to be accurate and true (unless the failure under this clause (ii) would not have occurred but for (A) any action taken by a taxing authority, or brought in a court of competent jurisdiction (regardless of whether such action is taken or brought with respect to a party to the relevant Participant Agreement) or (B) a Change in Tax Law, that in each case occurs after ICE Clear Credit and the Participant enter into the relevant Participant Agreement (or, if applicable, the date that ICE Clear Credit and the Participant amend such Participant Agreement to account for such Change in Tax Law)).

In the event that the failure under clause (ii) of the preceding paragraph would not have occurred but for the reasons described under subclause (A) or (B) thereof, ICE Clear Credit shall use commercially reasonable efforts to provide to the Participant a new representation (to the extent that it is appropriate) for the purpose of Section 29.3.2 of the relevant Participant Agreement between ICE Clear Credit and the Participant, promptly after the learning of such failure (so long as the provision of such representation would not, in ICE Clear Credit's judgment, materially prejudice the legal or commercial position of ICE Clear Credit).

For the purpose of this Rule 613, "**Change in Tax Law**" means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law).

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(c) If (i) a Participant is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding from any payment made to ICE Clear Credit under these Rules or any Contract for or on account of any Tax, in respect of which the Participant would be required to pay an Additional Amount to ICE Clear Credit under Rule 613(b); (ii) the Participant does not so deduct or withhold; and (iii) a liability resulting from such Tax is assessed directly against ICE Clear Credit, then, except to the extent the Participant has satisfied or then satisfies the liability resulting from such Tax, the Participant will promptly pay to ICE Clear Credit the amount of such liability (including any related liability for interest, penalties and costs).

(d) If (i) ICE Clear Credit is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding from any payment made to a Participant under these Rules or any Contract for or on account of any Tax; (ii) ICE Clear Credit does not so deduct or withhold; and (iii) a liability resulting from such Tax is assessed directly against ICE Clear Credit, then, except to the extent the Participant has satisfied or then satisfies the liability resulting from such Tax, the Participant will promptly pay to ICE Clear Credit the amount of such liability (including any related liability for interest, penalties and costs).

(e) ICE Clear Credit shall provide to each Participant (i) the tax forms and documents specified in Section 31 of the Participant Agreement between ICE Clear Credit and the Participant and (ii) any other form or document reasonably requested in writing by the Participant in order to allow the Participant to make a payment under these Rules or any Contract without deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document as described in this clause (ii) would not, in ICE Clear Credit's judgment, materially prejudice the legal or commercial position of ICE Clear Credit).

(f) Each Participant shall provide to ICE Clear Credit (i) the tax forms and documents specified in Section 31 of the Participant Agreement between ICE Clear Credit and the Participant and (ii) any other form or document reasonably requested in writing by ICE Clear Credit in order to allow ICE Clear Credit to make a payment under these Rules or any Contract without deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of such Participant). For the avoidance of doubt, in the event that any payment made by ICE Clear Credit to a Participant under these Rules or any Contract is subject to deduction or withholding (either at the time of such payment or in the future) for or on account of any Tax, ICE Clear Credit is not required to pay any additional amount in respect of such deduction or withholding. ICE Clear Credit will, at the Participant's expense, use commercially reasonable efforts to cooperate with a Participant to seek any credit or remission or other relief

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available with respect to any such Tax so deducted or withheld (so long as such cooperation would not, in ICE Clear Credit's judgment, materially prejudice the legal or commercial position of ICE Clear Credit).

(g) Each Participant will pay any stamp, registration, documentation, excise, sales or value added Tax or any other similar Tax levied or imposed upon it or in respect of its execution or performance of any agreement, contract or transaction in connection with these Rules and will indemnify ICE Clear Credit against any such stamp, registration, documentation, excise, sales or value added Tax (to the extent that ICE Clear Credit is not able, in ICE Clear Credit's commercially reasonable judgment, to reclaim or recover such value added Tax) or any other similar Tax levied or imposed upon ICE Clear Credit or in respect of ICE Clear Credit's execution or performance of any agreement, contract or transaction in connection with these Rules. Any payment required to be made by a Participant to ICE Clear Credit under this Rule 613(g) shall include an additional amount equal to any Tax levied or imposed on ICE Clear Credit as a result of the receipt of any payment under this Rule 613(g) (including this sentence).

(h) Each Participant shall promptly notify ICE Clear Credit in writing upon learning that any payment made by ICE Clear Credit to the Participant or by the Participant to ICE Clear Credit under these Rules or any Contract is subject to any Tax, other than any Tax imposed or levied based on the net income of the Participant or ICE Clear Credit, as applicable.

(i) Participants shall not have any termination or other special rights in respect of Contracts or Open Positions as a result of the occurrence of adverse Tax consequences, whether relating to a Change in Tax Law or otherwise, it being understood that Participants may, in accordance with these Rules, submit for clearing Trades with other Participants (including with any Affiliate that is a Participant) that, if accepted, would offset its Open Positions. If so requested by a Participant for the purpose of reducing adverse Tax consequences to such Participant, ICE Clear Credit shall use reasonable efforts to expeditiously review an application for status as a Participant submitted by an Affiliate of such requesting Participant.

614. Audit Rights.

The Participants, acting collectively and not individually, shall have the right, on 30 days' prior written notice, to audit the books and records of ICE Clear Credit on an annual basis; *provided* that the Participants bear their own legal and other expenses with respect to such audits.

615. Determinations by ICE Clear Credit.

(a) Any determination or action that ICE Clear Credit is required or authorized to make or take pursuant to, and any exercise of judgment or discretion under, these Rules or the ICE Clear Credit Procedures shall be made or taken or

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exercised (or not) in good faith and in the best interest of the clearing system operated by ICE Clear Credit pursuant to these Rules and taking into account the views of the Participants and the owners of ICE Clear Credit.

(b) Any determination to suspend or revoke the clearing privileges of a Participant, or to terminate its status as a Participant, granted to ICE Clear Credit pursuant to these Rules or the ICE Clear Credit Procedures, including, without limitation, as provided in Rules 203(a), 207(a) and 609(a), shall be made only with the consent of the Board (in a vote excluding any member who is an employee of such Participant or any Affiliate) after consultation with, and consideration of the views expressed by, the staff of the regulators of ICE Clear Credit and shall not become effective until the ICE Business Day following notice of such suspension, revocation or termination to such Participant. (For the sake of clarity, the determination that a Participant is in Default is distinct from the determination to suspend or revoke the clearing privileges of a Participant, or to terminate its status as a Participant and, accordingly, is not subject to any requirements under these Rules applicable to suspension, revocation or termination.) Prior to such effectiveness, the subject Participant shall, except where such suspension, revocation or termination was recommended by a Hearing Panel or where such termination was based on such Participant being in Default, have the right to deliver notice to ICE Clear Credit contesting such suspension, revocation or termination, in which case such suspension, revocation or termination shall not become effective and the matter shall be deemed to have been referred to a Hearing Panel (as defined in Rule 707) by a Review Subcommittee pursuant to Rule 703(e), whereupon the Hearing Panel shall adjudicate the matter and impose sanctions as provided in Chapter 7 of these Rules (and, for this purpose, the term “Violation” shall be deemed to include the basis for such suspension, revocation or termination and the Hearing Panel may establish a condensed schedule for its adjudication if it determines appropriate under the circumstances). ICE Clear Credit shall provide notice to all Participants as much in advance as reasonably practicable (but in any event at least two hours) prior to any suspension or revocation of clearing privileges or termination of Participant status of a Participant becoming effective, whether by the Board or a Hearing Panel pursuant to Rule 710.

(c) ICE Clear Credit shall provide notice of the imposition of any Trading Activity Limitation or a limitation described in Rule 207(a)(i) on a Participant to the CFTC and SEC before or, if not reasonably practicable to do so, as promptly as reasonably practicable after such imposition.

616. Contract Modification.

(a) ICE Clear Credit may not Modify (as defined in Rule 502) the terms and conditions of a Contract if such Modification would, in the determination of ICE Clear Credit, (i) reasonably be expected to have a material effect on the Mark-to-Market Price (as defined in Rule 404) of such Contract or (ii) materially increase the basis risk of such Contract relative to the over-the-counter agreement

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equivalent to such Contract referred to in Rule 301 (collectively, a "**Contract Modification**") unless ICE Clear Credit provides all Participants at least ten ICE Business Days' notice prior to the effective date of such Contract Modification (a "**Contract Modification Effective Date**"). For the sake of clarity, Modifications to provisions of the Rules or the ICE Clear Credit Procedures relating to Margin, the General Guaranty Fund, Default/Closing-out Process and/or Rules 601 through 604 (or any successor Rules) shall not constitute a Contract Modification and Modifications to Rule 613 or Chapter 21 of these Rules, in each case that would otherwise meet the standards in clauses (i) or (ii) above, shall constitute a Contract Modification.

(b) A Contract Modification shall not apply to Trades or Open Positions in the relevant Contract that have a Novation Time (as defined in Rule 309) on a date prior to the relevant Contract Modification Effective Date and such Trades or Open Positions may not be offset against Trades or Open Positions in the relevant Contract with a Novation Time on or after such Contract Modification Effective Date.

617. Large Trader Reports.

Each Participant shall submit to ICE Credit Clear on a daily basis, and in such manner as shall be prescribed by ICE Clear Credit from time to time, all large trader reports filed with the CFTC by, or on behalf of, Participant pursuant to Part 17 of the CFTC Rules.

618. Notice of Rule Changes.

In the event of any material modification of the Rules, ICE Clear Credit will notify Participants thereof in advance of such proposed modification. This Rule 618 will be without prejudice to Rules 502 and 510.

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7. DISCIPLINARY RULES

700. Definitions.

Unless otherwise indicated, the following terms shall, for the purposes of Chapter 7 of the Rules, have the following meanings:

Answer

The meaning specified in Rule 705(a).

BCC Chairman

The meaning specified in Rule 703(b).

BCC Vice Chairman

The meaning specified in Rule 703(b).

Chief Compliance Officer

The meaning specified in Rule 702(a).

Hearing Date

The meaning specified in Rule 707(a).

Hearing Panel

The meaning specified in Rule 707(a).

Hearing Record

The meaning specified in Rule 711(h).

Missed Submissions

The meaning specified in Rule 702(b).

Notice of Charges

The meaning specified in Rule 704.

Notice of Violation

The meaning specified in Rule 702(e).

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Reply

The meaning specified in Rule 706.

Respondent

The meaning specified in Rule 704.

Review Subcommittee

The meaning specified in Rule 703(c).

701. Jurisdiction.

(a) ICE Clear Credit shall have the authority to initiate and conduct investigations and to prosecute instances of Prohibited Conduct (as defined in Rule 609) and violations of these Rules or the ICE Clear Credit Procedures (such violations, together with instances of Prohibited Conduct, "**Violations**") allegedly committed by Participants and to impose sanctions for such Violations as provided in these Rules.

(b) Each Participant, upon becoming a Participant and thereafter upon any change to the relevant office, shall file with ICE Clear Credit a written notice designating an office within the County of New York for receiving service of documents. If a Participant fails to designate such an office, mailing service to its address on file with ICE Clear Credit shall be good service, and delivery thereof shall be deemed to have occurred as of the date of such mailing.

702. ICE Clear Credit Staff — Powers and Duties.

(a) For purposes of this rule 702, ICE Clear Credit staff shall consist of the ICE Clear Credit chief compliance officer (the "**Chief Compliance Officer**"), other ICE Clear Credit employees, including officers, and such other individuals (who possess the requisite independence) as ICE Clear Credit may hire on a contract basis.

(b) ICE Clear Credit staff shall conduct investigations of possible Violations, prepare written reports respecting such investigations, furnish such reports to the Chief Compliance Officer and Business Conduct Committee and conduct the prosecution of such Violations; provided that instances of a Participant's failure to submit end of day prices in accordance with ICE Clear Credit Procedures ("**Missed Submissions**") are subject to the summary assessment process as outlined in Section 702(e).

(c) ICE Clear Credit staff shall provide the Participant that is the subject of any investigation with a copy of the written report no less than five ICE Business Days prior to distribution of the report to the applicable Review Subcommittee of the Business Conduct Committee and shall provide an opportunity to submit

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written comments regarding or evidence relevant to the report. Any written comments received from the Participant shall either accompany distribution of the report to the Review Subcommittee or shall be furnished to the Review Subcommittee at or before the time of its meeting, depending on the date on which the Participant's comments are received by ICE Clear Credit staff.

(d) If, in any case, the President, the Chief Compliance Officer or another ICE Clear Credit employee designated for this purpose by the Board concludes that a Violation may have occurred, he or she may:

(i) issue a warning letter to the Participant informing it that there may have been a Violation and that such continued activity may result in disciplinary sanctions; *provided* that such warning letter shall indicate that it is neither the finding of a Violation nor a penalty and is subject to the review of the Business Conduct Committee; or

(ii) negotiate and enter into a written settlement agreement with the Participant, whereby the Participant, with or without admitting guilt, may agree to:

(1) a cease and desist order or a reprimand; and/or

(2) a fine of up to ten thousand dollars for each Violation alleged plus the monetary value of any benefit received as a result of the alleged Violation.

Any such written settlement shall be subject to the approval of a Review Subcommittee of the Business Conduct Committee and shall become final and effective pursuant to Rule 714(a).

(e) In the event that ICE Clear Credit staff believes a Missed Submission has occurred, it shall advise the Chief Compliance Officer and commence the following summary assessment process, unless otherwise directed by the Chief Compliance Officer:

(i) At the end of each calendar month, the staff of ICE Clear Credit shall gather relevant details concerning each Missed Submission that it believes occurred during the past month, and prepare and transmit a Notice of Violation letter addressed to the chief compliance officer for CDS (and such other representatives of the Participant as it deems appropriate) setting forth relevant details of such Violation;

(1) Such Notices of Violation shall include information about the date, type, quantity, and assessment amount for the Missed Submission Violation(s) in accordance with the Schedule of Assessments for Missed Price Submissions attached hereto.

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(2) Participants are required to submit end of day prices for each Contract in which they hold a cleared interest in accordance with the ICE Clear Credit Procedures. Participants that hold a cleared interest in one or more Contracts within a single name family are required to provide prices for all benchmark tenors within the family at each coupon cleared by ICE Clear Credit. Participants that hold a cleared interest in one or more Index Swaption Contracts sharing the same underlying index and expiration date are required to provide prices for all Index Swaption Contracts sharing the same underlying index and expiration date. Each price not submitted as required is a Missed Submission.

(ii) A Participant will have fifteen (15) days from the date of the Notice of Violation to dispute it or seek to have it waived or rescinded, after which time the Chief Compliance Officer will consider all relevant information and may either request further details or make a final determination.

(1) If the Participant fails to respond to a Notice of Violation within the timeframe set out therein, the Missed Submission and the stated assessment amount shall immediately be deemed finally determined, without further notice.

(2) A Participant is eligible for one waiver per calendar year for single name Missed Submissions, one waiver per calendar year for index Missed Submissions, and one waiver per calendar year for Index Swaption Missed Submissions. Waivers requested and granted pursuant to this paragraph (e)(ii)(2) are strictly limited to those Missed Submissions caused by technical failures. Participant may request such waiver(s) to be applied against all applicable Missed Submissions for a given instrument class on a given day. The Participant must provide adequate written explanation of the technical failure and plans for remedial actions. The Chief Compliance Officer shall determine whether the requirements of this paragraph (e)(ii)(2) are met and whether a waiver of the Violation and assessment shall be granted. If granted, a waiver shall provide that no assessment amount shall be due. For the avoidance of doubt, a Participant is eligible for one waiver per calendar year for single name Missed Submissions, one waiver per calendar year for index Missed Submissions, and one waiver per calendar year for Index Swaption Missed Submissions; a Participant will not be eligible for additional waivers under this paragraph (e)(ii)(2) and no additional waiver requests by a Participant for a given asset class will be considered by ICE Clear Credit under this paragraph (e)(ii)(2). A waiver granted pursuant to this paragraph (e)(ii)(2) shall not preclude a Participant from being eligible for a waiver under paragraph (e)(ii)(3).

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(3) A Participant shall receive an unconditional waiver for Missed Submission(s) that are due to extraordinary circumstances outside of the Participant's control. The Chief Compliance Officer shall determine whether circumstances are extraordinary and outside of a Participant's control giving due weight to circumstances that involved an act of God or market-wide disruption; provided that, for the avoidance of doubt, technical failure, human error, and similar circumstances unique to the relevant Participant are not considered circumstances outside of a Participant's control. For the avoidance of doubt, a waiver granted pursuant to this paragraph (e)(ii)(3) shall not preclude a Participant from being eligible for a waiver under paragraph (e)(ii)(2).

(4) If the Missed Submission is not an instance of a particular type of Missed Submission (single name, Index or Index Swaption) where the Participant has satisfied the requirements of paragraph (e)(ii)(2), and is not due to an extraordinary circumstance outside of a Participant's control, the Chief Compliance Officer shall conclude that the Missed Submission and assessment stated in the Notice of Violation is finally determined.

(iii) Any assessment amount finally determined as provided by this paragraph (e)(iii) will become immediately due and owing and shall be billed and collected by ICE Clear Credit in accordance with its normal procedures.

703. The Business Conduct Committee.

(a) The Business Conduct Committee shall have the power to direct that an investigation of any suspected Violation be conducted by ICE Clear Credit, and shall hear any matter referred to it by ICE Clear Credit or the Risk Management Subcommittee regarding a suspected Violation.

(b) The Business Conduct Committee shall be comprised of the independent managers of the Board. ICE Clear Credit shall appoint from time to time a chairman (the "**BCC Chairman**") and a vice chairman (the "**BCC Vice Chairman**") of the Business Conduct Committee. The Business Conduct Committee shall act through one or more subcommittees as provided in this Chapter 7, with each such subcommittee chaired either by the BCC Chairman or the BCC Vice Chairman. Three subcommittee members shall constitute a quorum for any action of a subcommittee, so long as they are in attendance at the time of the relevant action. No member of the Business Conduct Committee or any subcommittee may be subject to statutory disqualification under CEA Section 8a(2) or Section 3(a)(39) of the Securities Exchange Act, or other applicable CFTC or SEC regulations, or have a significant history of serious disciplinary offenses, including but not limited to those that would result in disqualification under CFTC Rule 1.63.

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(c) The Business Conduct Committee shall, from time to time as it deems appropriate, assign a subcommittee of three members (the "**Review Subcommittee**"), chaired by the BCC Chairman or the BCC Vice Chairman, to periodically receive and review the written investigation reports concerning possible Violations provided by ICE Clear Credit and written settlement agreements negotiated and entered into pursuant to Rule 702(d)(ii). If a member of a Review Subcommittee believes he or she has a direct financial, personal or other interest in the matter under consideration, the member shall notify the Business Conduct Committee, which shall replace such member on the Review Subcommittee for the particular matter. If there are insufficient available members of the Business Conduct Committee to constitute a quorum on a Review Subcommittee, the Board may appoint such other independent individuals as it determines appropriate to such Review Subcommittee.

(d) If, after initial review of an investigation report, a Review Subcommittee concludes that a Violation may have occurred, it shall allow the Participant a reasonable opportunity to prepare and present whatever evidence the Participant may have. Such a presentation shall be conducted informally with no transcript taken.

(e) In any case where a Review Subcommittee concludes that a Violation may have occurred, such Review Subcommittee shall advise the Participant of that fact and may:

(i) refer or return the matter to ICE Clear Credit staff with instructions for further investigation;

(ii) approve a settlement agreement negotiated and entered into pursuant to Rule 702(d)(ii) with such Participant which may provide for a penalty other than that recommended by the relevant ICE Clear Credit staff, subject to the limitations set forth in subparagraph (e)(iv) of this Rule;

(iii) refer the matter to a formal hearing of a Hearing Panel; or

(iv) negotiate and enter into a written settlement agreement with the Participant, whereby the Participant, with or without admitting guilt, may agree to:

(1) a cease and desist order or a reprimand; and/or

(2) a fine of up to twenty-five thousand dollars for each Violation alleged plus the monetary value of any benefit received as a result of the alleged Violation.

704. Notice of Charges.

In any case in which a Review Subcommittee refers a matter to a formal hearing, ICE Clear Credit staff shall serve a Notice of Charges (a "**Notice of Charges**") on the

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Participant alleged in such Notice to have been responsible for the alleged Violation (the "**Respondent**"), the BCC Chairman and the President. Such Notice shall state:

(a) the acts, practices or conduct in which the Respondent is alleged to have engaged;

(b) how such acts, practices or conduct constitute a Violation, including specific grounds for any denial or prohibition or limitation under consideration;

(c) that the Respondent is entitled, upon written request filed with ICE Clear Credit pursuant to Section 705, to a formal hearing on the charges; and

(d) the requirements and timeframes for filing an Answer as set forth in Rule 705.

705. Answer; Request for Hearing; Failure to Answer or Deny Charges.

(a) The Respondent shall serve on ICE Clear Credit a written answer (an "**Answer**") to the Notice of Charges, which may include a written request for a hearing on the charges, within twenty days of the date of delivery of the Notice of Charges.

(b) The Respondent's Answer may include any applicable defenses and the Respondent may attach to the Answer any documents that it deems to support its defense.

(c) The Respondent's failure to file an Answer within twenty days of service of the Notice shall be deemed an admission of all of the allegations contained in the Notice.

(d) The Respondent's failure to expressly deny a particular allegation contained in the Notice within twenty days of delivery of the Notice shall be deemed an admission of such allegation.

(e) The Respondent's failure to request a hearing within such twenty-day period, absent good cause shown, shall be deemed a waiver of Respondent's right to a hearing.

706. Reply.

ICE Clear Credit staff may serve a reply (a "**Reply**") to the Respondent's Answer within five days of the date of receipt of the Respondent's Answer. The Reply must be limited to the matters set forth in the Answer.

707. Selection of Hearing Panel.

(a) Formal hearings on any alleged Violation shall be conducted by a three-member panel selected by the BCC Chairman from members of the Business Conduct Committee who were not on the Review Subcommittee for such alleged Violation (the "**Hearing Panel**") and are not ineligible pursuant to paragraph (c) of this

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Rule, and, if there are fewer than three available members of the Business Conduct Committee, from the remaining members of the Board who are not employees of the Respondent or any Affiliate. The BCC Chairman, in his or her sole discretion, shall set a date for the hearing (the "**Hearing Date**").

(b) The BCC Chairman shall notify ICE Clear Credit staff and the Respondent of the Hearing Date and the names of the members of the Hearing Panel at least fifteen days prior to the Hearing Date.

(c) No member of the Hearing Panel shall hear a case in which that member, in the determination of the BCC Chairman, has a direct financial, personal or other interest in the matter under consideration. If there are insufficient available Board members to constitute a Hearing Panel, the Board may appoint such other individuals who do not have such an interest as it determines appropriate, to complete the Hearing Panel.

708. Challenge to Members of the Hearing Panel.

Within ten days after service on the Respondent of notice of the Hearing Date and names of the members of the Hearing Panel, the Respondent may challenge, in writing, the inclusion of any member of the Hearing Panel for cause, including without limitation, if the member has a direct financial, personal or other interest in the matter under consideration. The merits of such challenge shall be finally decided by the BCC Chairman in his or her sole discretion. If said written challenge is not received within such ten-day period, absent good cause shown, any such right to challenge is deemed waived.

709. Hearing on Penalty in the Event of Failure to Deny Charges; Failure to Request Hearing Deemed Acceptance of Penalty.

In the event the Respondent fails to file an Answer or admits the allegations or fails to deny the allegations in support of a charge of a Violation contained in the Notice, the Hearing Panel shall find the Respondent guilty of each such Violation and may impose a penalty for each such Violation subject to the limitations set forth in Rule 712(b)(v). The Hearing Panel shall promptly notify the Respondent of any such penalty and of the Respondent's right to a hearing on the penalty within ten days, or such longer period as the Hearing Panel may determine, after the imposition of such penalty. Failure to request a hearing on the penalty in a timely manner, absent good cause shown, shall be deemed to be acceptance of the penalty.

710. Settlement Prior to Commencement of Hearing.

Prior to the commencement of the hearing, the Hearing Panel may negotiate and enter into a written settlement agreement with the Respondent, whereby the Respondent, with or without admitting guilt, may agree to:

(a) a cease and desist order or a reprimand;

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(b) a fine of up to twenty-five thousand dollars for each Violation alleged plus the monetary value of any benefit received as a result of the alleged Violation; and/or

(c) a suspension of clearing privileges of up to one year; *provided* that such one year limit shall not apply in the event that matter was referred to the Hearing Panel pursuant to Rule 615(b), in which case the Respondent may agree to a lengthier suspension, a revocation of clearing privileges or a termination of Participant status.

711. Hearing Procedures.

Each Hearing Panel shall determine the procedures to be followed in any hearing before it, except that the following shall apply in every case:

(a) The prosecution shall be conducted by ICE Clear Credit staff.

(b) The Respondent shall be allowed to be represented by legal counsel or any other representative of its choosing and, either personally or through such representative, to present witnesses and documentary evidence and to cross-examine witnesses.

(c) ICE Clear Credit staff and the Respondent shall deliver to each other a statement listing the witnesses expected to be called and the documents expected to be introduced into evidence, together with copies of such documents, by such date prior to the hearing as the Hearing Panel may reasonably specify. Unless the Hearing Panel, in its discretion, waives compliance with this requirement, no witness may testify and no documentary evidence may be introduced into evidence unless listed in and, in the case of documents, furnished with such statement. On written request, ICE Clear Credit staff shall provide the Respondent with access to all books, documents or other tangible evidence in the possession or under the control of ICE Clear Credit which are to be relied upon by ICE Clear Credit or which are relevant to the allegations contained in the Notice of Charges.

(d) No formal rules of evidence shall apply, and the Hearing Panel shall be free to accept or reject any and all evidence it considers proper.

(e) Neither ICE Clear Credit staff, the Respondent, any witnesses testifying before the Hearing Panel nor any other Person within ICE Clear Credit's jurisdiction shall engage in conduct that may impede the progress of a hearing or the fair and just resolution of the subject matter thereof, and any such conduct may itself constitute a Violation.

(f) *Ex parte* contacts by any of the parties with members of the Hearing Panel shall not be permitted.

(g) A substantially verbatim record capable of being accurately transcribed shall be made of the proceedings, *provided*, *however*, that such record need not be

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transcribed, unless the transcript is requested by the Respondent or an applicable regulator.

(h) The Notice of Charges, the Answer, the Reply, any stenographic transcript of the hearing, the documentary evidence and any other material presented to the Hearing Panel by either party with notice to the other shall constitute the record of the hearing (the "**Hearing Record**").

(i) The burden of proof shall be on the prosecution. A finding of a Violation shall be made by majority vote based on the Hearing Panel's good faith judgment as to the weight of the evidence contained in the Hearing Record.

712. Written Decision of Hearing Panel.

(a) If the Hearing Panel finds that the Respondent has not committed any Violation charged, it shall render a written decision to that effect, and the Respondent shall not be subject to any further proceedings with respect to the Violation charged. The written decision shall include:

(i) a summary of the allegations contained in the Notice of Charges;

(ii) a summary of the Answer;

(iii) a brief summary of the evidence produced at the hearing or, where appropriate, incorporation by reference of the investigation report; and

(iv) a statement of the findings and conclusions of the Hearing Panel with respect to each charge.

(b) If the Hearing Panel finds the Respondent has committed the Violation charged, it shall render a written decision to that effect. The written decision shall include:

(i) a summary of the allegations contained in the Notice of Charges;

(ii) a summary of the Answer;

(iii) a brief summary of the evidence produced at the hearing or, where appropriate, incorporation by reference of the investigation report; and

(iv) a statement of the findings and conclusions of the Hearing Panel with respect to each charge, including how Respondent is found to have committed a Violation, including a statement setting forth the act or practice in which the Participant has been found to have engaged, or which such Participant has been found to have omitted and the specific provisions of the Rules which such act or omission violates; and

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(v) an order stating any penalty imposed and the effective date of such penalty; the penalty that may be imposed on the Respondent shall be one or more of the following:

(A) a cease and desist order or a reprimand;

(B) a fine of up to one hundred thousand dollars for each Violation plus the monetary value of any benefit received as a result of the alleged violation; and/or

(C) a recommendation to the Board to impose a suspension or revocation of clearing privileges or a termination of Participant status of the Respondent, in accordance with the requirements of Rule 615(b).

(c) ICE Clear Credit shall notify the CFTC and the SEC promptly of any determination by a Hearing Panel that a Participant has committed a Violation and the penalty imposed, and shall make available to the CFTC and the SEC the written decision of the Hearing Panel and any related materials upon request, subject to applicable law.

713. Liability for Expenses.

Any Respondent that, after notice and opportunity for hearing, has been found to have committed a Violation may, in the discretion of the Hearing Panel appointed in the matter, be required to pay to ICE Clear Credit an amount equal to any and all out-of-pocket expenses incurred by ICE Clear Credit in connection with the prosecution of such Violations, in addition to any penalty which may be imposed upon such Participant by virtue of the Violations found by the Hearing Panel.

714. Effective Date of Penalties.

(a) If a Participant enters into a settlement agreement with relevant ICE Clear Credit staff, the terms of which have been approved by the relevant Review Subcommittee, or with such Review Subcommittee or Hearing Panel, any penalty included as a part of such settlement agreement shall become final and effective on the date that such Review Subcommittee or Hearing Panel approves or enters into such settlement agreement.

(b) Any decision (including any penalty) by a Hearing Panel shall be the final decision of ICE Clear Credit and shall become effective fifteen days, or such longer time as the Hearing Panel may specify, after a copy of the written decision of the Hearing Panel has been served on the Respondent; *provided*, *however*, that in any case where the Respondent has consented to the action taken and to the timing of its effectiveness or the matter was referred to the Hearing Panel pursuant to Rule 615(b), the Hearing Panel may cause the decision involving any

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disciplinary action (including any penalty) to become effective prior to the fifteen day period.

(c) Any fine imposed by a Hearing Panel shall be due and payable on the effective date of the decision imposing such fine, or on such later date as the Hearing Panel may specify.

715. Extension of Time Limits.

(a) Any time limit provided for in Rules 704, 705, 706, 707, 708, 709 or 711 may be extended by mutual consent of the Respondent and ICE Clear Credit, by the BCC Chairman, or, if a Hearing Panel has been appointed, by the majority vote of the Hearing Panel.

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8. GENERAL GUARANTY FUND

801. General Guaranty Fund Contribution.

(a) *Participant Contributions*.

(i) Each Participant shall Transfer to ICE Clear Credit, and thereafter maintain so long as it is a Participant, Collateral for deposit in the General Guaranty Fund in the form and in such amounts as may be determined by ICE Clear Credit as provided herein and in accordance with the ICE Clear Credit Procedures as in effect from time to time ("**Required Contribution**"), subject to the limitations herein and in Rules 802, 803, 806 and 807. ICE Clear Credit shall cause appropriate entries to be made in its books and records to reflect the deposit of Collateral, the ICE Clear Credit Initial Contribution and the ICE Clear Credit Continuing Contribution into the General Guaranty Fund. ICE Clear Credit shall have the sole right to withdraw cash, securities or other property from, and to authorize the sale or other disposition of any securities or other property held in, the General Guaranty Fund, subject to the limitations imposed in subparagraph (b)(v) of this Rule. A Participant may request, in accordance with the ICE Clear Credit Procedures, that ICE Clear Credit withdraw Collateral from the General Guaranty Fund and return it to the Participant to the extent the Participant's contributions to the General Guaranty Fund exceed its Required Contribution and any Specific WWR Guaranty Fund Contribution (as defined below) at that time. A Participant may substitute, in accordance with the ICE Clear Credit Procedures, Collateral for an amount of Collateral currently on deposit in the General Guaranty Fund and credited to such Participant having a value, determined in accordance with the ICE Clear Credit Procedures, not to exceed that of such substitute Collateral. ICE Clear Credit shall pay a Participant interest for any net cash Collateral of such Participant in the General Guaranty Fund, at an interest rate and on a frequency determined from time to time by ICE Clear Credit in the ICE Clear Credit Procedures. The eligible forms of Collateral will be as set forth in Schedule 401 as in effect from time to time. Collateral provided by Participant may be invested only in accordance with the investment guidelines in the ICE Clear Credit Procedures.

Subject to the foregoing, the Required Contribution for a Participant as of any date of determination shall be the greater of (x) such Participant's proportionate share of the aggregate Participant Loss Exposure, which will be calculated as the two largest Participant Loss Exposures; and (y) $20,000,000. As used herein, "**Participant Loss Exposure**" means with respect to a Participant, the amount determined by ICE Clear Credit using stress test methodology, calculated on a net exposure basis separately within the House Positions and Client-Related Positions of that Participant, equal to the expected losses to ICE Clear Credit associated with the

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default of that Participant taking into account both (a) the uncollateralized loss (i.e., the loss after application of Initial Margin (and, for the avoidance of doubt, taking into account Mark-to-Market Margin Transferred in respect of such positions)) given default and (b) the uncollateralized loss from contracting or widening credit spreads.

ICE Clear Credit shall establish the aggregate amount of the Required Contributions to the General Guaranty Fund such that at a minimum ICE Clear Credit will maintain pre-funded financial resources sufficient to enable it to meet its financial obligations to Participants notwithstanding a default by the two Participants (including any of their affiliated Participants) creating the largest combined loss to ICE Clear Credit in extreme but plausible market conditions, consistent with the requirements of CFTC Rules 39.11 and 39.33.

(ii) The Required Contribution will be calculated and set for Participants on a monthly basis. In addition, the Required Contribution for each Participant will be recalculated on each ICE Business Day daily and if such calculation would result in an increase of 5% or more, the Required Contribution for such Participant will be reset to the higher level. For purposes of the monthly calculation, the Participant Loss Exposure used in calculating the Required Contribution for any Participant and any date of determination will be the greater of (x) the level determined as of the next preceding ICE Business Day and (y) the average of the levels on each ICE Business Day from and including the last Required Contribution determination to but excluding such next preceding ICE Business Day. The determination by ICE Clear Credit of the Required Contribution shall be binding absent manifest error.

(iii) In addition to the Required Contribution determined pursuant to Rule 801(a)(i) above, each Specific WWR CDS Participant shall Transfer to ICE Clear Credit a supplemental amount, as determined by ICE Clear Credit, for deposit in the General Guaranty Fund in respect of the additional expected losses or risk to ICE Clear Credit associated with the Specific WWR CDS Participant's position under WWR Contracts accepted for clearing by ICE Clear Credit (the "**Specific WWR Guaranty Fund Contribution**"). As used herein, a "**Specific WWR CDS Participant**" means a Participant that has the position of protection seller under a Contract accepted for clearing under which the Participant or its Affiliate constitutes a reference entity or a component of the underlying index of reference entities (such a Contract, a "**WWR Contract**"). Except as the context otherwise requires, Specific WWR Guaranty Fund Contributions shall be subject to the provisions of the first paragraph of Rule 801(a)(i) and Rule 801(a)(ii) applicable to Required Contributions.

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(b) *ICE Clear Credit Contributions*. ICE Clear Credit shall contribute and maintain deposit(s) of capital in the General Guaranty Fund in such form and amount(s) and at such time(s) as follows:

(i) ICE Clear Credit shall have made a contribution to the General Guaranty Fund of twenty-five million dollars (the aggregate amount of dollars so contributed by ICE Clear Credit pursuant to this subparagraph, reduced by any charge applied to such amount pursuant to Rule 802(b) and not reimbursed under Rule 802(a) or (c), the "**ICE Clear Credit Initial Contribution**"). ICE Clear Credit may invest the ICE Clear Credit Initial Contribution only in accordance with the investment guidelines in the ICE Clear Credit Procedures. If the value, determined in accordance with the ICE Clear Credit Procedures, of the assets constituting the ICE Clear Credit Initial Contribution is below the required amount of the ICE Clear Credit Initial Contribution because of a decrease in the value of such ICE Clear Credit Initial Contribution (including as the result of investments of the ICE Clear Credit Initial Contribution, but excluding decreases resulting from a charge to such amount pursuant to Rule 802(b)), ICE Clear Credit shall be required, by the open of business on the following ICE Business Day, to contribute an additional amount of assets to the General Guaranty Fund sufficient to cause the assets constituting the ICE Clear Credit Initial Contribution to have a value, determined in accordance with the ICE Clear Credit Procedures, of at least the required amount of the ICE Clear Credit Initial Contribution.

(ii) In addition to the aggregate contribution to the General Guaranty Fund by ICE Clear Credit of twenty-five million dollars as described in subparagraph (i), ICE Clear Credit shall have made an additional contribution to the General Guaranty Fund pursuant to this subparagraph (ii) (exclusive of the ICE Clear Credit Initial Contribution) of twenty-five million dollars (from time to time, the aggregate amount of dollars contributed to the General Guaranty Fund by ICE Clear Credit pursuant to this subparagraph, reduced by any charge applied to such amount pursuant to Rule 802(b), the "**ICE Clear Credit Continuing Contribution**"). ICE Clear Credit may invest the ICE Clear Credit Continuing Contribution only in accordance with the investment guidelines in the ICE Clear Credit Procedures. If the value, determined in accordance with the ICE Clear Credit Procedures, of the assets constituting the ICE Clear Credit Continuing Contribution is below the required amount of the ICE Clear Credit Continuing Contribution because of a decrease in the value of such ICE Clear Credit Continuing Contribution, an investment of the ICE Clear Credit Continuing Contribution or a charge to such amount pursuant to Rule 802(b), ICE Clear Credit shall be required, by the open of business on the following ICE Business Day, to contribute an additional amount of assets to the General Guaranty Fund sufficient to cause the assets constituting the ICE Clear Credit Continuing Contribution to have a value, determined in accordance with the ICE Clear Credit Procedures, of

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at least the required amount of the ICE Clear Credit Continuing Contribution (an "**ICC Continuing Contribution Replenishment**"), subject to Rule 801(b)(vi). For the avoidance of doubt, and consistent with the ICE Clear Credit Default Maximum, any ICC Continuing Contribution Replenishment required as a result of a charge to the ICE Clear Credit Continuing Contribution as a result of a Default shall not be applied to further amounts charged to the ICE Clear Credit Continuing Contribution as a result of such Default.

(iii) For the purposes of allocating the application of any charge to the General Guaranty Fund pursuant to Rule 802(b), the amount of the ICE Clear Credit Initial Contribution and the ICE Clear Credit Continuing Contribution shall be determined as of the date of such application. Subject to the ICE Clear Credit Default Maximum and the other limitations set forth in these Rules, any deficiency of the actual ICE Clear Credit Initial Contribution or ICE Clear Credit Continuing Contribution relative to the required amount thereof at the time of application shall remain the liability of ICE Clear Credit.

(iv) ICE Clear Credit's obligation under this Rule 801(b) to contribute additional assets to the General Guaranty Fund shall cease upon the occurrence of one of the reasons for commencing the winding up of all Open Positions, as described in Rule 810, except for any due and unpaid amounts at the time of such occurrence.

(v) ICE Clear Credit may make withdrawals from the General Guaranty Fund in respect of the ICE Clear Credit Initial Contribution and the ICE Clear Credit Continuing Contribution only to the extent the value of the assets constituting such contribution exceeds the required amount thereof and for purposes of application of any charge to the General Guaranty Fund pursuant to Rule 802(b). ICE Clear Credit may substitute assets constituting the ICE Clear Credit Initial Contribution or the ICE Clear Credit Continuing Contribution in accordance with the investment guidelines in the ICE Clear Credit Procedures.

(vi) ICE Clear Credit shall be required to contribute additional assets to the General Guaranty Fund in respect of the ICE Clear Credit Continuing Contribution ("**Additional ICC Collateral Deposits**") in respect of any Default or Defaults for which amounts have been charged against the ICE Clear Credit Continuing Contribution provided that (A) an Assessment in respect of such Default or Defaults has been levied on Participants (or ICE Clear Credit is entitled to levy such an Assessment) and (B) the required amount of such Additional ICC Collateral Deposits shall not exceed twenty-five million dollars in respect of any single Participant Default. Notwithstanding anything to the contrary herein, ICC's aggregate liability for ICC Continuing Contribution Replenishments and Additional ICC Collateral Deposits in respect of any Cooling-off Period shall not exceed

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seventy-five million dollars, regardless of how many Defaults take place in such period (with any ICC Continuing Contribution Replenishments or Additional ICC Collateral Deposits payable in respect of the Default or Defaults as a result of which the Cooling-Off Period commenced being counted towards such maximum amount).

802. Use or Application of General Guaranty Fund; Loss Allocation.

(a) *Application of General Guaranty Fund Contributions of Defaulting Participant*. If a Participant is in Default and, as a result thereof, ICE Clear Credit suffers any loss or expense in effecting the Closing-out Process, or a Participant shall fail to make any other payment or render any other performance required under these Rules or a Contract (such failure, an "**Obligation Failure**"), then ICE Clear Credit shall, after appropriate application of such Defaulting Participant's Margin (including, with respect to losses or expenses arising out of Client-Related Positions, Margin provided by such Defaulting Participant in the Client Omnibus Margin Account solely to the extent such Margin is permitted to be used under the Rules and applicable law) and other funds in or payable to the accounts of such Defaulting Participant in accordance with Rule 20-605(c) and any amounts collected from any guarantor of such Defaulting Participant, or may, prior to such application of such Defaulting Participant's margin and such other funds or amounts, charge to and apply against such Defaulting Participant's contributions to the General Guaranty Fund (including any Specific WWR Guaranty Fund Contribution of such Participant), in the manner and in the order of priority set forth below:

(i) FIRST: To the payment of the costs and expenses of any sale, collection or other realization of such Margin or Collateral or amounts deposited by others in the General Guaranty Fund, including, without limitation, fees and expenses of counsel, and all reasonable expenses, liabilities and advances made or incurred by ICE Clear Credit in connection therewith;

(ii) SECOND: To the payment of any Obligations relating to Open Positions or the Closing-out Process or any obligations of ICE Clear Credit, in either case, arising out of or in any way relating to such Defaulting Participant's Default or Obligation Failure (such obligations, together with the costs and expenses described in subparagraph (i), the "**Reimbursement Obligations**");

(iii) THIRD: To the extent any amount has been charged to or applied against the General Guaranty Fund pursuant to subparagraph (b) of this Rule on account of such Defaulting Participant's Default or Obligation Failure, to the other Participants and/or ICE Clear Credit whose contribution to the General Guaranty Fund was charged and applied, up to the amount of such charge and application, in accordance with Rule 802(c);

(iv) FOURTH: To ICE Clear Credit or to whomsoever may be lawfully entitled to receive any surplus then remaining from such proceeds (including,

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without limitation, any insurer, surety or guarantor of the obligations of ICE Clear Credit or with respect to the obligations of the Defaulting Participant) or as a court of competent jurisdiction may direct, of any such surplus or, if neither ICE Clear Credit nor any other Person is lawfully entitled to receive any such surplus, to or upon the order of the relevant Defaulting Participant; *provided* that until such Defaulting Participant's Termination Date, no such surplus shall be available for distribution under this subparagraph (iv) and any such surplus shall remain in the General Guaranty Fund and be subject to charge and application under paragraph (b) of this Rule.

Reimbursement Obligations shall include obligations in respect of a Defaulting Participant's House Positions and Client-Related Positions. To the extent such Reimbursement Obligations cannot be satisfied in full pursuant to this subsection (a), amounts available pursuant to this subsection (a) shall be applied to Reimbursement Obligations in respect of House Positions and Client-Related Positions in proportion to the respective Initial Margin requirements of the Defaulting Participant in respect of such positions immediately prior to the Default, until the Reimbursement Obligations in respect of House Positions or Client-Related Positions are reduced to zero.

(b) *Application of General Guaranty Fund Contributions of ICE Clear Credit and Non-Defaulting Participants.*

(i) Following the occurrence of an Obligation Failure, the determination by ICE Clear Credit that a Participant is in Default or the occurrence of an Automatic Default with respect to a Participant, ICE Clear Credit shall be entitled, from time to time, to charge to and apply against the General Guaranty Fund and such other assets as are specified in this clause (i) with respect to any of such Defaulting Participant's Remaining Reimbursement Obligations, in the following order:

(A) with respect to Initial Phase Remaining Reimbursement Obligations, in the following order:

(1) where the Defaulting Participant is a Specific WWR CDS Participant, the aggregate remaining Specific WWR Guaranty Fund Contributions of all other Specific WWR CDS Participants (the "**Remaining Aggregate Specific WWR Contribution**");

(2) the ICE Clear Credit Initial Contribution;

(3) the ICE Clear Credit Continuing Contribution;

(4) insurance proceeds, if any, received by ICE Clear Credit in connection with the Participant Default or related Obligation

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Failure ("**Insurance Proceeds**") (it being understood that ICE Clear Credit shall not be obligated to obtain or maintain any insurance policy with respect to Defaults by a Participant or related Obligation Failures); and

(5) where permitted under Rule 20-605(d), the Required Contributions of the Remaining Participants and the Remaining Aggregate Specific WWR Contribution (where the Defaulting Participant is not a Specific WWR CDS Participant), pro rata based on the relative size of such contributions.

(B) with respect to Final Phase Remaining Reimbursement Obligations, in the following order:

(1) available amounts described in clause (A)(1)-(4) above, to the extent not applied thereunder, in the order of priority set forth therein;

(2) with respect to Final Phase Remaining Reimbursement Obligations arising in connection with a Default Auction, in the following order:

a. the Required Contributions of the Remaining Participants (to the extent not previously applied), the Remaining Aggregate Specific WWR Contribution (where the Defaulting Participant is not a Specific WWR CDS Participant) and any Direct Auction Participant Deposits, in each case in accordance with the Default Auction Priority;

b. any Additional ICC Collateral Deposits, in accordance with the Default Auction Priority;

c. any Assessment Contributions deposited in the General Guaranty Fund pursuant to Rule 803(b), in accordance with the Default Auction Priority;

(3) with respect to Final Phase Remaining Reimbursement Obligations arising in connection with a Secondary Auction, in the following order:

a. the Required Contributions of the Remaining Participants (to the extent not previously applied) and the Remaining Aggregate Specific WWR Contribution (where the Defaulting Participant is not a Specific

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WWR CDS Participant), in accordance with the Secondary Auction Priority;

b. any Additional ICC Collateral Deposits (to the extent not previously applied), in accordance with the Secondary Auction Priority;

c. any Assessment Contributions deposited in the General Guaranty Fund pursuant to Rule 803(b) (to the extent not previously applied), in accordance with the Secondary Auction Priority;

(4) with respect to other Final Phase Remaining Reimbursement Obligations (including in connection with a Partial Tear-Up or termination of clearing under Rule 810), in the following order:

a. the Required Contributions of the Remaining Participants (to the extent not previously applied) and the Remaining Aggregate Specific WWR Contribution (where the Defaulting Participant is not a Specific WWR CDS Participant), pro rata based on the relative size of such contributions;

b. any Additional ICC Collateral Deposits (to the extent not previously applied); and

c. any Assessment Contributions deposited in the General Guaranty Fund pursuant to Rule 803(b) (to the extent not previously applied), pro rata based on the relative size of such contributions.

(ii) Notwithstanding anything to the contrary in these Rules, in no event shall more than the ICE Clear Credit Default Maximum be applied in the aggregate from the ICE Clear Credit Continuing Contribution in the case of a single Participant Default and any Obligation Failure resulting in such Default. "**ICE Clear Credit Default Maximum**" means, at any time of determination, the lesser of (A) twenty-five million dollars plus any Additional ICC Collateral Deposit deposited in respect of such Participant Default and (B) the amount of the ICE Clear Credit Continuing Contribution that has been applied at the time all Assessment Contributions that Remaining Participants may be required to provide in respect of such Default have been applied.

(iii) Notwithstanding the order of application of assets set out in subparagraph (i), ICE Clear Credit may, in its discretion, use sources identified in subparagraphs (i)(A)(5) and/or (i)(B)(2), (3) or (4), as applicable, prior to

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receipt of Insurance Proceeds due pursuant to subparagraph (i)(A)(4), provided that any Insurance Proceeds subsequently received pursuant to subparagraph (i)(A)(4) will be used to reimburse the sources of such assets used under subparagraph (i)(A)(5) and/or (i)(B)(2), (3) or (4), as applicable (in the reverse order in which such assets were applied).

(iv) Available amounts pursuant to this Rule 802(b) must be applied to Remaining Reimbursement Obligations in respect of Client-Related Positions and House Positions in proportion to the respective Initial Margin requirements of the Defaulting Participant in respect of such positions immediately prior to the Default, until the Remaining Reimbursement Obligations in respect of Client-Related Positions or House Positions are reduced to zero.

(v) In no event shall the General Guaranty Fund (including any Assessment Contributions) be applied to pay any obligations or liabilities of ICE Clear Credit other than in accordance with this Rule 802.

(c) *Liability of Defaulting Participant; Loss Allocation*.

(i) Any deficiency in respect of Obligations shall remain a liability of the Defaulting Participant and any related guarantor to ICE Clear Credit, which ICE Clear Credit may collect from any Margin (to the extent permitted to be used under these Rules), Collateral or other assets of such Defaulting Participant or such guarantor or by legal process.

(ii) Any such collection or recovery by ICE Clear Credit from or otherwise in respect of the Defaulting Participant shall be applied in the following order: (A) to the costs and expenses of ICE Clear Credit or its agents, including, without limitation, fees and expenses of counsel, of obtaining such collection or recovery, including with respect to pursuing any Defaulting Participant Claims pursuant to Rule 802(c)(iii) below, (B) to any unreimbursed costs and expenses referred to in Rule 802(a)(i), (C) to any deficiencies owed to Participants under Wound-up Contracts described in Rule 810, (D) to pay to Participants Post-RGD Payments under Rule 808(m), on a pro rata basis, in each case to the extent not previously paid under such rule; (E) to the Participants and/or ICE Clear Credit whose contribution to the General Guaranty Fund was charged and applied for such deficiency pursuant to Rule 802(b) (whether or not such Participant remains a Participant at the time of the collection), and/or to the provider of any Insurance Proceeds applied for such deficiency pursuant to Rule 802(b) to the extent such provider is entitled to any recovery in respect thereof, in each case in the reverse order from the order in which such charge or application was made under Rule 802(b), and in proportion to the amount each was charged and applied in accordance with Rule 802(b), up to the amount of such charge or application; (F) to the Client Omnibus Margin Account to the extent the

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Participant's Margin in respect of Client-Related Positions was applied to such deficiency; and (G) to the payment of any other Obligations. To the extent necessary for this purpose, each Participant authorizes and appoints ICE Clear Credit to pursue any such collections or recoveries on its own behalf and on behalf of the Participants.

(iii) ICE Clear Credit shall exercise the same degree of care in the administration, enforcement and collection of any claims against the Defaulting Participant, any related guarantor, or its or their insolvency estate with respect to any remaining deficiency of the Defaulting Participant to ICE Clear Credit with respect to any Obligations (such claims, "**Defaulting Participant Claims**") as it exercises with respect to its own assets that are not subject to allocation pursuant to this Rule 802(c). In furtherance of the foregoing, ICE Clear Credit may determine, in its reasonable discretion, whether or not to commence, continue, maintain, sell, dispose of or settle or compromise any litigation, arbitration or other action with respect to any Defaulting Participant Claim, without the consent of any Participant or other Person. Without limiting Rule 312, ICE Clear Credit shall not be liable for losses arising from any error in judgment or for any action taken or omitted to be taken by it with respect to Defaulting Participant Claims, except for such losses that result from ICE Clear Credit's gross negligence or willful misconduct. ICE Clear Credit may, in its discretion, assign to Participants any Defaulting Participant Claim, in whole or in part, and such assignment shall satisfy in full ICE Clear Credit's obligations under this Rule 802(c) with respect to any such claim (or portion thereof) or recoveries therefrom.

803. Replenishment of General Guaranty Fund; Assessments.

(a) *Replenishments.* ICE Clear Credit shall notify Participants whenever an amount is charged to and applied against the General Guaranty Fund as provided in Rule 802(a) or (b) (which notice will state the reason for such charge or application). If the amount of Collateral in the General Guaranty Fund credited to a Participant is less than the amount it was required to maintain pursuant to Rule 801 (including because Reimbursement Obligations are charged to and applied against Collateral in the General Guaranty Fund pursuant to Rule 802(a) or (b)), the Participant shall Transfer to ICE Clear Credit additional Collateral for deposit into the General Guaranty Fund (a "**Replenishment Contribution**") in an amount at least sufficient to restore that Participant's Required Contribution and any Specific WWR Guaranty Fund Contribution, subject to the limitations set forth in Rules 806 and 807. All such additional Collateral shall be Transferred to ICE Clear Credit prior to ICE Clear Credit's opening of business on the first ICE Business Day following such notice or such later time as ICE Clear Credit shall determine in its sole discretion. A Participant that fails to Transfer the full amount of such additional Collateral by such time shall be in Default, and ICE Clear Credit may, in addition to any other remedies it may have, debit such Participant's House Margin Account for any or all of such unpaid amount and

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assess fines and charges against such Participant as provided in Rule 606. For the avoidance of doubt, any Replenishment Contribution required as a result of a charge to the General Guaranty Fund as a result of a Default shall not be applied to further amounts charged to the General Guaranty Fund as a result of such Default. Each Participant's obligation to make Replenishment Contributions shall cease upon the occurrence of one of the reasons for commencing the winding up of all Open Positions, as described in Rule 810, except for any due and unpaid amounts at the time of such occurrence.

(b) *Assessments.* If, following the occurrence of a Default, Reimbursement Obligations are charged to and applied against Collateral in the General Guaranty Fund pursuant to Rule 802(a) or (b) such that the General Guaranty Fund is exhausted and ICE Clear Credit determines that additional resources may be needed to pay Reimbursement Obligations arising from such Default, ICE Clear Credit may levy an assessment (an "**Assessment**") on Participants to Transfer additional Collateral (an "**Assessment Contribution**") in an amount, and subject to the limitations, set forth in this Rule and Rules 806 and 807; *provided* that ICE Clear Credit may at any time following the occurrence of a Default and in anticipation of the exhaustion of the General Guaranty Fund as a result of Reimbursement Obligations arising from such Default, require Participants to provide Assessment Contributions, subject to such limitations. All such Assessment Contributions shall be Transferred to ICE Clear Credit prior to ICE Clear Credit's opening of business on the first ICE Business Day following such notice or such later time as ICE Clear Credit shall determine in its sole discretion. A Participant that fails to Transfer the full amount of such Assessment Contribution by such time shall be in Default, and ICE Clear Credit may, in addition to any other remedies it may have, debit such Participant's House Margin Account for any or all of such unpaid amount and assess fines and charges against such Participant as provided in Rule 606. Without limiting the liability of a Defaulting Participant as set forth in Rule 802(c) above, no Participant shall be liable for Assessment Contributions as a result of charges or applications against the General Guaranty Fund in respect of a single Default of a Participant in an amount exceeding the amount of its Required Contribution and any Specific WWR Guaranty Fund Contribution immediately preceding such Default. Except as provided in Rules 806 and 807, a Retiring Participant that has served a Termination Notice shall only be liable for Assessment Contributions in respect of Defaults occurring or declared prior to such Participant's Termination Date. Assessment Contributions shall only be applied as provided in Rule 802. If ICE Clear Credit requires Assessment Contributions and determines that such contributions are not needed to satisfy obligations under Rule 802, ICE Clear Credit shall permit the withdrawal of such Assessment Contributions in the same manner as provided in the ICE Clear Credit Procedures for excess contributions to the General Guaranty Fund.

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804. Rights with Respect to the General Guaranty Fund.

(a) *Rights to Cash Collateral*. Each Participant agrees that all right, title and interest in and to any cash Collateral Transferred by such Participant to ICE Clear Credit for deposit in the General Guaranty Fund and any cash proceeds of such Participant's Collateral on deposit in the General Guaranty Fund shall vest in ICE Clear Credit free and clear of any liens, claims, charges or encumbrances in accordance with Rule 402(a). Upon the occurrence of a Default or an ICE Clear Credit Default, or as otherwise provided in these Rules, ICE Clear Credit shall be entitled to apply such cash Collateral and cash proceeds in the General Guaranty Fund, regardless of the source, and any interest payable with respect thereto (i) to the Reimbursement Obligations of any Participant or (ii) to the obligations of ICE Clear Credit to any Participant under any Wound-up Contracts.

(b) *Rights to other Collateral*.

(i) Each Participant hereby grants to ICE Clear Credit, acting on behalf of itself and each Participant, a continuing lien and security interest in and to and right of set-off against all of Participant's right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to all Collateral consisting of (A) all securities, financial assets and other property (other than cash) Transferred by such Participant to ICE Clear Credit for credit to the General Guaranty Fund and (B) all non-cash proceeds of any of the foregoing (jointly, (A) and (B), the "**Pledged Guaranty Collateral**") as security for any and all Reimbursement Obligations of any and all Participants to ICE Clear Credit and for ICE Clear Credit's obligations to any and all Participants under Wound-up Contracts in the event of an ICE Clear Credit Default (collectively, the "**Guaranteed Obligations**"). Upon the return of Pledged Guaranty Collateral by ICE Clear Credit to a Participant in accordance with these Rules and the ICE Clear Credit Procedures, the security interest and lien granted hereunder on such Pledged Guaranty Collateral will be released immediately without any further action by either party.

(ii) Upon the occurrence of a Default or an ICE Clear Credit Default, or as otherwise provided in these Rules, ICE Clear Credit, on behalf of itself or any Participant, may exercise all rights of a secured party under applicable law and all rights under these Rules. ICE Clear Credit may, without being required to give any notice, except as may be required by law, sell or otherwise apply any Pledged Guaranty Collateral Transferred to, or otherwise under the control of, ICE Clear Credit to satisfy the Guaranteed Obligations. Upon any such sale, ICE Clear Credit shall have the right to deliver, assign and transfer to the purchaser thereof the Pledged Guaranty Collateral so sold. Each purchaser at any such sale shall hold the Pledged Guaranty Collateral so sold to it absolutely and free from any claim or right of whatsoever kind, including any equity or right of redemption of the Participant which may be waived, and the Participant, to the extent

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permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted.

(iii) Each Participant represents that it is the sole owner of or otherwise has the right to Transfer to ICE Clear Credit the Pledged Guaranty Collateral subject to the foregoing lien and security interest, free and clear of any other security interest, lien, encumbrance or other restrictions, and agrees not to create or permit to exist any such security interest, lien, encumbrance or other restrictions. Each Participant agrees to take any action reasonably requested by ICE Clear Credit that may be necessary or desirable for ICE Clear Credit to create, preserve, perfect or validate the foregoing lien and security interest or to enable ICE Clear Credit to exercise or enforce its rights with respect thereto. With respect to any Pledged Guaranty Collateral consisting of securities and other financial assets Transferred by ICE Clear Credit in accordance with these Rules, each Participant agrees it will accept securities and financial assets of the same issuer, type, nominal value, description and amount as those securities and financial assets initially Transferred by such Participant to ICE Clear Credit.

(iv) Each Participant agrees that ICE Clear Credit may at any time and from time to time assign, transfer, pledge, repledge or otherwise create a lien on or security interest in, the General Guaranty Fund and/or the cash, securities and other property held in the General Guaranty Fund to secure the repayment of funds borrowed by ICE Clear Credit (plus interest, fees and other amounts payable in connection therewith) or pursuant to a repurchase agreement or similar transaction. Any such borrowing or repurchase transaction shall be on terms and conditions deemed necessary or advisable by ICE Clear Credit (including the collateralization thereof) in its sole discretion, and may be in amounts greater, and extend for periods of time longer, than the obligations, if any, of any Participant to ICE Clear Credit for which such cash, securities or other property was pledged to or deposited with the ICE Clear Credit. Any funds so borrowed or obtained in repurchase agreements or similar transactions shall be used and applied by ICE Clear Credit solely for the purposes for which cash, securities and other property held in the General Guaranty Fund are authorized to be used pursuant to these Rules; provided that the failure of ICE Clear Credit to use such funds in accordance with this subsection shall not impair any of the rights or remedies of any assignee, pledgee or holder of any such lien or security interest or repurchase transaction counterparty. Cash, securities and other property held in the General Guaranty Fund, subject to the rights and powers of ICE Clear Credit with respect thereto as set forth in these Rules and any agreements between any Participant and ICE Clear Credit, and subject to the rights and powers of any person to which the General Guaranty Fund or any cash, securities or other property held therein shall have been assigned, transferred,

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pledged, repledged or otherwise subjected to a lien or security interest, shall remain the property of the respective Participants depositing such cash securities and other property. Without limiting the foregoing, ICE Clear Credit may in connection with a Participant default (A) exchange cash held in the General Guaranty Fund for securities of equivalent value, and/or (B) exchange cash in one currency held in the Guaranty Fund for cash of equivalent value in a different currency, in each case on such terms (including, if applicable, the relevant duration of any such exchange) as ICE Clear Credit may determine in accordance with its liquidity policies and procedures.

(c) A Participant shall take no action, including but not limited to attempting to obtain a court order, that could interfere with the ability of ICE Clear Credit (i) to take any action contemplated by the Rules, including, without limitation, to liquidate, set off and/or apply such Participant's Open Positions, Collateral or other assets, pursuant to these Rules or (ii) to set off amounts owed to such Participant against such Participant's Obligations or any other Participant's Reimbursement Obligations.

805. ICE Clear Credit Default.

(a) If any of the events listed in Rule 805(a) occurs (an "**ICE Clear Credit Default**"), all Open Positions with all Participants shall be terminated without further action of any Person and cash settled in accordance with Rule 810:

(i) ***Failure to Pay or Deliver***. Failure by ICE Clear Credit to (a) make, when due, any payment or delivery with respect to any Participant's Open Positions required to be made by it (determined without regard to the limitation of liability set forth in Rule 312) or (b) make, when due, a contribution to the General Guaranty Fund required of it by Rule 801 or 802, in the case of each of clauses (a) and (b) if such failure is not remedied on or before the third ICE Business Day after notice of such failure is given to ICE Clear Credit by any Participant; or

(ii) ***Bankruptcy***. ICE Clear Credit (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) institutes a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or presents a petition for its winding-up or liquidation; (c) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation and, in each case, such proceeding or petition results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (d) seeks or becomes subject to the appointment of an administrator,

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provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets.

… Interpretations and Policies:

.01 As used in this Chapter 8, "**Participant**" includes a Participant that has had its clearing privileges suspended or revoked, or its status as a Participant terminated, by ICE Clear Credit or whose privileges in respect of Trades and Contracts have been restricted pursuant to Rules 203 or 207.

806. Cooling-Off Periods.

(a) Upon the occurrence of any Cooling-off Period Trigger Event, ICE Clear Credit shall issue a notice to Participants of the commencement of the Cooling-off Period, setting out the date on which such period is scheduled to end (and the date on which the related Cooling-off Termination Period is scheduled to end).

(b)

(i) The obligation to provide Replenishment Contributions under Rule 803(a) shall continue to apply to a Participant during the Cooling-off Period, subject to Rule 806(b)(ii);

(ii) The aggregate of all Assessment Contributions due under Rule 803(b) from a Participant for all Defaults occurring or declared during the Cooling-off Period and all Replenishment Contributions due under Rule 803(a) from a Participant during the Cooling-off Period shall not exceed three times the amount of the sum of the Participant's Required Contribution to the General Guaranty Fund and Specific WWR Guaranty Fund Contribution immediately prior to the occurrence of the Default or Defaults as a result of which the Cooling-off Period commenced (with any Assessment Contributions or Replenishment Contributions payable in respect of the Default or Defaults as a result of which the Cooling-Off Period commenced being counted towards such maximum amount) (the "**Maximum Aggregate Cooling-off Period Contribution**"). A Participant that has made Assessment Contributions and/or Replenishment Contributions in the aggregate in such maximum amount in a Cooling-off Period shall not be liable for any further Assessment Contributions in respect of any Default or Defaults occurring or declared during such Cooling-Off Period or for any further Replenishment Contributions during the Cooling-off Period, regardless of how many additional Defaults take place in such period;

(iii) For the avoidance of doubt, the per Default cap on Assessment Contributions set forth in Rule 803(b) shall also apply in respect of each Default occurring or declared during the Cooling-off Period; and

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(iv) During the Cooling-off Period ICE Clear Credit may rebalance, re-set or recalculate Required Contributions to the General Guaranty Fund or the total required contribution amount for purposes of determining liability for Replenishment Contributions or Assessment Contributions, but such adjustments will not affect the Maximum Aggregate Cooling-off Period Contribution or other limitations provided in Rule 806(b)(ii);

provided that the limits set out in this Rule 806(b) shall only apply with respect to a Participant if such Participant continues during the Cooling-off Period to satisfy its obligation to pay ICE Clear Credit all other amounts when owed by it in all material respects (subject to the limitations set out in this Rule 806(b)).

(c) Intentionally Omitted

(d) At the end of the Cooling-off Period (but subject to Rule 807 for Participants that have served a Termination Notice during or prior to the Cooling-off Termination Period), the restrictions and requirements of Rule 806(b) shall cease to apply going forward to each Participant (other than the limitation on Assessment Contributions for Defaults occurring or declared during the Cooling-off Period)..

(e) (i) Nothing in this Rule 806 shall limit ICE Clear Credit's right to call for Margin from any Participant.

(ii) In addition to any Margin otherwise required by ICE Clear Credit under the Rules, if during the Cooling-off Period a Participant has provided Replenishment Contributions and/or Assessment Contributions in the aggregate equal to its Maximum Aggregate Cooling-off Period Contribution, then:

(A) if such Participant would, but for the provisions of this Rule 806, at any time be required to provide a Replenishment Contribution, such Participant shall Transfer to ICE Clear Credit, by the open of business on the ICE Business Day following request by ICE Clear Credit and maintain with ICE Clear Credit during the remainder of the Cooling-off Period, additional Initial Margin (in addition to the Initial Margin otherwise required with respect to its Open Positions) in an amount determined by ICE Clear Credit for such Participant based on the amount of additional Initial Margin needed for ICE Clear Credit to maintain compliance with applicable minimum regulatory financial resources requirements during the remainder of the Cooling-off Period. Such additional Initial Margin shall be calculated separately with respect to each of the House Account and Client Origin Account, on a net basis in each case, but in both cases shall be charged to the House Account; and

(B) if such Participant is a Specific WWR CDS Participant, then it shall in addition be required to Transfer to ICE Clear Credit, by the open

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of business on the ICE Business Day following request by ICE Clear Credit and maintain with ICE Clear Credit during the remainder of the Cooling-off Period, additional Initial Margin to ICE Clear Credit as determined by ICE Clear Credit to fully collateralize the specific wrong way risk under its WWR Contracts.

807. Termination of Participant Status

(a) A Participant that has delivered a Termination Notice (including during a Cooling-off Termination Period) or (if so designated by ICE Clear Credit) that is otherwise terminated under Rule 207 is subject to the following requirements, obligations and provisions:

(i) it must use all reasonable endeavors, unless and until such time as there is an ICE Clear Credit Default, to close out all of its Open Positions prior to the Termination Close-Out Deadline Date;

(ii) if it provided its Termination Notice during a Cooling-off Termination Period and it closes out all of its Open Positions prior to the Termination Close-Out Deadline Date and complies with the other requirements of this Rule 807, it shall maintain the benefit of the protections set out in Rule 806(b) following the end of the Cooling-off Period;

(iii) after the Termination Notice Time, it shall only be entitled to submit Transactions for clearing which it can demonstrate have the overall effect of reducing Open Positions in any Contracts or risks to ICE Clear Credit associated with the Contracts, whether by hedging, novating, Transferring, terminating, liquidating or otherwise closing out such Contracts;

(iv) ICE Clear Credit may call for additional Initial Margin in accordance with the ICE Clear Credit Procedures until such time as all of its Open Positions have been terminated, and such Participant shall provide such additional Initial Margin to ICE Clear Credit as is requested in a timely manner;

(v) it shall be obliged to participate in Default Auctions and Secondary Auctions pursuant to the Rules in the same way as any other Participant that is not a Defaulting Participant and subject to the provisions of these Rules in respect of all Defaults occurring prior to or during the Cooling-off Period during which the Participant served its Termination Notice (or, if Rule 806(d) does not apply, all Defaults occurring prior to the Termination Notice Time). For the avoidance of doubt, failure to participate in such auctions shall have the consequences set forth in the applicable Default Auction Procedures or Secondary Auction Procedures, and will not otherwise constitute a Default by the Retiring Participant or failure to perform its obligations under this Rule 807;

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(vi) Intentionally omitted;

(vii) if it has any Open Positions with ICE Clear Credit (whether House Positions or Client-Related Positions) after the Termination Close-Out Deadline Date (and notwithstanding any provision in this Chapter 8 of the Rules to the contrary), the Participant shall as from the Termination Close-Out Deadline Date until its Termination Date:

(A) become liable to make any Replenishment Contributions or Assessment Contributions to the General Guaranty Fund that would have fallen due but have not been paid and become liable to have applied any contribution to the General Guaranty Fund that would have been applied but was not so applied, in each case to the extent that the same would have been payable or applied but for its service of a Termination Notice and in each case in respect of any Default affecting a Participant that has occurred subsequent to the Termination Notice Time;

(B) become liable for further obligations to have any contributions to the General Guaranty Fund applied or pay Assessment Contributions in the same way as any other Participant in respect of any Default occurring prior to the Termination Date; and

(C) be subject to ICE Clear Credit exercising rights in Rule 20-605 or Part 8 of the Rules to liquidate or Transfer the Open Positions of the Participant and otherwise deal with the Participant's Contracts and property in the same way as if the Participant were a Defaulting Participant;

(viii) following termination of all Open Positions to which a Retiring Participant was party in relation to its House Account and Client Origin Account and satisfaction in full by such Retiring Participant of all Obligations in respect thereof, (A) ICE Clear Credit shall not be entitled to increase such Retiring Participant's Required Contribution to the General Guaranty Fund and (B) ICE Clear Credit shall return the Retiring Participant's unused contributions to the General Guaranty Fund (including any Assessment Contributions) and any unused Termination Deposit, as well as any other assets of the Retiring Participant not previously returned on the later of:

(1) 30 days after the date on which the termination of the Retiring Participant's Open Positions and the satisfaction in full of all Obligations in respect thereof is completed; or

(2) the end of the monthly period in which such Retiring Participant's Termination Date occurs.

Notwithstanding anything in these Rules to the contrary:

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(1) Intentionally omitted.

(2) Intentionally omitted.

(3) ICE Clear Credit may make partial payment of any amounts due excluding the General Guaranty Fund contribution prior to the time specified in this Rule 807; and

(b) If:

(i) a Participant has served a Termination Notice during a Cooling-off Termination Period; and

(ii) there is a Default or are Defaults before the relevant Termination Date,

then the Participant in question shall remain liable for the application of any then unapplied General Guaranty Fund contributions and unapplied Assessment Contributions (including those paid or which the Participant is liable to pay) for all such Defaults (as if all such Defaults had been declared by ICE Clear Credit prior to the Termination Notice Time), subject to the general limits relating to particular Defaults and all Defaults referred to in Rules 802, 803, 806 and 807.

(c) Except as otherwise agreed by ICE Clear Credit in its discretion, any Termination Notice issued by a Participant shall be irrevocable by the Participant and membership may only be reinstated pursuant to a new application for membership following the close-out of all its open Contracts.

(d) A Participant whose membership has terminated shall, following the Termination Date, cease to be liable for Replenishment Contributions or Assessment Contributions under Rules 801, 802 and 803 in respect of Defaults that occur after the Termination Date. Upon the return of its unused contribution to the General Guaranty Fund under Rule 807(a)(viii), a Retiring Participant shall have no further obligation to make contributions to the General Guaranty Fund (including Assessment Contributions).

(e) This Rule 807 shall not apply to a Defaulting Participant.

(f) At the direction of ICE Clear Credit, a Participant that gives a Termination Notice (other than during a Cooling-off Termination Period) shall be liable to provide, by the opening of business on the ICE Business Day following the day of delivery of the Termination Notice, Assessment Contributions in an amount equal to three times its Required Contribution and required Specific WWR Guaranty Fund Contribution (each as in effect immediately prior to the Termination Notice Time), such amounts to be held by ICE Clear Credit and applied only as permitted for Assessment Contributions in accordance with Chapter 8 of the Rules (a "**Termination Deposit**"). Any references in these Rules to Assessment Contributions being called or applied, in respect of a Participant which has provided such a Termination Deposit, shall be interpreted as a reference to such

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Termination Deposit being applied in satisfaction of such requirements, and a Participant that has served a Termination Notice and made such Termination Deposit shall not be liable for any further Assessment Contributions, regardless of how many Defaults take place (subject to the proviso to Rule 806(b)).

808. Reduced Gains Distribution.

(a) The following terms will have the indicated meanings:

Aggregate Cash Gains or ACG

In respect of any ICE Business Day, the sum of the Cash Gain in respect of all Cash Gainers on such ICE Business Day.

Cash Gain

In respect of any Cash Gainer and any Loss Distribution Day, the amount of Pre-Haircut Gains, Losses and Realized Cash Flows for such Account in respect of such Cash Gainer in respect of such Loss Distribution Day, if positive.

Cash Gainer

In respect of each Contributing Participant and any Loss Distribution Date, each Account in respect of which the Pre-Haircut Gains, Losses and Realized Cash Flows for such Account in respect of such Loss Distribution Day is greater than zero.

Cash Gainer Adjustment

The meaning set out in Rule 808(f).

Cash Loser

In respect of each Contributing Participant and any Loss Distribution Date, each Account in respect of which the Pre-Haircut Gains, Losses and Realized Cash Flows for such Account in respect of such Loss Distribution Day is equal to or less than zero.

Contractual Payments

In respect of each Account and any ICE Business Day, any of the following connected to such Account on such ICE Business Day: any fixed amounts, Initial Payment, physical settlement amount, auction settlement amount or any cash settlement amount (provided that in the case of a physical settlement amount, only the portion thereof in excess of the market value of any obligations delivered in exchange therefor (as determined by ICE Clear Credit) shall constitute a Contractual Payment).

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Where physical delivery or physical settlement is due to be made by way of final settlement under a CDS Contract from ICE Clear Credit to any Participant, and ICE Clear Credit (including any non-defaulting Participant acting as agent for ICE Clear Credit) has not received a corresponding delivery from a Defaulting Participant, ICE Clear Credit may attribute a reasonable value to its delivery obligations and treat such amount as a Contractual Payment for purposes of this definition.

Contributing Participant

A Participant (other than a Defaulting Participant).

Distribution Haircut or DH

On each Loss Distribution Day, the fraction determined by ICE Clear Credit in accordance with the following formula:

DH(t) = UL(t) / ACG(t)

where:

UL means the Uncovered Loss for that day; and

ACG means the Aggregate Cash Gains for that day.

Last Successful Call

The most recent ICE Business Day in respect of which all Outward MTM Payments and Contractual Payments owed by ICE Clear Credit to Participants were paid in full under the Rules (and, for the avoidance of doubt, prior to implementation of Reduced Gains Distributions under this Rule 808).

Loss Distribution Day

An ICE Business Day in the Loss Distribution Period. For the avoidance of doubt, the Loss Distribution Day shall be the date in respect of which a Cash Gainer Adjustment is determined, even though settlement of the related payments occurs on the following ICE Business Day in accordance with the ICE Clear Credit Procedures.

Loss Distribution Period

The period commencing from and including the date specified by ICE Clear Credit in a notice following an RGD Determination and ending as determined in Rule 808(d)

MTM

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Mark-to-Market Margin as defined in Rule 404(a). References in this Rule 808 to the payment of MTM shall be construed as including obligations to transfer cash or other Eligible Margin as a result of changes in MTM Prices (as the difference between MTM Prices on different ICE Business Days) following a recalculation of the MTM Price and not to the total Mark-to-Market Margin Balance at any time.

MTM Price

The Mark-to-Market Price as defined in Rule 404(b).

Outward MTM Payments

On any ICE Business Day, amounts in respect of MTM that ICE Clear Credit has calculated which would, but for this Rule 808, be payable in full by ICE Clear Credit to Contributing Participants (whether relating to their House Account or Client Origin Account) following the determination of MTM Prices for Contracts.

Post Default Period

The period starting at the time of declaration of a Default of a Participant and ending at the time ICE Clear Credit completes the Closing-out Process in respect of each Account of the Defaulting Participant.

Pre-Haircut Gains, Losses and Realized Cash Flows

In respect of each Account of each Contributing Participant and any ICE Business Day, the net amount which would be payable by ICE Clear Credit to such Participant (expressed as a positive number) or by such Participant to ICE Clear Credit (expressed as a negative number) by way of Contractual Payments or MTM in respect of such Account on such ICE Business Day in the absence of the application of the Distribution Haircut.

Received MTM

On a particular ICE Business Day following a Default, the amount (expressed as a positive number) that ICE Clear Credit has actually received in immediately available funds from Participants who are party to Contracts in respect of MTM for such day.

Reduced Gains Distributions

The implementation of reduced gains distributions through the adjustments provided in this Rule 808.

RGD Continuation Conditions

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The meaning set out in Rule 808(d).

RGD Determination

The meaning set out in Rule 808(b).

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In respect of any determination made in relation to an ICE Business Day, such ICE Business Day.

t-1

In respect of any determination made in relation to an ICE Business Day, the ICE Business Day immediately prior to such ICE Business Day.

Total Outbound Pre-Haircut Amount or TPHA

In respect of any ICE Business Day, the sum of all positive Pre-Haircut Gains, Losses and Realized Cash Flows in respect of all Accounts of all Contributing Participants on such ICE Business Day (without offset for any negative Pre-Haircut Gains, Losses and Realized Cash Flows).

Uncovered Loss or UL

In respect of ICE Clear Credit on any Loss Distribution Day, an amount calculated in accordance with the following formula:

Uncovered Loss(t) = TPHA(t) – RM(t)

where:

TPHA means the Total Outbound Pre-Haircut Amount; and

RM means the Received MTM

provided that (i) the Uncovered Loss as at the Last Successful Call shall be zero, and (ii) if the Uncovered Loss would be less than zero, it shall be deemed to be equal to zero;

provided, further, that, where there is more than one Default with overlapping Post Default Periods, the Uncovered Loss may be calculated with regard to Received MTM for all relevant Defaulting Participants and Defaults at that time.

(b) *RGD Determination*. This Rule 808 shall only apply if ICE Clear Credit has determined (any such determination, a "**RGD Determination**") that the following conditions are all satisfied:

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(i) a Default or Defaults have occurred or been declared;

(ii) ICE Clear Credit has exhausted all available Initial Phase Default Resources and Final Phase Default Resources in respect of such Default or Defaults (and for this purpose, Insurance Proceeds that have been claimed but not yet received shall not be deemed available);

(iii) ICE Clear Credit determines, in accordance with the procedures of Rule 20-605(l)(iv)-(v), that Reduced Gains Distribution under this Rule 808 is appropriate in connection with a Secondary Auction under Rule 20-605(f)(ii) or Partial Tear-Up under Rules 20-605(f)(iii) and 809;

(iv) no Termination Circular has been issued; and

(v) there has been no ICE Clear Credit Default.

(c) *Notice*. If there is an RGD Determination, ICE Clear Credit shall issue a notice to Participants to that effect specifying:

(i) the date of commencement of any Loss Distribution Period; and

(ii) such other matters as ICE Clear Credit considers are relevant.

ICE Clear Credit shall issue such notice by Circular (in accordance with its customary procedure for distribution of Circulars) by 7:30 p.m., New York time, on the date the RGD Determination is made (or as soon thereafter as is practicable under the circumstances).

(d) *RGD Continuation*. Following the close of business on the ICE Business Day following a Loss Distribution Day (a "**Potential Loss Distribution Day**"), ICE Clear Credit shall determine, in accordance with Rule 20-605(l)(iv)-(v), whether the RGD Continuation Conditions are satisfied and if so, whether such day should constitute an additional Loss Distribution Day. Notwithstanding anything to the contrary herein, the Loss Distribution Period for any Default (or series of Defaults subject to a Cooling-off Period) shall not extend more than five consecutive ICE Business Days (such fifth Business Day, the "**Final Possible Loss Distribution Day**").

The "**RGD Continuation Conditions**" shall be satisfied on any Potential Loss Distribution Day if ICE Clear Credit determines that favorable conditions for conducting a successful Secondary Auction of all remaining Open Positions of the Defaulting Participant at a cost within any remaining default resources of ICE Clear Credit are likely to be realized by the end of the maximum Loss Distribution Period.

(e) *Termination of RGD*. If, as of the close of business on a Potential Loss Distribution Day, ICE Clear Credit does not determine that the RGD Continuation Conditions are satisfied, or otherwise determines to terminate the Loss

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Distribution Period, then that day shall not be a Loss Distribution Day and the Loss Distribution Period shall have terminated as of the last Loss Distribution Day. In addition, a Loss Distribution Period shall end with immediate effect and without the need for any action on the part of any Participant or ICE Clear Credit upon any ICE Clear Credit Default or other determination to terminate all Contracts under Rule 810. If ICE Clear Credit conducts a successful Secondary Auction on any Potential Loss Distribution Day, that day (or, if ICE Clear Credit so determines, the preceding ICE Business Day) shall be the final Loss Distribution Day. If ICE Clear Credit has not conducted a successful Secondary Auction on the Final Possible Loss Distribution Day, ICE Clear Credit will conduct a Partial Tear-Up as of the close of business on such day in accordance with Rule 20-605(f)(iii) and Rule 809.

(f) *Adjustment of MTM payments for Cash Gainers*. For each Loss Distribution Day for each Account of each Contributing Participant that is deemed to be a Cash Gainer, the amount payable by ICE Clear Credit in respect of the Pre-Haircut Gains, Losses and Realized Cash Flows for such Account for such day shall be reduced by an amount equal to any positive amount determined in accordance with the following formula separately for such Account or, as applicable, increased by the absolute value of any negative amount determined in accordance with the following formula (in each case, such amount the "**Cash Gainer Adjustment**"):

Cash Gainer Adjustment(t) = DH(t) x PHG(t) where:

PHG means the Pre-Haircut Gains, Losses and Realized Cash Flows;

DH means the Distribution Haircut, expressed as a decimal provided that it shall be no greater than 1; and

(g) *No Adjustment for Cash Losers.* Nothing in this Rule 808 shall reduce or offset the obligation of a Cash Loser to pay any MTM or Contractual Payments owed by it in respect of a Loss Distribution Day.

(h) *Application of Cash Gainer Adjustments*. For each Loss Distribution Day, ICE Clear Credit shall apply any Cash Gainer Adjustment as set forth above as an offset against any payments receivable by the relevant Participant or aggregate it with any required payment to ICE Clear Credit for the relevant Account. MTM obligations and related adjustments pursuant to this Rule 808 of Contributing Participants shall then be paid and collected following such netting with other payment obligations.

(i) Notwithstanding the effects of this Rule 808 during a Loss Distribution Period:

(i) Participants shall remain liable to pay, and shall continue to make timely payment of, all amounts falling due to, and shall remain liable to deliver, and shall continue to make timely delivery of, all property falling due for

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delivery to, ICE Clear Credit in accordance with the Rules and Procedures, including obligations to pay Initial Margin, Mark-to-Market Margin, General Guaranty Fund contributions and Assessment Contributions (in the latter case, subject always to the relevant limits set out in the Rules).

(ii) ICE Clear Credit will remain liable to pay or release Initial Margin to Participants in the usual way, subject to netting to take account of any applicable Cash Gainer Adjustment. For the avoidance of doubt, ICE Clear Credit's obligation to pay or release Initial Margin shall not be subject to reduction under this Rule 808 as a result of any Distribution Haircut.

(iii) All such other Participants' payments shall be made without regard to whether any payment which would have fallen due (were it not for the RGD Determination) has been made and without any offsetting or withholding of amounts under any other right of or to netting, set-off, lien, recouping, property, combination of accounts or other basis.

(j) Any rebate, incentive scheme or fee discount arrangements that would otherwise result in amounts being payable by ICE Clear Credit in respect of Contracts affected by the arrangements during the Loss Distribution Period shall not be applicable during any Loss Distribution Period.

(k) Action by ICE Clear Credit under and in accordance with this Rule 808 shall not constitute an ICE Clear Credit Default.

(l) Implementation of Reduced Gains Distributions shall not affect the determination of the MTM Price on any ICE Business Day. After the end of the Loss Distribution Period, ICE Clear Credit shall not determine further Cash Gainer Adjustments with respect to MTM or Contractual Payments and shall calculate, collect and pay MTM payments and Contractual Payments in the ordinary course, without adjustment to take into account any Cash Gainer Adjustments during the Loss Distribution Period except as provided in Rule 808(m) below.

(m) ICE Clear Credit shall pay to each Contributing Participant an amount equal to the aggregate of Cash Gainer Adjustments made with respect to such Contributing Participant during the Loss Distribution Period ("**Post-RGD Payments**"), to the extent of available funds remaining under Rule 802(b) (including Insurance Proceeds, if any, received by ICE Clear Credit), promptly after settlement of all obligations with respect to any Secondary Auction, Partial Tear-Up or Termination. For such purpose, Post-RGD Payments will constitute Remaining Reimbursement Obligations.

(n) Except as expressly provided in this Rule 808, this Rule is without prejudice to ICE Clear Credit's rights to set off or net any sum owed by a Participant to ICE

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Clear Credit against any sum payable by ICE Clear Credit to a Participant or to any other powers of ICE Clear Credit under the Rules.

(o) In carrying out any calculations or making any determinations pursuant to this Rule 808, ICE Clear Credit may convert any amounts denominated in one currency into another currency chosen by ICE Clear Credit in its discretion and at a prevailing market rate of exchange reasonably determined by ICE Clear Credit (using a third party source, if practicable).

(p) For the avoidance of doubt, all calculations under this Rule 808 in respect of the Client Origin Account shall be determined on a gross basis across each Non-Participant Party Portfolio (but on a net basis within each such portfolio), including without limitation for purposes of the calculation of any Cash Gainer Adjustment, such that the same Distribution Haircut applies to each Non-Participant Party Portfolio. The foregoing shall not restrict ICE Clear Credit's ability to determine a net amount payable to or from the relevant Participant in respect of Mark-to-Market Margin based on such gross amounts determined in respect of each Non-Participant Party Portfolio of such Participant, or otherwise restrict ICE Clear Credit's ability to determine a net payment or settlement amount under these Rules owed by either ICE Clear Credit to a Participant or a Participant to ICE Clear Credit in respect of the Client-Related Positions in a Client Origin Account. All calculation under this Rule 808 in respect of the House Account shall be determined a net basis for all positions within such account (regardless of any desk or other subaccounts maintained thereunder for administrative purposes).

(q) Where Physical Settlement is applicable to any CDS Contract, on any Business Day during a Loss Distribution Period, ICE Clear Credit may make such adjustments as are necessary to the calculation of Cash Gainer Adjustment to reflect the cash payment flows arising from such Physical Settlement, based on the principle that the calculation of Cash Gainer Adjustment is designed to capture all profits and/or losses on Open Positions during the relevant Loss Distribution Period.

809. Partial Tear-Up

(a) The provisions of this Rule 809 shall apply only if Partial Tear-Up is to occur under Rule 20-605(f)(iii), as determined in accordance with the procedures in Rule 20-605(l)(iv)-(v) and the Secondary Auction Procedures. Notwithstanding anything to the contrary herein, Partial Tear-Up will not apply unless ICE Clear Credit has previously attempted one or more Default Auctions or Secondary Auctions with respect to the Open Positions of the Defaulting Participant. ICE Clear ICE Clear Credit will notify the staff of the CFTC and SEC of a determination that Partial Tear-Up will apply.

(b) If Partial Tear-Up applies, ICE Clear Credit will issue a notice (a "**Partial Tear-Up Circular**") stating:

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(i) the remaining Open Positions of the Defaulting Participant that have not otherwise been replaced or terminated through the Closing-Out Process (the "**Remaining Defaulted Positions**");

(ii) with respect to each other Participant, the Open Positions of such Participant that will be subject to Partial Tear-Up (the "**Tear-Up Positions**");

(iii) the termination price (the "**Partial Tear-Up Price**") for each Tear-Up Position; and

(iv) the date and time as of which Partial Tear-Up will occur, which will be 5 p.m. New York time on the Final Possible Loss Distribution Day (or 5 p.m. New York time on any earlier ICE Business Day as of which ICE Clear Credit has determined that a Secondary Auction has failed and/or that a Loss Distribution Period will not continue) (the "**Partial Tear-Up Time**").

(c) ICE Clear Credit will determine and designate the Tear-Up Positions of Participants pursuant to the following methodology: ICE Clear Credit will only designate Tear-Up Positions in the identical Contracts (on the opposite side of the market) and in an aggregate amount equal to that of the Remaining Defaulted Positions. ICE Clear Credit will designate Tear-Up Positions in a particular Contract only for Participants that have an Open Position in such Contract, whether for their House Account and/or Client Origin Account, as follows: ICE Clear Credit shall designate Tear-Up Positions in the House and Client Origin Accounts of all Participants with Open Positions in the relevant Contracts in such Accounts, on a pro rata basis (provided that solely to the extent such pro rata determination would result in creation of a Tear-Up Position with a notional amount that includes a fraction of 0.01 in the relevant currency, ICE Clear Credit will reallocate such fractional position among Participants on a random basis to avoid such result). With respect to a Tear-Up Position designated in a Client Origin Account of a Participant, the Tear-Up Position shall be allocated on a pro rata basis across any Non-Participant Parties that have Open Positions in such Contract in such account. Where ICE Clear Credit has in effect one or more hedging transactions related to the Remaining Default Positions which hedging transactions will not themselves be subject to Partial Tear-Up, ICE Clear Credit may offer to assign or transfer such hedging transactions to Participants with related Tear-Up Positions, on such basis as ICE Clear Credit may reasonably determine.

(d) Upon and with effect from the Partial Tear-Up Time, every Tear-Up Position shall be automatically terminated at the Partial Tear-Up Price, without the need for any further step by any party to such Contract. Upon such termination, either ICE Clear Credit or the relevant Participant, as the case may be, shall be obligated to pay to the other the applicable Partial Tear-Up Price (which, in either case, shall be satisfied only through application of any applicable Mark-to-Market Margin for such Tear-Up Position, determined for this purpose as though all Mark-to-Market

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Margin payments had been made in any relevant Loss Distribution Period without regard to any Cash Gainer Adjustments). Upon the termination of a Tear-Up Position, the corresponding Open Position of the Defaulting Participant shall be deemed terminated at the Partial Tear-Up Price.

(e) The Partial Tear-Up Price for each Tear-Up Position shall equal the Mark-to-Market Price established for such position as of the Partial Tear-Up Time, determined using the methodology customarily applicable for determining Mark-to-Market Prices. Such Partial Tear-Up Price shall be determined without regard to any Adjustment Amounts applied pursuant to Reduced Gains Distributions under Rule 808.

(f) No action or omission by ICE Clear Credit pursuant to and in accordance with this Rule 809 shall constitute an ICE Clear Credit Default.

810. Termination of Clearing.

(a) This Rule 810 shall apply if (i) the Board determines at any time during the Closing-out Process or otherwise that a winding up of all outstanding Contracts is prudent or desirable or that the clearing service should be terminated or (ii) all outstanding Contracts are terminated pursuant to Rule 805.

(b) If Contracts are terminated under this Rule 810, the date and time of termination (the "**Termination Time**") will be:

(i) in the case of termination under Rule 810(a)(i), the time specified in the Termination Circular, which shall be within one ICE Business Day after issuance of such circular (and if such time is not otherwise specified, 5 p.m. New York time on the ICE Business Day after issuance of the Termination Circular); or

(ii) in the case of termination under Rule 805 and 810(a)(ii), 5 p.m., New York time on the second ICE Business Day following the date the ICE Clear Credit Default occurs under Rule 805.

(c) If Contracts are terminated under this Rule 810, ICE Clear Credit must issue a notice (a "**Termination Circular**") stating:

(i) In the case of Rule 810(a)(i), ICE Clear Credit's intention to rely upon and apply Rule 810, and in the case of Rule 810(a)(ii), that all outstanding Contracts will terminate in accordance with Rule 805;

(ii) the applicable Termination Price for each Contract type that is to be terminated;

(iii) the Termination Time, as determined pursuant to Rule 810(b); and

(iv) such other matters as ICE Clear Credit considers are relevant.

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In the case of a termination under Rules 805 and 810(a)(ii), ICE Clear Credit shall issue the Termination Circular on the date of occurrence of the ICE Clear Credit Default. For the avoidance of doubt, failure by ICE Clear Credit to timely issue a Termination Circular in such case shall not alter the effectiveness or timing of any termination under Rule 805 and 810(a)(ii).

(d) Upon and with effect immediately as from the Termination Time, every Open Position (other than, for the avoidance of doubt, any such Open Position that has been terminated or transferred prior to the Termination Time) shall be automatically terminated at the Termination Price, without the need for any further step by any party to such Contract.

(i) The termination price (the "**Termination Price**") per unit of notional amount for purposes of any termination and final settlement pursuant to Rule 810 shall be the same for all Contracts of the same type and shall be the same for all Participants that are party to Contracts of such type. Termination Prices shall be based upon the value of Contracts as at the Termination Time in accordance with the principles set out in this Rule 810(c) but without regard to any Adjustment Amounts applied pursuant to Reduced Gains Distributions under Rule 808. Such Termination Prices shall be calculated based on the latest established Mark-to-Market Price for each relevant Contract as at the Termination Time, determined using the methodology customarily applicable for determining Mark-to-Market Prices;

provided that, ICE Clear Credit may, following consultation with the Risk Committee, determine that it should conduct a final price submission and price determination process to determine a Mark-to-Market Price for purposes of termination prior to or around the Termination Time in which it shall use its standard processes and procedures to determine the price and which Participants shall participate in fully, in good faith, using their standard processes and procedures and in accordance with applicable laws;

provided, further, that ICE Clear Credit may determine instead to use the last market quotation or settlement price established or published by another exchange, swap execution facility or clearing organization (that is not subject to an insolvency) selected by ICE Clear Credit for an economically similar contract immediately prior to the Termination Time.

(ii) Any rebate, incentive scheme or fee discount arrangements that would otherwise result in amounts being payable by ICE Clear Credit (whether for itself or on behalf of any Market) in respect of Contracts to be terminated under this Rule 810 shall not be applicable in respect of such Contracts.

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(iii) In carrying out any calculations or making any determinations pursuant to this Rule 810, ICE Clear Credit may convert any amounts denominated in one currency into another currency chosen by ICE Clear Credit in its discretion and at a prevailing market rate of exchange reasonably determined by ICE Clear Credit (using a third party source, if practicable).

(e) Final settlement with respect to such terminated contracts (the "**Wound-Up Contracts**") will be made as follows. ICE Clear Credit shall determine a single net amount owed by or owed to each Participant in respect of House Positions and a single net amount owed by or owed to each Participant in respect of Client-Related Positions shall be determined, which net amount for the avoidance of doubt shall take into account Mark-to-Market Margin Transferred by such Participant to ICE Clear Credit and Mark-to-Market Margin Transferred by ICE Clear Credit to such Participant, as applicable (in each case determined for this purpose as though all Mark-to-Market Margin payments had been made in any relevant Loss Distribution Period without regard to any Cash Gainer Adjustments). For purpose of this calculation, net amounts owed by a Participant with respect to Client-Related Positions may be offset and netted against net amounts owed to a Participant with respect to House Positions; provided that net amounts owed by a Participant with respect to House Positions may not be offset or netted against net amounts owed to a Participant with respect to Client-Related Positions.

ICE Clear Credit shall apply all amounts collected from Participants who owe ICE Clear Credit a net amount under the Wound-up Contracts (directly or through Margin deposited by such Participant (without duplication of Mark-to-Market Margin amounts taken into consideration in calculating such net amount) and other funds in or payable to the accounts of the Participant or from any applicable guarantor, provided that Margin provided in respect of Client-Related Positions may only be applied to the extent net amounts are owed in respect of Client-Related Positions), plus all available amounts in the General Guaranty Fund in accordance with Rule 802, to pay all net amounts owed by ICE Clear Credit to Participants under the Wound-up Contracts, subject to the limitation of liability set forth in Rule 312. To the extent the amounts owed by ICE Clear Credit exceed the amounts available for payment, the amounts available for payment shall be prorated based on the relative net amounts owed by ICE Clear Credit to Participants under Wound-up Contracts.

(f) No action or omission by ICE Clear Credit pursuant to and in accordance with this Rule 810 shall constitute an ICE Clear Credit Default.

(g) For the sake of clarity, if ICE Clear Credit and some or all of the Retiring Participants agree to establish a new General Guaranty Fund (the "**New General Guaranty Fund**") and to have ICE Clear Credit accept for clearing replacements for some or all of the Wound-up Contracts, the limitation of liability set forth in Rule 312 shall continue to apply to the Wound-up Contracts, ICE Clear Credit shall be liable only to the extent set forth in such Rule 312, and the New General

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Guaranty Fund shall not be available to satisfy any obligations in respect of the Wound-up Contracts.

811. Non-Default Losses.

(a) This Rule 811 shall apply if ICE Clear Credit determines that a Non-Default Loss, Investment Loss or Custodial Loss has occurred.

(b) Any Non-Default Loss shall be met solely from the capital and other assets of ICE Clear Credit available for such purpose at such time (including, if available, Custodial Loss Resources and Investment Loss Resources). Non-Default Losses shall not be met from contributions of Participants to the General Guaranty Fund, Assessment Contributions, Margin provided by Participants, the ICE Clear Credit Initial Contribution, the ICE Clear Credit Continuing Contribution or Additional ICC Collateral Deposits. Without limiting the foregoing, Participants shall not be responsible to ICE Clear Credit for Non-Default Losses.

(c) If ICE Clear Credit determines that an Investment Loss has occurred, ICE Clear Credit will first apply to such Investment Loss any Investment Loss Resources that were available at the time of the event giving rise to the Investment Loss. To the extent such Investment Loss Resources are insufficient to cover such Investment Loss in full (the amount of such insufficiency, an "**Investment Loss Shortfall**"), ICE Clear Credit may determine that Rule 811(d) applies. In the case of simultaneous Investment Losses for the House Account and Client Origin Account, available Investment Loss Resources will be applied pro rata based on the amount of such Investment Losses.

For the avoidance of doubt, (i) a negative yield or interest rate on an ICE Clear Credit investment or (ii) losses in the market value of any securities or other non-cash assets provided by a Participant in respect of its Margin requirements or contribution to the General Guaranty Fund shall not constitute Investment Losses or Non-Default Losses, and shall be for the account of the relevant Participant.

(d) If this Rule 811(d) applies, Participants (including any Defaulting Participant) shall indemnify ICE Clear Credit, and become liable to pay Investment Loss Contributions to ICE Clear Credit, in an aggregate amount equal to the Investment Loss Shortfall, allocated as follows:

(i) In the case of an Investment Loss in the House Account, each Participant shall be obligated to pay an Investment Loss Contribution equal to its pro rata share of the Investment Loss Shortfall, determined based on the proportion of its Participant IM/GF Contribution to the Total Participant IM/GF Contribution of all Participants; and

(ii) In the case of an Investment Loss in the Client Origin Account, each Investing Participant shall be obligated to pay an Investment Loss Contribution equal to its pro rata share of the Investment Loss Shortfall,

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determined based on the proportion of its Participant IM/GF Contribution to the aggregate Participant IM/GF Contributions of all Investing Participants. For this purpose, whether a Participant is an Investing Participant shall be determined as of the time immediately prior to the Investment Loss.

(e) Notwithstanding anything to the contrary herein, the Investment Loss Contribution for a Participant in respect of any event giving rise to an Investment Loss shall not exceed such Participant's Participant IM/GF Contribution.

(f) If ICE Clear Credit determines that a Custodial Loss has occurred, ICE Clear Credit will first apply to such Custodial Loss any Custodial Loss Resources that were available at the time of the event giving rise to the Custodial Loss. To the extent such Custodial Loss Resources are insufficient to cover such Custodial Loss in full (the amount of such insufficiency, a "**Custodial Loss Shortfall**"), ICE Clear Credit may determine that Rule 811(g) applies. Notwithstanding the foregoing, in the event of a Custodial Loss arising where the Custodian is a central bank, (i) ICE Clear Credit shall not be obligated to apply Custodial Loss Resources to such Custodial Loss, (ii) the full amount of such Custodial Loss shall constitute a Custodial Loss Shortfall, and (iii) ICE Clear Credit may apply Rule 811(g) to such Custodial Loss Shortfall.

(g) If this Rule 811(g) applies, all Participants (including any Defaulting Participant) shall indemnify ICE Clear Credit, and become liable to pay Custodial Loss Contributions to ICE Clear Credit, in an aggregate amount equal to the Custodial Loss Shortfall, allocated as follows: Each Participant shall be obligated to pay a Custodial Loss Contribution equal to its pro rata share of the Custodial Loss Shortfall, determined based on the proportion of its Participant IM/GF Contribution to the Total Participant IM/GF Contribution of all Participants.

(h) Notwithstanding anything to the contrary herein, the Custodial Loss Contribution for a Participant in respect of any event giving rise to a Custodial Loss shall not exceed such Participant's Participant IM/GF Contribution.

(i) For the avoidance of doubt, Investment Loss Contributions shall only be applied to meet an Investment Loss Shortfall, and Custodial Loss Contributions shall only be applied to meet a Custodial Loss Shortfall.

(j) In the event that ICE Clear Credit determines to require Investment Loss Contributions under Rule 811(d) or Custodial Loss Contributions under Rule 811(g), it shall issue a Circular specifying (i) the nature and extent of the Investment Loss or Custodial Loss, as applicable, (ii) the aggregate amount of the Investment Loss Contributions or Custodial Loss Contributions, as applicable, and the date on which such contributions will become due, and (iii) such other matters as ICE Clear Credit considers to be relevant.

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(k) All Loss Contributions shall arise on the date specified in the notice under Rule 811(j). Any Loss Contributions falling due may, at the election of ICE Clear Credit, be offset against the obligation of ICE Clear Credit to return any House Account Initial Margin or return any General Guaranty Fund contributions owed to the Participant and may be collected pursuant to a call for additional cash margin from the House Account or cash Guaranty Fund Deposit Requirements, as applicable.

(l) (i) With respect to an Investment Loss or Custodial Loss, as applicable, if, after any Loss Contributions have fallen due, the ICE Clear Credit collects or recovers amounts from an issuer, counterparty, Custodian or other Person ("**Loss Claims**") so as to reduce the Investment Loss or Custodial Loss, as applicable, ICE Clear Credit shall apply such amounts in the following order: (A) to the costs and expenses of ICE Clear Credit or its agents, including, without limitation, fees and expenses of counsel, of obtaining such collection or recovery, (B) in the event ICE Clear Credit or other Persons paid any amounts (other than Loss Resources) to meet the Investment Loss or Custodial Loss following exhaustion of the Loss Contributions, to ICE Clear Credit or other Persons to the extent of such amounts paid, (C) to the Participants that provided such Loss Contributions, pro rata in respect of their respective satisfied Loss Contributions relating to the event in question, up to the amount of such Loss Contributions; and (D) the remainder, to ICE Clear Credit in respect of Loss Resources applied pursuant to this Rule 811. To the extent necessary for this purpose, each Participant authorizes and appoints ICE Clear Credit to pursue any such collections or recoveries on its own behalf and on behalf of the Participants.

(ii) ICE Clear Credit shall exercise the same degree of care in the administration, enforcement and collection of any Loss Claims as it exercises with respect to its own assets that are not subject to allocation pursuant to this Rule 811(l). In furtherance of the foregoing, ICE Clear Credit may determine, in its reasonable discretion, whether or not to commence, continue, maintain, sell, dispose of or settle or compromise any litigation, arbitration or other action with respect to any Loss Claim, without the consent of any Participant or other Person. Without limiting Rule 312, ICE Clear Credit shall not be liable for losses arising from any error in judgment or for any action taken or omitted to be taken by it with respect to Loss Claims, except for such losses that result from ICE Clear Credit's gross negligence or willful misconduct. ICE Clear Credit may, in its discretion, assign to Participants any Loss Claim, in whole or in part, and such assignment shall satisfy in full ICE Clear Credit's obligations under this Rule 811(l) with respect to any such claim (or portion thereof) or recoveries therefrom.

(m) No Loss Contribution shall reduce or otherwise affect the liability of a Participant to provide Initial Margin or make contributions to the General Guaranty Fund, Replenishments, or Assessment Contributions. Notwithstanding any Loss Contributions, Participants shall remain liable to pay, and shall continue to make timely payment of, all amounts falling due to, and shall remain liable to deliver, and shall continue to make timely delivery of, all property falling due for delivery

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to, ICE Clear Credit in accordance with the Rules, including obligations to pay Initial Margin, contributions to the General Guaranty Fund, Replenishments and Assessment Contributions, and ICE Clear Credit will remain liable to pay or release margin to Participants in the usual way, subject to netting as applicable under Rule 811(k) as described above. All such payments shall be made without regard to whether any payment which would have fallen due (were it not for the Loss Contributions) and without any offsetting or withholding of amounts under any other right of or to netting, set-off, lien, recouping, property, combination of accounts or other basis.

(n) If ICE Clear Credit determines that it has called for Loss Contributions in excess of that required or actually applied against an Investment Loss Shortfall or Custodial Loss Shortfall, as applicable, it shall promptly credit any excess amounts to the Participant's account.

(o) Liabilities of Participants in respect of Loss Contributions under this Rule 811 shall apply independently from any rights to call for Assessments under Rule 803 and give rise to a separate and additional payment obligation for Participants. For the avoidance of doubt, none of the caps on Assessments arising pursuant to Rule 803 or 806 shall restrict or limit any liability of a Participant in respect of Loss Contributions under this Rule 811.

(p) Action by ICE Clear Credit under and in accordance with this Rule 811 shall not constitute an ICE Clear Credit Default.

(q) Except as expressly provided in this Rule 811, this Rule is without prejudice to ICE Clear Credit's rights to set off or net any amount owed by a Participant to ICE Clear Credit against any sum payable by ICE Clear Credit to a Participant or to any other powers of ICE Clear Credit under the Rules.

(r) In carrying out any calculations or making any determinations pursuant to this Rule 811, ICE Clear Credit may convert any amounts denominated in one currency into another currency chosen by ICE Clear Credit in its discretion and at a prevailing market rate of exchange reasonably determined by ICE Clear Credit (using a third party source, if practicable).

(s) ICE Clear Credit will determine from time to time of the amount of Custodial Loss Resources and Investment Loss Resources. ICE Clear Credit will notify Participants of such amount at least annually and promptly following any change therein.

(t) ICE Clear Credit shall notify Participants by Circular of the total amount of Custodial Loss Resources applied in connection with any Custodial Loss or Investment Loss Resources applied in connection with any Investment Loss, promptly after the same being applied. No replenishment of ICE Clear Credit's assets (including any replenishment of Custodial Loss Resources or Investment Loss Resources) shall result in any obligation of any Participant to pay Loss

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Contributions being reduced nor the size of any Investment Loss Shortfall or Custodial Loss Shortfall being reduced. ICE Clear Credit may replenish Loss Resources through applying retained earnings, where these are available. To the extent that ICE Clear Credit replenishes Loss Resources or its capital in such or other circumstances, its liability for any further Custodial Losses or Investment Losses shall not exceed the amount specified in Rule 811(s).

(u) Without limiting Rule 312 or Rule 406, but subject to any contrary requirements of applicable law, and except as provided in this Rule 811, ICE Clear Credit shall not be liable to any Participant, Non-Participant Party or other Person for any losses, liabilities, damages, costs, claims, shortfalls or expenses arising out of or relating to the holding, deposit, custody, transfer or investment of contributions to the General Guaranty Fund, Assessment Contributions, and/or Margin (whether for the House Account or Client Origin Account); provided that nothing in this Rule 811(u) will limit any liability of ICE Clear Credit for its own gross negligence or willful misconduct.

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9. ARBITRATION RULES

900. Quorum and Disqualification

(a) The Arbitration Committee shall consist of such number of Persons as the Board shall determine from time to time. The President shall appoint Public Directors of the Board as the Chairman and Vice Chairman of the Arbitration Committee and shall appoint employees of Participants and Persons who are not Participants to the Arbitration Committee to serve until new committees are appointed. The President may at any time remove any member of the Arbitration Committee, with or without cause, and all vacancies shall be filled as in the case of an original appointment. An individual shall be disqualified from taking any action as a member of the Arbitration Committee or as an arbitrator prescribed in the Arbitration Rules if such individual or an Affiliate has an interest in the Claim or dispute. Any member of the Arbitration Committee may disqualify himself or herself for any reason he or she deems appropriate. Each member of the Arbitration Committee or arbitrator appointed to hear and determine a Claim or grievance shall conduct himself or herself in a manner consistent with the ABA/American Arbitration Association's "Code of Ethics for Arbitrators in Commercial Disputes" and shall disclose to the Chairman of the Arbitration Committee, who shall thereafter advise the parties to the arbitration, at any stage of the arbitration, any past or present, direct or indirect financial, business, professional, family or social relationship which is likely to affect an appearance or which might reasonably create an appearance of partiality or bias.

(b) If the Chairman of the Arbitration Committee is disqualified or is unavailable, the Vice Chairman of the Arbitration Committee shall act as Chairman. If both the Chairman and the Vice Chairman of the Arbitration Committee are disqualified or are unavailable, the President shall appoint another member of the Arbitration Committee, who is not affiliated with a Participant, to act as Chairman.

(c) The lesser of a majority or three (3) members of the Arbitration Committee shall constitute a quorum for the transaction of business. Any action taken by a vote of the majority of the Arbitration Committee members present at a meeting at which a quorum is present shall be deemed to be a valid action of the Arbitration Committee.

901. Definitions

Unless otherwise indicated, the following terms shall, for the purposes of Chapter 9 of the Rules (the "**Arbitration Rules**"), have the following meanings:

Allowable Claim

A Claim for losses arising directly from or relating to the clearing of any Contract. An Allowable Claim shall not include legal or other incidental expenses incurred

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in connection with any such losses or with the events giving rise to any such losses.

Claim or grievance

Any dispute which arises out of or relating to the clearing of Contracts subject to the Rules by or through a Participant, which dispute does not require for adjudication the presence of essential witnesses or third (3rd) parties over whom ICE Clear Credit does not have jurisdiction or who are otherwise not available. The term "Claim or grievance" shall not include (i) disputes involving matters subject to resolution under Chapter 21 of the Rules or (ii) any claim or grievance against ICE Clear Credit.

Claimant

A Person who asserts a Claim pursuant to these Arbitration Rules.

Clearing Organization

A derivatives clearing organization registered with the Commodity Futures Trading Commission or a securities clearing agency registered with the Securities and Exchange Commission.

Non-Participant Party

Any Person with a Claim or grievance against a Participant; provided, however, that it shall not include Participants.

Notice of Arbitration

A notice provided under Rule 903(a)(i).

Respondent

A Person against whom a Claim is asserted pursuant to these Arbitration Rules.

902. Jurisdiction

(a) Any Claim or grievance by a Non-Participant Party against a Participant, shall, if the Non-Participant Party so elects, be settled by arbitration in accordance with these Arbitration Rules unless the Claim or grievance is capable of being settled by arbitration under the rules of a registered futures association, as defined in the Commodity Exchange Act, or a national securities association, as defined in the Securities Exchange Act. If such a Claim or grievance is made in accordance with these Arbitration Rules, any counterclaim permissible under subparagraph (a)(ii) of Rule 903 of these Arbitration Rules shall, if asserted by such Participant, likewise be settled by arbitration in accordance with these Arbitration Rules.

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(b) Any Allowable Claim by a Participant against another Participant, whether originating before or during the period of time that the parties are Participants, shall be settled by arbitration in accordance with these Arbitration Rules unless the claim is capable of being settled by arbitration under the rules of a registered futures association, as defined in the Commodity Exchange Act, or a national securities association, as defined in the Securities Exchange Act. If such an Allowable Claim is made in accordance with these Arbitration Rules, any Allowable Claim which may be asserted as a counter-claim under subparagraph (a)(ii) of Rule 903 shall likewise be settled by arbitration in accordance with these Arbitration Rules. Arbitration proceedings invoked pursuant to this paragraph shall be independent of, and shall not interfere with or delay the resolution of a Non-Participant Party's Claims and grievances submitted for arbitration pursuant to paragraph (a).

(c) All other disputes or controversies, regardless of their nature, between or among any two (2) or more parties, shall, if agreed to by all parties involved, be settled by arbitration in accordance with these Arbitration Rules. Arbitration proceedings invoked pursuant to this paragraph shall be independent of, and shall not interfere with or delay the resolution of a Non-Participant Party's Claims and grievances submitted for arbitration pursuant to paragraph (a).

(d) Notwithstanding the foregoing, any Panel or, in the absence of a Panel, any three (3) members of the Arbitration Committee appointed by the Chairman of the Arbitration Committee, in its sole and absolute discretion, may decline to take jurisdiction of, or, having taken jurisdiction may at any time decline to proceed further with, any Claim or grievance or any other dispute, controversy or counterclaim, other than such as may be asserted under paragraph (a) of this Rule.

(e) The commencement of an arbitration under these Rules by a Non-Participant Party against a Participant will not in itself preclude a Participant from exercising its rights and remedies under its agreements with a Non-Participant Party, nor will these Arbitration Rules be deemed to permit a Non-Participant Party to obtain any stay, injunction or similar relief that would preclude a Participant from exercising such rights and remedies as a result of the commencement of an arbitration under these Rules.

903. Procedure

(a) Claims Asserted Pursuant to Rules 902(a) and (b).

(i) A Person desiring to invoke the provisions of this paragraph (a) shall, within two (2) years from the time the Claim or grievance arose, file with the ICE Clear Credit a Notice of Arbitration. The Notice of Arbitration shall set forth the name and address of the party or parties against whom the Claim or grievance is being asserted, the nature and substance of the Claim or grievance, the relief requested and the factual and legal bases

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alleged to underlie such relief. In the event of a Notice of Arbitration submitted by a Non-Participant Party, such Notice of Arbitration shall indicate whether the Non-Participant Party elects to have the Claim or grievance heard and determined by a Mixed Panel, as provided in subparagraph (a)(iii) of this Rule. Failure to so indicate will be deemed a waiver of such election.

The Notice of Arbitration shall be accompanied by the Claimant's non-refundable check payable to ICE Clear Credit in payment of the arbitration fee. The amount of the fee shall be determined by the amount of the relief requested in the Notice of Arbitration, as follows:

Relief Requested	**Amount of Fee**
Up to $100,000	$1000
$100,001 and above	$1,000, plus 1/2% of excess over $100,000

(ii) Upon receipt, ICE Clear Credit shall promptly deliver a copy of the Notice of Arbitration to each Respondent and to the Chairman of the Arbitration Committee. Each Respondent shall, within twenty (20) days following the delivery of such Notice, file an Answering Statement with the ICE Clear Credit, with a copy to the Claimant, setting forth its position with respect to the Claimant's Claim or grievance. Any allegation in the Notice of Arbitration not denied by a Respondent in its Answering Statement shall be deemed admitted.

The Answering Statement may set forth one (1) or more counterclaims against the Claimant provided that any such counterclaims (A) arise out of the Trade or occurrence that is the subject of the Claimant's claim or grievance and (B) do not require for adjudication the presence of essential witnesses, parties or third (3rd) Persons over which the ICE Clear Credit does not have jurisdiction. Other counterclaims are permissible only if the Claimant agrees to the submission thereof after such counterclaims have arisen.

If an Answering Statement sets forth one (1) or more counterclaims, the Claimant shall reply to such counterclaims within twenty (20) days following delivery of the Respondent's Answering Statement. The Reply shall be filed with ICE Clear Credit, with a copy to the Respondent involved.

(iii) The Chairman of the Arbitration Committee, promptly after receipt by the ICE Clear Credit of the Answering Statement, shall appoint a Panel of disinterested Persons to hear and determine the Claim or grievance, selecting one (1) as the Chairman of the Panel. If the amount of relief requested is more than or equal to $100,001, the Panel shall be composed of three (3) or more individuals. If the amount of relief requested is less than $100,001, a sole arbitrator may be appointed by the

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Chairman of the Arbitration Committee in accordance with subparagraph (a)(viii) of the Rule. In a case where a Non-Participant Party has, in its Notice of Arbitration, elected a Mixed Panel, at least a majority of the Persons selected shall not be Participants, clearing participants or clearing members or associated with any Participant, clearing participant or clearing member of a Clearing Organization, or any employee thereof, or otherwise associated with a Clearing Organization. Promptly following such appointment, ICE Clear Credit shall forward copies of the Notice of Arbitration Answering Statement and Reply, if there be one, to the Panel members selected.

(iv) ICE Clear Credit shall notify the parties of the appointment of the members of the Panel. Any party objecting to all or any members of the Panel shall file such objection with the Chairman of the Arbitration Committee within ten (10) days of the giving of such notice by ICE Clear Credit. The Chairman of the Arbitration Committee shall then determine whether changes in the composition of the Panel are appropriate, and if so, shall make such changes. Any vacancy occurring on the Panel for any reason shall be filled by an individual appointed by the Chairman of the Arbitration Committee. The parties shall be notified of the filling of such vacancy and may file objections to the new appointee to the Panel in accordance with the procedure set forth above.

(v) (A) The parties shall, within a time specified by the Chairman of the Panel, furnish each other and the Panel with a statement listing the witnesses expected to be called and the documents expected to be introduced into evidence, together with copies of such documents. Unless the Panel waives compliance with this requirement, no witness may testify and no documentary evidence may be introduced at the hearing unless listed in (and, in the case of documents, furnished with) such statement.

(A) After the exchange of documents, any party may notify another party and the Chairman of the Panel of any pertinent documents and information it seeks from such other party that were not provided as part of the document exchange. The other party has five (5) days to provide the requested documents or information or object to their production. Any objection to a request for the production of documents or other information shall be resolved by the Chairman of the Panel, or his or her designee.

(vi) The Panel shall establish, on not less than ten (10) days' written notice to the parties, the date, time and place of the hearing. Each Panel shall determine the procedures to be followed in any hearing before it, including the use of preliminary hearings to resolve discovery disputes, simplify the issues, and expedite the hearings, except that the following shall apply in every case:

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(A) Each of the parties shall be entitled to appear personally at the hearing.

(B) Each of the parties, at their own expense, shall have the right to be represented by counsel in any aspect of the proceeding.

(C) Each of the parties shall be entitled to (1) prepare and present all relevant facts in support of the Claims and grievances, defenses or counterclaims, and to present rebuttal evidence to such Claims or grievances, defenses or counterclaims made by the other parties, (2) examine the other parties, (3) examine any witnesses appearing at the hearing, and (4) examine all relevant documents presented in connection with the Claim or grievance, or any defense or counterclaim applicable thereto.

(D) The formal rules of evidence shall not apply.

(E) No verbatim record shall be made of the proceedings, unless requested by a party who shall bear the cost of such record. If such a request is made, a stenographic transcript shall be taken, but not transcribed unless requested by a party who shall bear the cost of such transcription.

(F) Ex parte contacts by any of the parties with members of the Panel shall not be permitted.

(G) The Panel shall have the power, on the request of any party or on its own motion, to require any Person to testify and/or to produce documentary evidence in the proceedings as and to the extent provided for in Rule 904.

(vii) The Panel shall, within sixty (60) days of the termination of the hearing, render its award in writing and deliver a copy thereof either in person or by first-class mail to each of the parties. The Panel, in its award, may grant any remedy or relief which it deems just and equitable, including, without limitation, the awarding of interest and the arbitration fee; provided, however, that any costs incurred as a result of having a Mixed Panel shall be borne by the Participant unless the Panel determines that the Non-Participant Party acted in bad faith in initiating or conducting the proceeding. The award of the Panel shall be final and binding upon each of the parties to the arbitration, and judgment upon such award may be entered by any court having jurisdiction. Any Participant who is a Respondent in an arbitration conducted pursuant to the Rules shall notify the Legal Department of ICE Clear Credit of any judicial proceeding based on the award. In addition, any award, if not complied with within the time specified in the award, shall be enforceable by disciplinary proceedings pursuant to Rules.

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(viii) Notwithstanding any other provision of this paragraph (a), including the right of a Non-Participant Party to elect a Mixed Panel pursuant to Rule 903(a)(iii), if a Notice of Arbitration sets forth Claims or grievances aggregating less than $100,001, and the Answering Statement submitted by the Respondent either does not raise counterclaims or raises one (1) or more counterclaims aggregating less than $100,001, the Chairman of the Arbitration Committee may, on the request of any party or on his or her own motion, in his or her sole and absolute discretion, decide that there shall not be a hearing, in which case the following procedures shall apply:

(A) The Chairman of the Arbitration Committee shall notify both parties that neither the Claims or grievances nor the counterclaims, if any, aggregate to $100,001.

(B) The Claimant shall, within twenty (20) days of such notification, submit to ICE Clear Credit, with a copy to each of the Respondents, a memorandum (together with such supporting documents, affidavits and other materials as the Claimant deems pertinent) setting forth the bases upon which he or she believes he or she is entitled to the relief requested in the Notice of Arbitration.

(C) Each Respondent shall, within twenty (20) days of its or his or her receipt of the Claimant's memorandum and supporting documentation, submit to ICE Clear Credit, with a copy to the Claimant, a memorandum (together with such supporting documents, affidavits and other materials as the respondent deems pertinent) setting forth the bases upon which he or she believes that the relief requested by the Claimant should be denied and, if said Respondent has raised counterclaims in his or her Answering Statement, the bases upon which he or she believes he or she is entitled to the relief requested by such counterclaims.

(D) The Chairman of the Arbitration Committee may, on the request of any party or on his or her own motion, in his or her sole and absolute discretion determine whether to allow or require the submission of reply or additional papers, unless a Respondent has asserted one (1) or more counterclaims, in which case the Claimant shall be entitled to reply to such counterclaims within ten (10) days of delivery of the Respondent's memorandum setting forth the bases thereof.

(E) The Chairman of the Arbitration Committee or his or her designee, acting as sole arbitrator, shall, within thirty (30) days of his or her receipt of the final papers filed, render an award in writing and deliver a copy thereof either in person or by first-class mail to each of the parties. The sole arbitrator in his or her award may grant any remedy or relief which he or she deems just and equitable,

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including, without limitation, the awarding of interest and the arbitration fee; provided, however, that any costs incurred as a result of a Non-Participant Party requesting a Mixed Panel shall be borne by the Participant unless the sole arbitrator determines that the Non-Participant Party acted in bad faith in initiating or conducting the proceeding. The decision of the sole arbitrator shall be final and binding upon each of the parties to the arbitration, and judgment upon such award may be entered by any court having jurisdiction. In addition, any award, if not complied with within the time specified in the award, shall be enforceable by disciplinary proceedings pursuant to the Rules.

(ix) The failure of any party to an arbitration to comply with any of the requirements of this paragraph (a), or with any demand or request of either the Panel, the sole arbitrator or the Chairman of the Arbitration Committee shall be deemed a violation of the Rules and shall, in addition to any other action ICE Clear Credit may take for any such violation, subject such party to such action by the Panel, the sole arbitrator or the Chairman of the Arbitration Committee (including without limitation the entry of an award against such party) as it or he or she shall deem appropriate under the circumstances.

(x) Notwithstanding the provisions of subparagraph (x) of this paragraph (a), either the Panel, the sole arbitrator or the Chairman of the Arbitration Committee, may for good cause shown extend any time limitation imposed by this paragraph (a) (except the two (2) year and the thirty (30) day limitation periods set forth in subparagraph (a)(i)) or may excuse any neglect to comply therewith or with any other requirement of this paragraph (a) or demand or request of the Panel, the sole arbitrator or the Chairman of the Arbitration Committee.

(b) Other Claims Asserted Pursuant to Rule 902(c).

(i) Any dispute or controversy between or among any two (2) or more parties may, if all of the parties to such dispute or controversy so agree, be settled by arbitration in accordance with this paragraph (b). Such dispute or controversy shall be heard and determined in accordance with the procedures set forth in paragraph (a) of this Rule, except for the following:

(A) In lieu of the procedure set forth in the first sentence of subparagraph (i) of paragraph (a), the provisions of this paragraph (b) shall be invoked by the submission by all of the parties concerned of an agreement to submit the dispute or controversy to arbitration in accordance with this paragraph (b) and to be bound by the award of the arbitrators. Following such submission, ICE Clear Credit shall forward to the party requesting relief the information set forth in subparagraph (i) of paragraph (a)

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of this Rule, whereupon all of the other procedures set forth in said subparagraph (i) of paragraph (a) shall apply.

(B) None of the limitations on counterclaims set forth in subparagraph (ii) of paragraph (a) shall apply.

904. Withdrawal of Claims

Any Notice of Arbitration may be withdrawn at any time before an Answering Statement is filed in accordance with these Rules.

If an Answering Statement has been filed, any withdrawal shall require consent of the party against which the Claim or grievance is asserted.

905. Modification of Award

On written application to the Legal Department of ICE Clear Credit by a party to an arbitration, within twenty (20) days after delivery of the award to the applicant, the Panel or sole arbitrator may modify the award if:

(1) there was a miscalculation of figures or a mistake in the description of any Person, thing, or property referred to in the award; or

(2) the Panel or sole arbitrator has awarded upon a matter not submitted to it and the award may be corrected without affecting the merits of the decision upon the issues submitted; or

(3) the award is imperfect in a matter of form, not affecting the merits of the controversy.

Written notice of the application shall be given to the other parties to the arbitration. Written objection to the modification must be served on ICE Clear Credit and the other parties to the arbitration within ten (10) days of receipt of the application. The Panel or sole arbitrator shall dispose of any application made under this Rule in writing, signed and acknowledged by the Panel or sole arbitrator, within thirty (30) days after either written objection to the modification has been served on it or the time for serving said objection has expired, whichever is earlier. The parties may in writing extend the time for such disposition either before or after its expiration.

906. Compensation of Arbitrators

The parties to an arbitration shall pay the arbitrators appointed in each matter compensation in accordance with such fee schedule as the Board may from time to time determine. The arbitrators in each such matters shall determine the proportion in which such compensation shall be paid by each of the parties.

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907. Failure to Comply With Award

(a) Any Participant in whose favor an award has been rendered pursuant to this Chapter shall promptly notify the Legal Department of ICE Clear Credit, in writing, if the award is not complied with. Any Participant, who fails to comply with the terms of an award rendered against such Participant, shall be subject to the procedures set forth in this Rule. Specifically, upon receipt of a notice or information indicating that a Participant has failed to comply with the terms of an award rendered against such Participant, ICE Clear Credit shall notify such Participant against whom or which the award was rendered of ICE Clear Credit's intention to suspend its privileges as a Participant and afford the Participant an opportunity to be heard by a panel of the Arbitration Committee appointed by the Chairman for the sole purpose of proving that the award has been satisfied, provided that the Legal Department of ICE Clear Credit receives a written request from the Participant for such a hearing within five (5) Business Days after receipt of such notice by the Participant. Failure to so request such a hearing shall be deemed an acknowledgment by the Participant that the award has not been complied with. Any such hearing shall be conducted in accordance with such procedures as the Panel shall determine. The Panel shall consist of no less than three (3) members of the Arbitration Committee. Following any such hearing, the Panel shall determine whether the Participant has failed to timely satisfy the award and shall promptly advise ICE Clear Credit, and all parties in the proceeding, of its determination.

(b) If the Panel shall find, or if a Participant shall acknowledge that it has failed to comply with any award rendered pursuant to this Chapter when and as provided by such award, the Participant may be suspended, as provided in Rule 615(b) and shall remain suspended until the award is complied with and the suspended Participant is reinstated.

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20. CREDIT DEFAULT SWAPS

The rules in this Chapter 20 apply to the clearance of CDS Contracts.

20-102. Definitions.

2003/2014 Changeover Effective Date

October 6, 2014 (or such later date as may be designated by ICE Clear Credit by Circular).

2003 Definitions

The 2003 ISDA Credit Derivatives Definitions, as supplemented by the 2005 Matrix Supplement and the July 2009 Supplement, each as published by ISDA. In the event of any inconsistency between the terms of the July 2009 Supplement and the terms of any other portion of the 2003 Definitions, the terms of the July 2009 Supplement will govern for purposes of the relevant Contract.

2003-Type CDS Contract

A CDS Contract incorporating the 2003 Definitions; provided that in the case of an index CDS Contract, a 2003-Type CDS Contract shall mean a Component Transaction thereof incorporating the 2003 Definitions.

2005 Matrix Supplement

The "2005 Matrix Supplement to the 2003 ISDA Credit Derivatives Definitions" (published on March 7, 2005), as published by ISDA.

2005 Monoline Supplement

The "Additional Provisions for Physically Settled Default Swaps – Monoline Insurer as Reference Entity" (published on January 21, 2005), as published by ISDA.

2014 Definitions

The 2014 ISDA Credit Derivatives Definitions, as published by ISDA.

2014-Type CDS Contract

A CDS Contract incorporating the 2014 Definitions; provided that in the case of an index CDS Contract, a 2014-Type CDS Contract shall mean a Component Transaction thereof incorporating the 2014 Definitions.

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Applicable Credit Derivatives Definitions

With respect to a 2014-Type CDS Contract, the 2014 Definitions, and with respect to a 2003-Type CDS Contract, the 2003 Definitions, in each case as identified in the relevant List of Eligible Reference Entities, pursuant to the terms of the submitted Contract or otherwise in a manner to be specified by ICE Clear Credit.

CDS Committee Rules

The rules set forth in Chapter 21. Any reference to a particular CDS Committee Rule shall be a reference to the relevant rule in Chapter 21.

CDS Committee-Eligible Participant

Any CDS Participant that has been approved by the Board or its designee, after consultation with the Risk Committee, for participation in one or more Regional CDS Committees under the CDS Committee Rules and in the CDS Default Committee. The Board or its designee, after consultation with the Risk Committee, may revoke (or reinstate) its approval from time to time based on its determination as to whether a particular CDS Participant has been in compliance with these Rules and the ICE Clear Credit Procedures.

CDS Contract

A credit default swap transaction accepted for clearing that meets the criteria established under these Rules. A CDS Contract is a Contract for purposes of Chapter 1 of these Rules.

CDS Participant

A Participant that has been approved by ICE Clear Credit for the submission of CDS Contracts.

CDS Physical Settlement Rules

The rules set forth in Chapter 22 of these Rules. Any reference to a particular CDS Physical Settlement Rule shall be a reference to the relevant rule in Chapter 22 of these Rules.

CDS Region

A region for which CDS Contracts are cleared by ICE Clear Credit, as determined by the Board or its designee, after consultation with the Risk Committee.

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CDS Regional Business Day

With respect to a CDS Region, any day determined in accordance with the location and other parameters designated by the Board or its designee as a day on which the business of clearing CDS Contracts may occur in the particular CDS Region.

CDS Restructuring Rules

Subchapter 26E of the Rules.

Converting Contracts

Contracts converted as of the 2003/2014 Changeover Effective Date into 2014-Type CDS Contracts (including index CDS Contracts that have one or more component transactions converted as of such date into 2014-Type CDS Contracts) as set forth herein, as specified in a list maintained by ICE Clear Credit on its website as of such time.

DC Rules

The Credit Derivatives Determinations Committees Rules as published by ISDA, as in effect from time to time.

ISDA

The International Swaps and Derivatives Association, Inc., or any successor thereto.

July 2009 Supplement

The 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, as published by ISDA on July 14, 2009.

NTCE Amending Contracts

Contracts amended as of the NTCE Effective Date to incorporate the NTCE Supplement (including Index CDS Contracts that have one or more component transactions so amended as of such date) as set forth herein, as specified in a list maintained by ICE Clear Credit on its website.

NTCE Effective Date

January 27, 2020 (or such later date as may be designated by ICE Clear Credit by Circular).

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NTCE Supplement

The 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions, as published by ISDA on July 15, 2019.

Open CDS Positions

A CDS Participant's Open Positions in CDS Contracts.

20-103. Interpretation Relating to Index CDS Contracts.

Index CDS Contracts comprise a number of separate Component Transactions, each of which may, subject to the Rules, be a 2003-Type CDS Contract or a 2014-Type CDS Contract. Where there is a distinction in the application of the Rules or ICE Clear Credit Procedures or the Applicable Credit Derivatives Definitions as between a 2003-Type CDS Contract and a 2014-Type CDS Contract, the Rules and ICE Clear Credit Procedures and Applicable Credit Derivatives Definitions, as applicable, shall apply separately to each such Component Transaction that is a 2003-Type CDS Contract or 2014-Type CDS Contract, respectively.

20-402. ICE Clear Credit Lien.

In addition to the lien described in Rule 402(b), each CDS Participant hereby grants ICE Clear Credit, acting on behalf of the relevant Buyer, a continuing lien and security interest in and to all of such CDS Participant's right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to all Buyer Allocated Collateral (as defined in Rule 2204(b)) as security for all obligations of such CDS Participant to such Buyer under all Allocated CDS Contracts (as defined in Rule 2203(a)) between such CDS Participant and such Buyer.

20-605. CDS Participant Default.

(a) (i) ICE Clear Credit may determine, subject to paragraph (l) of this Rule, that a CDS Participant is in "**Default**" if such CDS Participant (A) fails to meet, or appears, in the judgment of ICE Clear Credit, likely to fail to meet, any of the CDS Participant's obligations (other than an obligation to Transfer Margin) with respect to, or is otherwise in default or subject to early termination under, the CDS Participant's Contracts with ICE Clear Credit, (B) fails to Transfer Margin (whether Initial Margin or Mark-to-Market Margin) by the deadline established under these Rules and the ICE Clear Credit Procedures, (C) is suspended or expelled or whose privileges are revoked by a Market or by ICE Clear Credit, subject to the requirements of Rule 615(b), or (D) has a guarantor providing a guarantee pursuant to Rule 205 who fails to meet, or appears, in the judgment of ICE Clear Credit, likely to fail to meet, any obligations with respect to, or who is otherwise in default under, the guarantee.

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For purposes of clause (a)(i)(A) or (D), and without limiting the generality thereof, ICE Clear Credit may rely on any of the following to demonstrate that a CDS Participant or a guarantor appears likely to fail to meet its obligations to ICE Clear Credit:

(1) the CDS Participant or guarantor is in breach of the terms of membership or the rules or regulations of, or is refused an application for or is suspended or expelled from membership of, any Market or any other exchange, market or clearing house;

(2) the CDS Participant or guarantor is in breach of the terms of membership of, or is refused an application for or is suspended or expelled from membership of, any regulatory, self-regulatory or other entity or organization with regulatory authority, whether governmental or otherwise (a "**Regulatory Body**") or is in breach of the rules or regulations of a Regulatory Body to which it is subject or its authorization by a Regulatory Body is suspended or withdrawn;

(3) a Regulatory Body takes or threatens to take action against or in respect of the CDS Participant or guarantor under any statutory provision or process of law;

(4) the CDS Participant or guarantor (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d)(i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a

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distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) above (inclusive); or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

(5) the CDS Participant or guarantor fails to pay any sum due and payable, or is otherwise in default under the terms of any agreement or threatens to suspend payment or to default under the terms of any agreement, in each case other than (a) where such payment or other relevant obligation is the subject of a good faith dispute by the CDS Participant or guarantor or (b) where such failure or default is the result of an administrative or operational error on the part of the CDS Participant or guarantor and the relevant party had the financial ability to make the relevant payment or perform the relevant obligation at the time due;

(6) any distress, execution or other process is levied or enforced or served upon or against any property of the CDS Participant or guarantor; and

(7) any representation made or repeated or deemed to have been made or repeated by the CDS Participant or guarantor hereunder or under its Participant Agreement (other than a representation made under Section 29.3.1 or 29.3.3 of the Participant Agreement) provides to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated.

(ii) Upon a Default, ICE Clear Credit may effect the Closing-out Process with respect to such CDS Participant (the "**Defaulting CDS Participant**") as provided in these Rules, and any debit balance owing by the Defaulting CDS Participant to ICE Clear Credit shall be immediately due and payable.

(iii) If "Automatic Early Termination" is specified as applying to a CDS Participant under its Participant Agreement in light of the jurisdiction of organization of such CDS Participant, then all Open CDS Positions of such CDS Participant shall be immediately terminated as follows (or as otherwise specified in its Participant Agreement): (A) as of the time such CDS Participant is (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (3) has a resolution passed for its winding-up, official management or liquidation (other than

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pursuant to a consolidation, amalgamation or merger); (4) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; or (5) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (4) above; or (B) as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition if such Participant (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation or (3) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) or (3) above, and the occurrence of any such termination of Open CDS Positions shall automatically constitute a Default (an "**Automatic Default**").

(b) If ICE Clear Credit determines to effect the Closing-out Process, ICE Clear Credit shall (i) convene the CDS Default Committee for purposes of performing the functions provided in Rule 20-617 and (ii) provide notice of such Default, including the identity of the Defaulting CDS Participant, as soon as reasonably practicable (but in any event before ICE Clear Credit executes any transactions described in paragraph (d) or (f) of this Rule) to the CDS Participants and to the public generally, through an electronic notice, statement on the ICE Clear Credit website, press release or in another manner determined by ICE Clear Credit.

(c) In effecting the Closing-out Process as provided in this Rule and satisfying any Reimbursement Obligations with respect to the Defaulting CDS Participant, ICE Clear Credit shall apply the Margin and other assets provided by the Defaulting CDS Participant, as follows:

(i) With respect to the Open CDS Positions that are Client-Related Positions in any account of such Defaulting CDS Participant, to liquidate, set off and/or apply the following resources, in the following order, to cover any amounts paid by ICE Clear Credit in closing or replacing such Client-Related Positions or any related Initial Cover Transactions (or in making payments or providing Mark-to-Market Margin to other Participants in respect of corresponding positions), including any commissions, losses, costs or expenses incurred in connection therewith or in connection with

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the liquidation of applicable Margin applied thereto pursuant to this subclause :

(A) any proceeds received by ICE Clear Credit from closing or replacing such Client-Related Positions or any related Initial Cover Transactions,

(B) any Mark-to-Market Margin provided to ICE Clear Credit with respect to such Client-Related Positions (to the extent not previously applied to pay Mark-to-Market Margin to other Participants),

(C) Initial Margin provided to ICE Clear Credit with respect to such Client-Related Positions; *provided* that Initial Margin allocated to a particular Non-Participant Party Portfolio and proceeds thereof shall only be used to satisfy obligations to ICE Clear Credit in respect of the Client-Related Positions in such Non-Participant Party Portfolio, in accordance with CFTC Rule 22.15; *provided*, *further*, that where ICE Clear Credit owes a net payment or Mark-to-Market Margin obligation to another Participant in respect of positions corresponding to Client-Related Positions of the defaulting Participant, ICE Clear Credit shall be entitled to apply the Initial Margin allocated to each Non-Participant Party Portfolio that owes a corresponding payment or Mark-to-Market obligation to ICE Clear Credit up to the amount of such payment or obligation,

(D) any payments actually received by ICE Clear Credit from or on behalf of the relevant Non-Participant Party under or in respect of the Client-Related Positions in its Non-Participant Party Portfolio,

(E) any property or proceeds thereof deposited with or held by ICE Clear Credit as Margin for such Defaulting Participant's House Positions,

(F) the Defaulting Participant's Required Contribution and Specific WWR Guaranty Fund Contribution, if any, to the General Guaranty Fund as provided in Rule 802(a), and

(G) any other property of or delivered by the Defaulting CDS Participant (other than Margin for Client-Related Positions) within the possession or control of ICE Clear Credit (whether or not related to Open CDS Positions).

For purposes of the foregoing, ICE Clear Credit may, in its discretion use assets available pursuant to clause (E)-(G) prior to receipt of proceeds due pursuant to clauses (B)-(D), provided that any proceeds subsequently received pursuant to clauses (B)-(D) (to

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the extent not applied by ICE Clear Credit) will be used to reimburse the sources of such other assets used pursuant to clauses (E)-(G). For the avoidance of doubt, the provisions of this clause (c)(i) will not apply to Client-Related Positions transferred to or replaced with a Transferee Participant without loss to ICE Clear Credit pursuant to Rule 20A-02;

(ii) With respect to the Open CDS Positions that are House Positions in any account of such Defaulting CDS Participant, to liquidate, set off and/or apply the following resources, in the following order, to cover any amounts paid by ICE Clear Credit in closing or replacing such House Positions or any related Initial Cover Transactions (or in making payments or providing Mark-to-Market Margin to other Participants in respect of corresponding positions), including any commissions, losses, costs or expenses incurred in connection therewith or in connection with the liquidation of applicable Margin applied thereto pursuant to this subclause, and any other obligations of the Defaulting CDS Participant to ICE Clear Credit, including any obligations arising from any other accounts maintained by the Defaulting CDS Participant with ICE Clear Credit:

(A) any proceeds received by ICE Clear Credit from closing or replacing such House Positions or any related Initial Cover Transactions,

(B) any property or proceeds thereof deposited with or held by ICE Clear Credit as Margin for such Defaulting Participant's House Positions,

(C) the Defaulting Participant's Required Contribution and Specific WWR Guaranty Fund Contribution, if any, to the General Guaranty Fund as provided in Rule 802(a), and

(D) any other property of or delivered by the Defaulting CDS Participant within the possession or control of ICE Clear Credit (whether or not related to Open CDS Positions), other than any property or proceeds thereof deposited with or held by ICE Clear Credit as Margin for such Defaulting Participant's Client-Related Positions (including any amounts in the Client Omnibus Margin Account);

(iii) Notwithstanding the foregoing, to the extent any (a) property or proceeds thereof deposited with or held by ICE Clear Credit as Margin for such Defaulting Participant's House Positions or (b) any other property of or delivered by the Defaulting CDS Participant within the possession or control of ICE Clear Credit, whether or not related to Open CDS Positions (other than any property or proceeds thereof deposited with or held by ICE Clear Credit as Margin for such Defaulting Participant's Client-Related Positions and the Defaulting Participant's Required Contribution to the

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General Guaranty Fund as provided in Rule 802) is to be applied pursuant to both clauses (i) and (ii) above, such property shall be applied first pursuant to clause (ii) above in respect of House Positions until the relevant obligations are satisfied and thereafter pursuant to clause (i) above in respect of Client-Related Positions. The Defaulting Participant's Required Contribution to the General Guaranty Fund shall be applied as provided in Rule 802(a).

(d) In effecting the Closing-out Process, without limiting the generality of paragraph (a) of this Rule, ICE Clear Credit shall have the right, in consultation with the CDS Default Committee, to take any or all of the following actions as it determines to be appropriate to eliminate, reduce or replace the risk of the Open CDS Positions of the Defaulting CDS Participant (each, a "**Standard Default Management Action**"). In effecting Standard Default Management Actions (other than a Default Auction), ICE Clear Credit shall use only resources provided by the Defaulting CDS Participant and, if needed and in consultation with the Risk Committee pursuant to Rule 20-605(l)(iv) below, Initial Phase Default Resources. In effecting a Default Auction, ICE Clear Credit may use Initial Phase Default Resources and Final Phase Default Resources, in accordance with Rules 802(a) and (b).

(i) If ICE Clear Credit determines it is appropriate to an orderly unwind of the Open CDS Positions of the Defaulting CDS Participant or to mitigate damages to ICE Clear Credit and the other CDS Participants caused by the Default, to enter into, as part of the Closing-out Process, transactions with CDS Participants with respect to the Open CDS Positions of the Defaulting CDS Participant that have been determined by the CDS Default Committee, pursuant to the ICE Clear Credit Procedures, as designed to achieve this purpose ("**Initial Cover Transactions**").

(ii) In exercising any of its rights of setoff or otherwise as necessary hereunder, to designate the currency of payments to be made by or to ICE Clear Credit in effecting the Closing-out Process and to convert payments made by or to ICE Clear Credit into a currency and at a prevailing market rate of exchange as reasonably determined by ICE Clear Credit (using a third party source, if practicable);

(iii) To cause Open CDS Positions of the Defaulting CDS Participant, or any portion thereof or payments owed in respect thereof, to be offset against each other and/or to be settled at the Mark-to-Market Price for such Contracts, or at such other price or prices reflecting the current market as ICE Clear Credit, in consultation with the CDS Default Committee in accordance with the ICE Clear Credit Procedures, may deem fair and reasonable in the circumstances;

(iv) To take any action or refrain from taking any action on behalf of the Defaulting CDS Participant with respect to any Open CDS Position of the

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Defaulting CDS Participant, which, in the judgment of ICE Clear Credit and subject to the terms of the relevant CDS Contract and applicable law, would be advisable to preserve the value of such Open CDS Position, including, without limitation, exercising any rights or remedies therein; tendering or accepting for tender any securities, loans or other obligations; making or receiving any payments; making or providing any election or notice or otherwise performing any other act or obligation contemplated therein; and

(v) Subject to Rule 20A-02, if applicable, to enter into Trades with other CDS Participants that replace or mitigate the risk of all or part of the Open CDS Positions of the Defaulting CDS Participant and any Initial Cover Transactions (upon which such Open CDS Positions and Initial Cover Transactions shall terminate (to the extent not previously terminated)). Such Trades may be entered into pursuant to (i) one or more Default Auctions conducted pursuant to the Default Auction Procedures or (ii) direct transactions with market participants or other process established taking into account recommendations of the CDS Default Committee (such transactions pursuant to clause (ii), "**Direct Liquidation**").

(e) At any time, ICE Clear Credit may defer the use of Standard Default Management Actions pursuant to Rule 20-605(d) if, in its discretion in consultation with the CDS Default Committee, it determines that at such time such actions would not be in the best interests of ICE Clear Credit or other CDS Participants, taking into account the size and nature of the positions in question, market conditions prevailing at the time, the potential market effects of such liquidating transactions as might be directed by ICE Clear Credit, and such other circumstances as it deems relevant. ICE Clear Credit may also determine to bypass the use of Standard Default Management Actions and proceed directly to Secondary Default Management Actions pursuant to Rule 20-605(f) if, in its discretion in consultation with the Risk Committee as provided in Rule 20-605(l), it determines that such actions would be in the best interests of ICE Clear Credit or other CDS Participants, taking into account such considerations.

(f) If ICE Clear Credit has not replaced or eliminated the risk of all of the Open CDS Positions of the Defaulting CDS Participant and any Initial Cover Transactions through the use of Standard Default Management Actions pursuant to Rule 20-605(d) above, ICE Clear Credit shall have the right to take one or more of the following actions, to the extent permitted under the Rules and subject to the additional governance and other requirements set forth in the Rules (each, a "**Secondary Default Management Action**"):

(i) as and to the extent permitted under Rule 808, to engage in Reduced Gains Distributions under such Rule;

(ii) to enter into Trades with CDS Participants to replace all of such remaining Positions and Transactions (upon which such remaining Positions and

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Transactions shall terminate (to the extent not previously terminated)), pursuant to a secondary default auction (a "**Secondary Auction**") conducted pursuant to the Secondary Auction Procedures (and in the event of a failed Secondary Auction, to run additional Secondary Auctions as provided in the Secondary Auction Procedures);

(iii) in the event of the failure of one or more Secondary Auctions to eliminate or replace all remaining risk of the Open CDS Positions of a Defaulting CDS Participant and any Initial Cover Transactions, to terminate opposite Open CDS Positions and Initial Cover Transactions with other Participants (a "**Partial Tear-Up**") in accordance with Rule 809, upon which such remaining Open CDS Positions of the Defaulting CDS Participant and any Initial Cover Transactions shall terminate (to the extent not previously terminated); and

(iv) to take any other action not inconsistent with these Rules as ICE Clear Credit may deem necessary or appropriate for its protection (it being understood that ICE Clear Credit will not be entitled to conduct a forced allocation of Contracts to Participants or require Assessment Contributions or similar contributions in excess of the maximum amounts permitted under Chapter 8 of the Rules).

(g) For the avoidance of doubt, in connection with entering into Initial Cover Transactions or other Trades with CDS Participants pursuant to Rule 20-605(d) or (f), notwithstanding anything to the contrary in Rules 301 or 303, ICE Clear Credit may make and receive "**Initial Payments**" with respect to such Trades.

(h) ICE Clear Credit shall effect the Closing-out Process separately in respect of Open CDS Positions that are Client-Related Positions and House Positions, and notwithstanding anything to the contrary herein but subject to the following sentence, Client-Related Positions and House Positions may not be netted or offset against each other as part of the Closing-out Process. Net amounts owed by a Defaulting Participant with respect to Client-Related Positions may be offset against net amounts owed to a Defaulting Participant with respect to House Positions; provided that net amounts owed by a Defaulting Participant with respect to House Positions may not be offset against net amounts owed to a Defaulting Participant with respect to Client-Related Positions. With respect to Client-Related Positions, the Closing-out Process shall be subject to the Default Portability Rules set forth in Rule 20A-02, if applicable.

(i) To the extent the Closing-out Process in respect of Client-Related Positions results in an amount owed by ICE Clear Credit to the Defaulting Participant, such amount will be credited to the Client Omnibus Margin Account for distribution as provided in subsection (p) below. Amounts recovered by or on behalf of ICE Clear Credit from a Non-Participant Party of a Defaulting Participant in respect of Client-Related Positions will be similarly be credited to the Client Omnibus Margin Account for application pursuant to clause (c)(i) above. In effecting the

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Closing-out Process and/or the Default Portability Rules for Client-Related Positions (including the application of Margin posted in connection therewith under the Rules), ICE Clear Credit shall be entitled to rely conclusively on the allocation of Client-Related Positions to Non-Participant Party Portfolios, and the allocation of Margin to such Portfolios, as set forth in the books and records of ICE Clear Credit from time to time in accordance with CFTC Rule 22.15 (absent manifest error by ICE Clear Credit in making such allocation based on accurate information provided to ICE Clear Credit), without need for further inquiry by ICE Clear Credit as to the origin, source or ownership of any such Margin.

Without limiting ICE Clear Credit's rights under the preceding sentence, if ICE Clear Credit applies Initial Margin allocated to a particular Non-Participant Party Portfolio pursuant to Rule 20-605(c)(i)(C) above and subsequently determines that such Initial Margin was not the property of the relevant Non-Participant Party or the Defaulting CDS Participant (a "**Reviewed Application**"), ICE Clear Credit will seek, to the extent permitted by law, to apply any House Margin or Guaranty Fund Contribution of the Defaulting CDS Participant remaining after completion of the Closing-out Process to reimburse the Client Omnibus Margin Account up to the amount of the Reviewed Application. ICE Clear Credit shall have no obligation to rescind or otherwise refund any Reviewed Application or to apply any other assets (including, without limitation, any other assets in the Guaranty Fund) to any reimbursement pursuant to the preceding sentence.

(j) In taking any action hereunder, ICE Clear Credit may cooperate, by sharing information or in any other manner it determines appropriate, with any Regulatory Body having jurisdiction over ICE Clear Credit or the Defaulting CDS Participant or its guarantor. ICE Clear Credit shall promptly notify the staff of the CFTC and SEC if it determines that any Participant is in Default under paragraph (a) of this Rule.

(k) ICE Clear Credit may appoint any person or agent to take or assist it in taking any action that it is allowed to take under this Rule (without limiting the obligations of ICE Clear Credit under this Rule, and provided that the actions of such person or agent will be subject to the limitations under this Rule applicable to ICE Clear Credit and provided, further, that ICE Clear Credit shall not delegate to any such person or agent any determinations or decisions that are specifically described in paragraph (l) below or that may not be delegated pursuant to paragraph (l) below).

(l) (i) Before making any determination that a CDS Participant is in Default pursuant to paragraph (a) of this Rule, in the case of determinations under clause (i)(B)(z) and subparagraph (i)(C) of this paragraph (l) with respect to a Participant, ICE Clear Credit shall use its best efforts to consult with the Risk Committee. A determination by ICE Clear Credit that a CDS Participant is in Default pursuant to paragraph (a) shall require:

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(A) the decision of an Eligible Officer in the event the relevant Default is that such CDS Participant (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official; (3) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation and, in each case, such proceeding or petition results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (4) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(B) the decision of an Eligible Officer with the consent of either (1) the Chairman of the Board, if not an employee of such CDS Participant or any Affiliate or (2) any two members of the Board who are not employees of such CDS Participant or any Affiliate (such consent, "**Minimum Manager Approval**") in the event the relevant Default is that such CDS Participant has failed to (x) meet any of such CDS Participant's payment or delivery obligations (including Collateral obligations, but excluding obligations to Transfer Margin) with respect to such CDS Participant's Contracts with ICE Clear Credit, (y) Transfer Margin (whether Initial Margin or Mark-to-Market Margin) by the deadline established under these Rules or (z) comply with a Trading Activity Limitation (as defined in Rule 203) or a limitation imposed under Rule 207(a)(i); or

(C) approval of the Board by a two-thirds majority of those voting, in a vote excluding members who are employees of such CDS Participant or any Affiliate and with a quorum of at least fifty percent of the members of the Board (other than any members of the Board affiliated with a Defaulting CDS Participant), in the event the relevant Default is any other circumstance which may, pursuant to paragraph (a), constitute a Default by such CDS Participant, excluding any Automatic Default.

(ii) Except as otherwise set forth in this paragraph (l), any right or determination that is granted to or required of ICE Clear Credit pursuant to

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this Rule, shall be exercised or made, as applicable, upon a majority vote of the Board, *provided* that any such right or determination may be exercised or made, as applicable, by (A) any Eligible Officer expressly authorized by the Board to make such determination or (B) an Eligible Officer with Minimum Manager Approval if such Eligible Officer believes in good faith that such exercise or determination requires immediate action to avoid a material risk to ICE Clear Credit, the Defaulting CDS Participant or the remaining CDS Participants. In addition, without limiting the foregoing, ICE Clear Credit may, in a particular case or in general, delegate to the CDS Default Committee the authority to determine the appropriateness of entering into Initial Cover Transactions, to enter into Initial Cover Transactions on behalf of ICE Clear Credit, and/or to determine how prudently to unwind the Open CDS Positions of a Defaulting CDS Participant and the related Initial Cover Transactions, if any, in accordance with paragraph (d) of this Rule.

(iii) ICE Clear Credit will consult with the CDS Default Committee, in accordance with Rule 20-617, with respect to any determinations as to (A) entering into Trades through Direct Liquidation, (B) the particular structure and characteristics of any Default Auction in accordance with the Default Auction Procedures, including designations of particular lots, (C) in connection with a Default Auction, whether to hold another such auction, whether to accept a partial fill of any lot in any Default Auction, and whether to reconstitute the lots for any such subsequent auction, and (D) the particular structure and characteristics for a Secondary Auction in accordance with the Secondary Auction Procedures.

(iv) ICE Clear Credit will consult with the Risk Committee, to the extent practicable under the circumstances (and in any event will use reasonable efforts to so consult), with respect to any determinations as to (A) using resources under Rule 802(b) to cover Remaining Reimbursement Obligations from a Direct Liquidation; (B) deciding that a Default Auction has failed because of insufficient Initial Phase Default Resources and Final Phase Default Resources; (C) any RGD Determination and any determination whether the RGD Continuation Conditions are satisfied, (D) holding a Secondary Auction and determining that a Secondary Auction has failed (and in the event of a failed Secondary Auction, determining to hold additional Secondary Auctions under the Secondary Auction Procedures), (E) determining to apply Excess Successful Lot Resources or Allocated Failed Lot Resources to cover a Lot Resource Shortfall in a Secondary Auction (as such terms are defined in the Secondary Auction Procedures), (F) designating a Final Auction Partial Fill (as defined in the Secondary Auction Procedures), (G) implementing a Partial-Tear Up, (H) issuing a Termination Circular in respect of all outstanding Contracts, (I) bypassing a Default Auction in favor of proceeding directly to Secondary Default Management Actions and/or (J) bypassing the use of any Secondary Default Management Action. For this purpose, ICE Clear

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Credit may call an emergency meeting of the Risk Committee without regard to the notice requirements of Rule 507 but on such notice as ICE Clear Credit determines to be reasonable under the circumstances. Such notice shall specify in reasonable detail the matters to be discussed. ICE Clear Credit shall provide with such notice or otherwise a reasonable time in advance of the meeting the relevant proposals or other written materials providing background in reasonable detail regarding the agenda items. In the event that a quorum of the Risk Committee is not present at such emergency meeting, ICE Clear Credit will adjourn such emergency meeting and designate a new time for such emergency meeting. Notwithstanding the foregoing, if Board or the Eligible Officer, as applicable, determines in good faith that the delay caused by consulting with the Risk Committee would create significant risks to the clearing system operating by ICE Clear Credit, to the Defaulting CDS Participant or to the remaining CDS Participants, consultation with the Risk Committee will be deemed to be impracticable under the circumstances. Where ICE Clear Credit acts with respect to such matters without prior consultation with the Risk Committee, it will use its reasonable best efforts to consult with the Risk Committee as soon as practicable thereafter as to any further actions that may be taken with respect to such matters.

(v) Notwithstanding anything to the contrary herein, any decision by ICE Clear Credit (A) to use resources under Rule 802(b) to cover Remaining Reimbursement Obligations from a Direct Liquidation, (B) that a Default Auction has failed because of insufficient Initial Phase Default Resources and Final Phase Default Resources; (C) to make an RGD Determination or continue a Loss Distribution Period, (D) to hold a Secondary Auction or that a Secondary Auction has failed (and in the event of a failed Secondary Auction, to hold additional Secondary Auctions under the Secondary Auction Procedures), (E) to apply Excess Successful Lot Resources or Allocated Failed Lot Resources to cover a Lot Resource Shortfall in a Secondary Auction, (F) to designate a Final Auction Partial Fill, (G) to implement a Partial Tear-Up, (H) to issue a Termination Circular in respect of all outstanding Contracts, (I) to bypass a Default Auction in favor of proceeding directly to Secondary Default Management Actions and/or (J) to bypass the use of any Secondary Default Management Action shall be made by majority vote of the Board and shall not be delegable to an Eligible Officer or any other Person.

(m) Any obligation of ICE Clear Credit to a Defaulting CDS Participant arising from an Open CDS Position or from any provision of these Rules shall be subject to all the terms of the Rules, including the setoff and other rights set forth herein. The rights of ICE Clear Credit set forth herein shall be in addition to other rights that ICE Clear Credit may have under applicable law and governmental regulations, other provisions of the Rules and additional agreements with the Defaulting CDS Participant, or any other source.

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(n) A Defaulting CDS Participant shall take no action, including but not limited to attempting to obtain a court order, that could interfere with the ability of ICE Clear Credit to take any action contemplated by this Rule, including, without limitation, to liquidate, set off and/or apply such Defaulting CDS Participant's Open CDS Positions, Margin or other property held by ICE Clear Credit, pursuant to these Rules or (ii) to set off amounts owed to such Defaulting CDS Participant against such Defaulting CDS Participant's Obligations.

(o) If there is an Automatic Default, then ICE Clear Credit shall exercise its rights under this Rule in a manner consistent with the fact that all Open CDS Positions have automatically terminated in determining a single early termination amount in respect of Client-Related Positions and a single early termination amount in respect of House Positions, in each case payable by either ICE Clear Credit or the Defaulting CDS Participant pursuant to the Closing-out Process.

(p) Upon the occurrence of a Default with respect to a CDS Participant that is an FCM or a Broker Dealer and completion of the Closing-out Process with respect thereto, ICE Clear Credit will return to the receiver, trustee or other applicable insolvency practitioner for such CDS Participant the amounts remaining in the Client Omnibus Margin Account (or the proceeds thereof) for distribution or application as provided by law.

20-617. CDS Default Committee.

(a) ICE Clear Credit shall maintain a committee, governed by these Rules, responsible for taking certain actions provided in Rule 20-605 and Rule 20A-02 and the ICE Clear Credit Procedures upon the Default of a CDS Participant and as otherwise provided pursuant to these Rules (the "**CDS Default Committee**"). The CDS Default Committee shall be comprised of not more than three CDS Committee-Eligible Participants designated in accordance with Rule 20-617(b) (each, a "**CDS Default Committee Participant**"). Each CDS Default Committee Participant shall designate an employee of it or one of its Affiliates with credit default swap trading experience (an "**Eligible Employee**") to serve as its representative on the CDS Default Committee, along with one or more alternates in the event the designated employee is not available on a timely basis (the designated employee or alternate, as applicable, a "**CDS Default Committee Member**"). A CDS Default Committee Participant may replace its designated CDS Default Committee Member or alternate(s) with an Eligible Employee from time to time by notice to ICE Clear Credit.

(b) ICE Clear Credit shall randomly order all CDS Committee-Eligible Participants into a list (the "**CDS Default Committee Participant List**"). For this purpose, if two or more CDS Committee-Eligible Participants are or become Affiliates, as determined by ICE Clear Credit, they shall be treated as one on the CDS Default Committee Participant List; *provided* that, notwithstanding the foregoing, CDS Committee-Eligible Participants that are Affiliates but that make separate contributions to the General Guaranty Fund shall be treated as separate on the

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CDS Default Committee Participant List except that no CDS Default Committee Participant shall be an Affiliate of another CDS Default Committee Participant and ICE Clear Credit shall have the discretion to reorder the CDS Default Committee Participant List and/or remove a CDS Default Committee Participant to effectuate this prohibition.

(c) The CDS Default Committee for the initial Relevant CDS Default Committee Period shall be comprised of the first three CDS Committee-Eligible Participants on the CDS Default Committee Participant List. For each Relevant CDS Default Committee Period thereafter, the then current CDS Default Committee Participants shall cease to be CDS Default Committee Participants and shall be moved to the end of the CDS Default Committee Participant List, and the next three CDS Committee-Eligible Participants on the CDS Default Committee Participant List shall be CDS Default Committee Participants. If at any time, there are fewer than three CDS Committee-Eligible Participants on the CDS Default Committee Participant List, all such CDS Committee-Eligible Participants shall be CDS Default Committee Participants. The "**Relevant CDS Default Committee Period**" will be six calendar months (i.e., January through June and July through December), unless otherwise specified by the Board or its designee.

(d) Any CDS Participant that ceases being a CDS Committee-Eligible Participant shall be removed from the CDS Default Committee Participant List and, if such CDS Participant is serving on the CDS Default Committee at the time of removal, shall be replaced on the CDS Default Committee by the next CDS Committee-Eligible Participant on the CDS Default Committee Participant List. Any CDS Participant that becomes (or resumes being) a CDS Committee-Eligible Participant shall be added to the end of the CDS Default Committee Participant List.

(e) If ICE Clear Credit determines, whether upon the request of such CDS Default Committee Participant or upon ICE Clear Credit's own initiative, that any CDS Default Committee Participant has a conflict or lacks impartiality with regard to an action to be undertaken by the CDS Default Committee (e.g., it or its Affiliate is the subject of the Default), is not available to participate with regard to such actions in a timely manner, or should for any other reason be removed from or not participate in actions to be undertaken by the CDS Default Committee, ICE Clear Credit shall remove such CDS Default Committee Participant and, as promptly as practicable under the circumstances, replace it with the next CDS Committee-Eligible Participant on the CDS Default Committee Participant List and, pending such replacement, the remaining CDS Default Committee Members shall continue to perform the responsibilities of the CDS Default Committee.

(f) No CDS Default Committee Member or CDS Default Committee Participant shall be liable to ICE Clear Credit, any Defaulting CDS Participant, any other CDS Participant or any other person for any actions taken or not taken in good faith in its role as CDS Default Committee Member or CDS Default Committee Participant.

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(g) The CDS Default Committee shall assist ICE Clear Credit in determining and executing any Initial Cover Transactions and shall provide ICE Clear Credit with recommendations with respect to (i) how prudently to unwind the Open CDS Positions of a Defaulting CDS Participant (both Client-Related Positions and House Positions) and the related Initial Cover Transactions, if any, (ii) how to implement the Default Portability Rules, if applicable, and (iii) the matters described in Rule 20-605(l)(iii). For such purpose, the CDS Default Committee Participants shall be deemed to be seconded to ICE Clear Credit and will take such actions in the best interests of ICE Clear Credit (rather than the interests of the relevant CDS Default Committee Member or Members).

(h) Except as may be required by applicable law or court order or by a regulatory, self-regulatory of supervising authority having appropriate jurisdiction, each CDS Default Committee Participant and CDS Default Committee Member (each a "**Covered Party**") agrees (i) to maintain confidentiality as to all non-public information it obtains in the course of its service including, without limitation, the Open CDS Positions of a Defaulting CDS Participant, Minimum Target Prices (or any adjustments thereto), or any other deliberations or determinations related to the actions of ICE Clear Credit upon the Default of a CDS Participant (the "**Confidential Material**") and (ii) not to use any Confidential Material for its own benefit or the benefit of any of its Affiliates. In the event that a Covered Party is served with or otherwise subject to legal process (including subpoena or discovery notice) requiring it to testify about, to produce, or otherwise to divulge Confidential Material, to the extent permitted by law the Covered Party subject to such process will as soon as practicable inform ICE Clear Credit so that ICE Clear Credit may seek a protective order or other remedy. In the event that such protective order or other remedy has not been obtained and the Covered Party is advised, in the opinion of counsel, that it is legally compelled to disclose any of the Confidential Material, the Covered Party may disclose only such Confidential Material so advised to be disclosed.

(i) Each CDS Default Committee Participant and CDS Default Committee Member shall be responsible for its own costs associated with its service in such position.

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20A. CDS PORTABILITY RULES

The rules in this Chapter 20A apply to the clearance of CDS Contracts.

20A-01. Portability Rules Where Participant is Not in Default.

(a) Each Participant (other than a Defaulting Participant) (the "**Transferor Participant**") that carries Client-Related Positions shall be required, upon request of a Non-Participant Party for whom such positions are carried to transfer such Participant's rights and obligations with respect thereto to one or more other Participants (the "**Transferee Participants**") designated by such Non-Participant Party, subject to the provisions of this Rule 20A-01 and, to the extent not inconsistent with this Rule 20A-01, to any terms agreed between such Participant and Non-Participant Party. Such transfer shall be effected as soon as practicable following satisfaction of the conditions set forth in subsection (b).

(b) A transfer pursuant to subsection (a) shall be subject to the following conditions:

(i) The Transferor Participant shall have no obligation to locate or obtain a Transferee Participant (which shall be the responsibility of the Non-Participant Party).

(ii) The transfer must be in accordance with any applicable legal requirements, including CFTC Rule 39.15(d) and applicable rules of the National Futures Association, and, to the extent permitted thereunder, any applicable agreement between the Transferor Participant and Non-Participant Party.

(iii) The Transferor Participant, Transferee Participant and Non-Participant Party shall have agreed and executed and submitted to ICE Clear Credit a transfer confirmation (the "**Transfer Confirmation**") in a form approved by ICE Clear Credit (which may be written or electronic) specifying the following information:

(A) The Client-Related Positions to be transferred (the "**Transferred Transactions**");

(B) The proposed transfer date (the "**Transfer Date**"), which shall be no earlier than the ICE Business Day of submission of the Transfer Confirmation to ICE Clear Credit and shall be an ICE Business Day;

(C) Whether relevant margin allocated to the Non-Participant Party held in the Client Omnibus Margin Account is to be transferred to the Transferee Participant or returned to the Transferor Participant for distribution to the Non-Participant Party;

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(D) The amount of such margin, if any, to be so moved or returned in respect of the transferred or novated contracts; and

(E) Such other matters as ICE Clear Credit may specify.

(iv) Prior to the applicable transfer time determined by ICE Clear Credit on the Transfer Date (the "**Transfer Time**"), if required by ICE Clear Credit, each of the Transferor Participant and the Transferee Participant shall have Transferred additional Margin in the amount specified by ICE Clear Credit to satisfy any additional Margin Requirements as a result of the proposed adjustments in Client-Related Positions pursuant to clause (c) below.

(v) ICE Clear Credit has accepted such Transfer Confirmation, and the Transferor Participant and Transferee Participant have satisfied such other conditions as ICE Clear Credit may have specified.

(c) If such conditions are satisfied, then as of the Transfer Time, the transfer shall occur as set forth in the Transfer Confirmation and ICE Clear Credit shall (i) adjust the outstanding Client-Related Positions of the Transferor Participant to reflect the transfer of Client-Related Positions related to the Transferred Transactions; (ii) adjust the outstanding Client-Related Positions of the Transferee Participant to reflect the transfer of the Transferred Transactions; (iii) adjust the Margin Requirements of the Transferor Participant and Transferee Participant to reflect such adjustments of outstanding Client-Related Positions; and (iv) transfer the applicable margin from the Client Omnibus Margin Account of the Transferor Participant to that of the Transferee Participant or return such margin to the Transferor Participant for distribution to the Non-Participant Party, as specified in the Transfer Confirmation.

(d) Notwithstanding anything to the contrary herein, no Participant shall be required to accept transfer of any Client-Related Position as a Transferee Participant without its consent.

(e) Following the Transfer Time, each of the Transferor Participant and Transferee Participant must make appropriate submissions, in accordance with the ICE Clear Credit Procedures, to Deriv/SERV or another service specified by ICE Clear Credit to reflect the adjustments to its outstanding Client-Related Positions. The Non-Participant Party shall be required to make appropriate such submissions to reflect such novation.

(f) Notwithstanding anything to the contrary herein or in any Transfer Confirmation, if a Default occurs with respect to a Transferor Participant prior to the Transfer Time for a transfer, such transfer (and any related Transfer Confirmation) will be of no effect and ICE Clear Credit will not adjust the related Client-Related Positions pursuant to this Rule 20A-01.

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20A-02. Post-Default Portability Rules.

(a) If ICE Clear Credit determines to effect the Closing-out Process in respect of Client-Related Positions of a Defaulting Participant, ICE Clear Credit shall determine the loss to it with respect to the Client-Related Positions pursuant to the Closing-out Process and any shortfall in Margin allocated with respect to each Non-Participant Party Portfolio. The following additional provisions shall apply in respect of Client-Related Positions of such Defaulting Participant determined by ICE Clear Credit and the receiver, trustee or other insolvency practitioner for the Defaulting Participant to be eligible therefor ("**Eligible Transfer Positions**"):

(i) To the extent permitted by law, ICE Clear Credit may (but will not be obligated to), on its own or in coordination with the receiver, trustee or other insolvency practitioner for such Defaulting Participant, transfer or arrange or facilitate the transfer of such Eligible Transfer Positions to other CDS Participants that will accept such positions. Except as required by law and without limiting the foregoing, ICE Clear Credit will have no obligation to permit any transfer of Eligible Transfer Positions if it would result in ICE Clear Credit being undermargined or undersecured with respect to any remaining Client-Related Positions or would raise other risk management concerns for ICE Clear Credit, in each case as determined by ICE Clear Credit in its sole discretion.

(ii) Such transfers of Eligible Transfer Positions may be made with respect to the entire portfolio of Eligible Transfer Positions or any relevant portion thereof (including, if applicable, on a client-by-client basis). Subject to the foregoing, ICE Clear Credit may take into consideration such other factors ICE Clear Credit determines to be relevant in making, arranging or facilitating any such transfer.

(iii) Following the transfer of Client-Related Positions related to a Non-Participant Party Portfolio, ICE Clear Credit may transfer any related margin allocated to such Non-Participant Party Portfolio in the Client Omnibus Margin Account to the applicable such account of the transferee Participant, to serve as margin for the transferred transactions, and Defaulting Participant agrees to such transfer and to take any necessary action to facilitate such transfer. Notwithstanding the foregoing, the transferee Participant shall remain obligated to satisfy any Margin Requirement resulting from its acceptance of the transfer of Client-Related Positions. For the avoidance of doubt, ICE Clear Credit may recalculate Margin requirements to reflect any increase in the Initial Margin requirement as a result of the transfer of less than all of the Client-Related Positions of a Defaulting Participant. Any such movements of margin shall be determined by ICE Clear Credit on the basis of information most recently provided to ICE Clear Credit by the Defaulting Participant (or any receiver, trustee, insolvency practitioner or similar party therefor).

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Notwithstanding anything to the contrary herein, any such transfer of margin shall be subject to any requirements or limitations under applicable law, including Part 190 of the CFTC Regulations, and any approvals or consents that ICE Clear Credit may determine to be required or advisable under the circumstances.

(iv) Nothing in these Rules shall require a Participant to accept transfer of Eligible Transfer Positions.

(b) A Defaulting CDS Participant shall take no action, including but not limited to attempting to obtain a court order, that could interfere with the ability of ICE Clear Credit to take action contemplated by the Default Portability Rules, including, without limitation, the transfer or replacement of positions and the transfer of related margin or collateral.

(c) Each CDS Participant hereby appoints ICE Clear Credit as its lawful agent and attorney-in-fact, as further security for the Obligations of the CDS Participant, to (i) take such actions on behalf of the CDS Participant in the event it becomes a Defaulting CDS Participant as ICE Clear Credit, in its discretion and in accordance with the Default Portability Rules, determines for the purposes of executing any document or instrument in order to effectuate the Default Portability Rules and/or (ii) exercise rights and remedies under any and all Open CDS Positions in such manner as ICE Clear Credit may, in its discretion and in accordance with the Default Portability Rules, determine. Each Participant hereby ratifies and confirms all acts or things ICE Clear Credit does or purports to do pursuant to this power of attorney.

(d) Following the transfer or replacement of Eligible Transfer Positions pursuant to this Rule 20A-02, the Replacement Participant and, if applicable, the Non-Participant Party must make appropriate submissions, in accordance with the ICE Clear Credit Procedures, to Deriv/SERV or another service specified by ICE Clear Credit to reflect such transfer or replacement.

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21. REGIONAL CDS COMMITTEES AND DISPUTE RESOLUTION PROCEDURES

2100. Definitions

Acceleration Supermajority

The meaning specified in Rule 2101-03(d)(iv).

Administrative Meeting

The meaning specified in Rule 2104-03(a)(ii).

Advocates

The meaning specified in Rule 2104- 04(a).

Brief

The meaning specified in Rule 2104-04(e)(i).

Chairperson

The meaning specified in Rule 2101-01(d).

Committee Member

The meaning specified in Rule 2101-01(b).

Dispute Resolution Panel

The meaning specified in Rule 2102-01(a).

Dispute Resolver

The meaning specified in Rule 2102-01(b).

Effectiveness Convention

The meaning specified in Rule 2101-03(g).

Effectiveness Supermajority

The meaning specified in Rule 2101-03(d)(v).

Exhibits

The meaning specified in Rule 2104-04(e)(ii).

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Issue

The meaning specified in Rule 2103-01(a).

Mandatory Voting Member

The meaning specified in Rule 2101-04(a).

Oral Argument

The meaning specified in Rule 2104-04(g).

Panel Member

The meaning specified in Rule 2102-01(b).

Presented Positions

The meaning specified in Rule 2103-03(b).

Primary Panel Member

The meaning specified in Rule 2102-02(b)(i).

Provider

The meaning specified in Rule 2106-03(b).

Quorum Majority

The meaning specified in Rule 2101-03(d)(i).

Quorum Stage 2 Supermajority

The meaning specified in Rule 2101-03(d)(iii).

Quorum Supermajority

The meaning specified in Rule 2101-03(d)(ii).

Regional CDS Committee

The meaning specified in Rule 2101-01(a).

Regional CDS Participant

The meaning specified in Rule 2101-01(c).

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Reimbursement Amount

The meaning specified in Rule 2104-04(b).

Relevant Period

The meaning specified in Rule 2102-02(b)(iii).

Resolve

The meaning specified in Rule 2106-01(a).

Standard Quorum Number

The meaning specified in Rule 2101-03(b).

Submission Deadline

The meaning specified in Rule 2104-03(a)(iii).

Written Materials

The meaning specified in Rule 2104-04(e).

2101. Composition and Role of the Regional CDS Committees.

2101-01. Composition of the Regional CDS Committees.

(a) For each CDS Region, there shall be a committee, governed by these CDS Committee Rules, responsible for making determinations and resolving disputes related to cleared CDS Contracts for that CDS Region (each, a "**Regional CDS Committee**"). For each CDS Region, the Board or its designee will also determine the location and parameters for determining whether a day is a CDS Regional Business Day in respect of the relevant CDS Region and the relevant local time.

(b) Each Regional CDS Committee will consist of one member (each, a "**Committee Member**") for each Regional CDS Participant. Each Regional CDS Participant shall, upon request, promptly notify ICE Clear Credit of the identity of its authorized representative who will serve as its Committee Member for a Regional CDS Committee and also of its authorized alternative representative, who may serve as the Regional CDS Participant's Committee Member in the absence of the Regional CDS Participant's authorized representative.

(c) For a particular CDS Region, a "**Regional CDS Participant**" is CDS Committee-Eligible Participant, as defined in Rule 20-102, that meets the applicable criteria established for the relevant CDS Region by the Board or its designee, in each case at the time of the relevant vote or other activity under these CDS Committee

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Rules. If any two or more Regional CDS Participants in a particular CDS Region are or become Affiliates, as determined by the Board or its designee, those Regional CDS Participants together are entitled to appoint only a single Committee Member for the relevant Regional CDS Committee. If at any time affiliated Regional CDS Participants in a particular CDS Region have identified more than one Committee Member for the relevant Regional CDS Committee, the affiliated Regional CDS Participants will promptly notify ICE Clear Credit which of the identified authorized representatives and authorized alternative representatives will represent them.

(d) For each Regional CDS Committee, the Chairman of the Board, with the approval of the Board or its designee, will from time to time appoint a Committee Member from the Regional CDS Committee to serve as chairperson of the committee for a term of one year (each, a "**Chairperson**"). If a Chairperson ceases to be a Committee Member of the relevant Regional CDS Committee or notifies the Chairman of the Board of his or her resignation, the Chairman of the Board, with the approval of the Board or its designee, will appoint another Committee Member to serve as Chairperson of the relevant Regional CDS Committee for the remainder of the outgoing Chairperson's term. Prior service as Chairperson does not disqualify a Committee Member from subsequent terms of service as Chairperson.

(e) Each Regional CDS Participant shall be responsible for its own costs associated with its participation as a Regional CDS Participant or as a Committee Member unless these CDS Committee Rules specifically provide otherwise.

2101-02. Role of the Regional CDS Committees.

(a) For the relevant CDS Region, the Regional CDS Committee shall, subject to Rule 2101-02(d) and (e), be responsible for:

(i) determining whether a Reference Entity under a CDS Contract has been the subject of a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) and, if so, determining the legally effective date of the Succession Event or such circumstances and the identity of the Reference Entity's Successor(s), if any, *provided* that such determination shall be made only where sufficient information is available to the Regional CDS Committee to make such determination;

(ii) where necessary in respect of a CDS Contract to which "Standard Reference Obligation" is not applicable hereunder, determining whether a Reference Obligation no longer satisfies the applicable requirements under such CDS Contract and, if so, identifying any Substitute Reference Obligation, *provided* that such determination shall be made only where sufficient information is available to the Regional CDS Committee to make such determination;

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(iii) determining whether a Credit Event for which there is Publicly Available Information has occurred with respect to a CDS Contract on or after the Credit Event Backstop Date and on or prior to the Extension Date (with the timing of such Credit Event determined in accordance with the terms of such CDS Contracts) and, if so, determining the relevant Event Determination Date, if any, which shall be the first date on which the relevant Regional CDS Committee both has received effective notice during the relevant Notice Delivery Period or Post Dismissal Additional Period, as applicable, requesting that the Regional CDS Committee determine the matters described in this clause (iii) and is in possession of Publicly Available Information in respect of the relevant Credit Event; *provided, however,* that an Event Determination Date relating to a Relevant Restructuring Credit Event shall occur in respect of a Restructuring CDS Contract or part thereof only if a relevant party thereto delivers a Restructuring Credit Event Notice relating thereto on or before the relevant Exercise Cut-off Date, as provided in the CDS Restructuring Rules; *provided*, *further*, that in circumstances where Section 4.6(d)(ii) of the Applicable Credit Derivatives Definitions would otherwise apply, the Regional CDS Committee will be responsible for determining whether the Repudiation/Moratorium Extension Condition is satisfied (and delivery of a Repudiation/Moratorium Extension Notice will be of no effect);

(iv) if the applicable method of settlement under a CDS Contract is Physical Settlement (whether initially or due to the fact that the CDS Contract is to be settled in accordance with the Fallback Settlement Method), resolving any questions presented by one or more Committee Members with respect to such CDS Contract regarding (1) whether a particular obligation is a Deliverable Obligation, (2) whether a particular Deliverable Obligation satisfies Section 2.32(a) or 2.33(a) of the 2003 Definitions (in the case of a 2003-Type CDS Contract) or Section 3.31(a) or 3.32(a) of the 2014 Definitions (in the case of a 2014-Type CDS Contract), if applicable (a Deliverable Obligation that satisfies the relevant Section, a "**Permissible Deliverable Obligation**"), (3) the length of the Physical Settlement Period (unless such period is fixed for purposes of the relevant Delivery pursuant to the Applicable Credit Derivatives Definitions), in the case of a 2003-Type CDS Contract, (4) the Accreted Amount of any Accreting Obligation (in the case of a 2003-Type CDS Contract) or the Outstanding Principal Balance of any relevant Deliverable Obligation (in the case of a 2014-Type CDS Contract), (5) whether an Asset Package Credit Event has occurred in the case of a 2014-Type CDS Contract, the identification of any relevant Asset Package or Largest Asset Package or the methodology for determining the relevant Asset Market Value with respect to a Non-Transferable Instrument or Non-Financial Instrument (in the case of a 2014-Type CDS Contract); or (6) with respect to a Deliverable Obligation, any specific assignment, novation or other document or any other action that may be necessary, customary or desirable and reasonably requested

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by either party to a CDS Contract that is the subject of a Matched Delivery Pair for the purpose of effecting Physical Settlement and, with respect to a Deliverable Obligation that is a Loan, the documentation customarily used in the relevant market for Delivery of such Loan at that time, including any market advisory, and any amendments to such documentation to the extent necessary in order to preserve the economic equivalent, as closely as practicable, of the delivery and payment obligations of the parties under the Applicable Credit Derivatives Definitions; and

(v) with respect to a CDS Contract, making any other determination requested of it or resolving any disputes referred to it by ICE Clear Credit or its designee or by any Committee Member, excluding (A) making determinations or resolving disputes relating to withholding, gross-up or reimbursement for or on account of any Tax (as defined in Rule 613) or other Tax matters and (B) resolving disputes that are subject to arbitration pursuant to these Rules.

(b) Subject to Rule 2101-02(d) and (e), ICE Clear Credit shall be responsible for performing any calculations or other determinations required of the Calculation Agent by a CDS Contract, other than those responsibilities specifically delegated to the Regional CDS Committees as provided in Rule 2101-02(a) or as otherwise delegated to the Regional CDS Committees by the Board or its designee. Any Calculation Agent determination made by ICE Clear Credit under this Rule 2101-02(b) may be disputed by any Committee Member referring the determination to the relevant Regional CDS Committee.

(c) If there is a question presented to the Regional CDS Committee under Rule 2101-02(a)(iv) with respect to whether a particular obligation is a Deliverable Obligation or a Permissible Deliverable Obligation, as applicable, or, in respect of a 2014-Type CDS Contract, the Outstanding Principal Balance of such Deliverable Obligation or Permissible Deliverable Obligation, as applicable, and the answer to the question may differ based on the date as of which the question is answered (for example, there is a contingency that might cease to exist as of a particular date for purposes of the “Not Contingent” Deliverable Obligation Characteristic in the case of a 2003-Type CDS Contract or for purposes of Section 3.8 of the 2014 Definitions in the case of a 2014-Type CDS Contract), the presenter of the question will identify the relevant date.

(d) Notwithstanding anything to the contrary in this Rule 2101-02 or elsewhere in these Rules, if the July 2009 Supplement or 2014 Definitions apply to a CDS Contract, the Regional CDS Committee shall not consider a question under these CDS Committee Rules in respect of such CDS Contract (including where new information, relevant to the question to be considered, has become available) unless a request has been previously submitted to the DC Secretary, to convene the relevant Credit Derivatives Determinations Committee to resolve the answer to such question for the purposes of the relevant CDS Contract (and, where new information as aforesaid has become available, that information has been made

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available to the DC Secretary with such request) and the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has resolved not to determine the answer to such question or will not be deliberating the question.

(e) For the avoidance of doubt, if the July 2009 Supplement or 2014 Definitions apply to a CDS Contract, any determination by a Credit Derivatives Determinations Committee applicable to such CDS Contract shall be binding on ICE Clear Credit and the relevant CDS Participants and shall supersede a prior determination of the same question by the relevant Regional CDS Committee, Dispute Resolver or ICE Clear Credit, as applicable, as provided in Section 9.1(c)(iii) of the 2003 Definitions (in the case of a 2003-Type CDS Contract) or Section 10.2 of the 2014 Definitions (in the case of a 2014-Type CDS Contract) (except as expressly stated otherwise in Section 9.1(c)(iii)(B) thereof or Section 10.2(a)(i) thereof, as applicable) interpreted as if the relevant Regional CDS Committee, Dispute Resolver or ICE Clear Credit, as applicable, were the Calculation Agent). In the event there is a pending question before a Regional CDS Committee or a Dispute Resolver and the DC Secretary publicly announces that the conditions are satisfied to convene a Credit Derivatives Determinations Committee to resolve the same question, such Regional CDS Committee or Dispute Resolver shall cease considering such question and, in the event the question is raised again with such Regional CDS Committee or Dispute Resolver following such Credit Derivatives Determinations Committee's proceedings, the process of considering such question by such Regional CDS Committee or Dispute Resolver shall start over from the beginning.

(f) If the July 2009 Supplement or 2014 Definitions apply to a CDS Contract, in each case notwithstanding whether the applicable Regional CDS Committee is entitled to consider the question pursuant to Rule 2101-02(d):

(i) a question presented to a Regional CDS Committee concerning whether or not an event constitutes a Credit Event with respect to such CDS Contract which includes a description in reasonable detail of the facts and information required to be included in a Credit Event Notice and a Notice of Publicly Available Information shall be deemed to be delivery by a Notifying Party to the other party of a Credit Event Notice and Notice of Publicly Available Information under all relevant CDS Contracts only for the purposes of determining the Credit Event Backstop Date pursuant to Section 1.23 of the 2003 Definitions (in the case of a 2003-Type CDS Contract) or Section 1.39 of the 2014 Definitions (in the case of a 2014-Type CDS Contract) and as otherwise provided in these Rules; and

(ii) a question presented to a Regional CDS Committee concerning whether or not an event constitutes a Succession Event or circumstances giving rise to a Successor and a Succession Date with respect to such CDS Contract which includes a description in reasonable detail of the facts required to be included in a Succession Event Notice or Successor Notice,

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as applicable, shall be deemed to be delivery by one party to the other party of a Succession Event Notice or Successor Notice, as applicable, under all relevant CDS Contracts only for the purposes of determining the Succession Event Backstop Date pursuant to Section 2.2(i) of the 2003 Definitions (in the case of a 2003-Type CDS Contract) or the Successor Backstop Date pursuant to Section 2.2(k) of the 2014 Definitions (in the case of a 2014-Type CDS Contract), as applicable, and as otherwise provided in these Rules.

2101-03. Meetings of the Regional CDS Committee.

(a) ICE Clear Credit or the Chairperson may, and at the request of any two Committee Members the Chairperson will, call a meeting of the Regional CDS Committee on no less than three hours' notice. Meetings may commence at any time between 10:00 a.m. and 6:00 p.m. local time on a CDS Regional Business Day. As part of the notice to Committee Members of the meeting, ICE Clear Credit or the Chairperson, as applicable, shall include a brief description of the circumstances, including (if applicable) which category described in Rule 2101-02(a) the Regional CDS Committee is being asked to consider. Meetings may be held in person or by telephone or videoconference.

(b) There will be no quorum for holding a meeting of a Regional CDS Committee. The quorum for holding a binding or non-binding vote will be a number of Committee Members equal to the Standard Quorum Number, unless otherwise indicated in a CDS Committee Rule. "**Standard Quorum Number**" means the greater of (i) 5 and (ii) 50 percent of the Regional CDS Participants for the relevant Regional CDS Committee (rounded down to the nearest whole number).

(c) Each Committee Member will have a single vote on all matters before the Regional CDS Committee. In addition, each Regional CDS Participant agrees that it will cause its Committee Member (or any other person voting on such Committee Member's behalf) to, when casting a ballot in a binding vote, vote for the answer that is, in such voter's good faith belief, the proper answer to the question, taking into account any ambiguities in the application of the terms of the CDS Contract to the particular question.

(d) The voting standards used in these CDS Committee Rules have the following meanings:

(i) a "**Quorum Majority**" means that there is a quorum for the vote and at least a majority of voting Committee Members have voted for a particular answer to the question posed.

(ii) a "**Quorum Supermajority**" means that there is a quorum for the vote and at least two-thirds of voting Committee Members have voted for a particular answer to the question posed.

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(iii) a "**Quorum Stage 2 Supermajority**" means that there is a quorum for the vote and at least two-thirds of voting Committee Members have voted for a particular answer to the question posed. For a Quorum Stage 2 Supermajority, the denominator is the greater of (x) the number of Committee Members voting in the vote and (y) the number of Committee Members who voted in the most recent binding vote on the question.

(iv) an "**Acceleration Supermajority**" means that there is a quorum for the vote of at least two-thirds of Committee Members on a Regional CDS Committee and all voting Committee Members have voted for holding a binding vote on an Issue or any element thereof on a date earlier than the date described in Rule 2103-02(a).

(v) an "**Effectiveness Supermajority**" means that there is a quorum for the vote of at least two-thirds of Committee Members on a Regional CDS Committee and at least three-quarters of voting Committee Members have voted for a particular Effectiveness Convention.

For purposes of each of these voting standards, (1) Committee Members who are present but abstain from voting are neither counted for purposes of determining whether there is a quorum nor counted in the denominator for purposes of determining whether the requisite threshold is met and (2) Committee Members who are present but vote that they need more time to consider the question are both counted for purposes of determining whether there is a quorum and counted in the denominator for purposes of determining whether the requisite threshold is met.

(e) A Committee Member may invite one or more employees of the Regional CDS Participant such Committee Member is representing (or of an Affiliate) to participate in a meeting of the Regional CDS Committee relating to an Issue for which the employee(s) have expertise. The Committee Member may, by notice to the Regional CDS Committee, delegate the authority to vote on its behalf on a particular Issue to any such employee.

(f) A Regional CDS Committee may seek advice or assistance from outside counsel or other outside experts by a Quorum Majority vote of Committee Members in favor. The costs associated with any such advice or assistance may not exceed $100,000 per Regional CDS Committee in any one calendar year (or such other amount specified by ICE Clear Credit), without the approval of ICE Clear Credit.

(g) The decisions of a Regional CDS Committee will be effective at the time of the binding vote, unless the Regional CDS Committee has adopted an applicable Effectiveness Convention, in which case the decision will be effective as provided in the Effectiveness Convention. By an Effectiveness Supermajority vote in favor, a Regional CDS Committee may adopt a convention, or modify an existing convention, for determining when a particular decision is effective in one or more particular contexts or circumstances (an "**Effectiveness Convention**").

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(h) ICE Clear Credit may make publicly available the answer by which a Regional CDS Committee has Resolved a question with respect to an Issue or any element thereof. A Regional CDS Committee may make publicly available a written summary of the basis for the Resolution of an Issue (whether pursuant to Rule 2103, 2104 or 2105) if such summary is supported by a Quorum Stage 2 Supermajority.

(i) Any Participant (whether or not a Regional CDS Participant) or Non-Participant Party may submit to the Chairperson a question for consideration by the Regional CDS Committee in accordance with this Chapter 21 of the Rules. The Regional CDS Committee shall determine whether to consider any such question in accordance with this Chapter 21 of the Rules.

2101-04. Regional CDS Committee Mandatory Voting Members.

(a) ICE Clear Credit shall maintain a list of Regional CDS Participants for purposes of identifying Regional CDS Participants whose Committee Member shall be required to participate in all meetings and votes relating to a matter before the Regional CDS Committee (a "**Mandatory Voting Member**"), absent a written certification to ICE Clear Credit by the relevant Regional CDS Participant that, in its judgment, neither its Committee Member nor anyone else within the Regional CDS Participant's organization is appropriate to serve in such capacity. A Regional CDS Participant may not provide such a written certification solely on the basis that it does not trade the particular CDS Contract at issue.

(b) For each CDS Region, ICE Clear Credit shall initially list the Regional CDS Participants in random order. ICE Clear Credit shall remove from the list those that cease to be Regional CDS Participants and add to the list in a random position any new Regional CDS Participants. If a Regional CDS Participant serves as a Mandatory Voting Member, it shall be moved to the bottom of the list. ICE Clear Credit will provide an updated list to the Regional CDS Participants promptly after any update. If requested on a Quorum Majority vote by the relevant Regional CDS Committee, ICE Clear Credit shall randomly re-order the list.

(c) If a Regional CDS Committee votes, whether binding or non-binding, with respect to:

(i) an Issue under one of the subclauses in Rule 2101-02(a), including voting not to determine any such Issue or to dismiss such Issue;

(ii) an amendment to these CDS Committee Rules proposed under Rule 2106-02(b); or

(iii) an Effectiveness Convention under Rule 2101-03(g);

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and fails to achieve a quorum, the Chairperson shall notify ICE Clear Credit, which shall, by proceeding in the order of the list, promptly identify a number of Regional CDS Participants equal to the full quorum required for that vote (e.g., the Standard Quorum Number if the voting standard is a Quorum Majority or a Quorum Supermajority) whose Committee Member shall serve as Mandatory Voting Members for such vote or, in the case of clause (i), until all aspects of the matter requiring the participation of Mandatory Voting Members have been fully Resolved.

2102. The Dispute Resolution Panel and the Dispute Resolver.

2102-01. Role and Composition of the Dispute Resolution Panel.

(a) For each CDS Region, ICE Clear Credit may, as provided in this Rule 2102-01, maintain a list (each such list, a "**Dispute Resolution Panel**") of persons eligible to resolve, in accordance with these CDS Committee Rules, disputes that are referred to Stage 2 procedures described in Rule 2104 by the relevant Regional CDS Committee under Rule 2103-03.

(b) Each Dispute Resolution Panel will consist of between 3 and 5 persons (each, a "**Panel Member**") selected in accordance with Rule 2102-01(c). If at any time, there are fewer than 3 Panel Members, ICE Clear Credit shall select additional individuals to be added to the Dispute Resolution Panel in accordance with Rule 2102-01(c). The Panel Member charged with resolving a particular dispute (the "**Dispute Resolver**") will be selected from the relevant Dispute Resolution Panel in accordance with Rule 2102-02.

(c) ICE Clear Credit shall nominate one or more individuals to be considered for membership on a Dispute Resolution Panel and shall notify the Committee Members for the relevant Regional CDS Committee of each such nomination. ICE Clear Credit may nominate only individuals that it is satisfied are not current employees or directors of a Regional CDS Participant for the relevant CDS Region or an Affiliate thereof. Unless 3 or more Committee Members for the relevant Regional CDS Committee object to the nomination within 30 days of the date ICE Clear Credit notifies Committee Members of the nomination, the individual will become a Panel Member effective on the later of such 30th day and the date the individual signs an agreement with ICE Clear Credit governing its role as Panel Member for a term specified in the agreement.

(d) ICE Clear Credit may, and if directed by the relevant Regional CDS Committee as provided in this Rule 2102-01(d) shall, remove a Panel Member by terminating or by not renewing or extending the term of a Panel Member in accordance with the agreement between ICE Clear Credit and the Panel Member; *provided* that a Panel Member who is then serving as Dispute Resolver may be removed only for cause. If a Panel Member is removed for cause while he or she is serving as Dispute Resolver, or withdraws from service as Dispute Resolver, a replacement Dispute Resolver shall be selected as if the dispute being resolved by the

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removed Panel Member had been newly referred to Stage 2 for resolution on the date of such Panel Member's removal or withdrawal. The Regional CDS Committee shall consider at least annually whether to direct ICE Clear Credit to remove any Panel Members from the Dispute Resolution Panel for the relevant CDS Region. To so direct ICE Clear Credit, (i) a Quorum Supermajority of Committee Members for the relevant Regional CDS Committee must vote in favor of the removal if the Panel Member is being removed in the middle of his or her term and (ii) a Quorum Majority of Committee Members for the relevant Regional CDS Committee must vote in favor of the removal if the Panel Member's term is not being renewed or extended.

2102-02. Selection of the Dispute Resolver.

(a) When a Regional CDS Committee refers a dispute to the Dispute Resolution Panel, the Dispute Resolver will be selected as follows:

(i) The Panel Member at the top of the Panel Member list, ordered as described in Rule 2102-02(b), at the time the Regional CDS Committee refers the dispute to the relevant Dispute Resolution Panel will be charged with resolving the dispute, unless that Panel Member indicates he or she has a conflict of interest or lacks impartiality with regard to resolution of the dispute or is not available to resolve the dispute within the time periods contemplated by the Stage 2 procedures set forth in Rule 2104-03(a) or unless ICE Clear Credit determines there is such a conflict of interest or lack of impartiality (or the appearance of either) or a lack of availability. If more than one question relating to a single Issue is referred to Stage 2 for resolution, then the Panel Member selected under this Rule 2102-02(a) shall be the Dispute Resolver for each such question.

(ii) If that Panel Member indicates (or ICE Clear Credit determines) such a conflict of interest or lack of impartiality or availability, the Panel Members on the relevant Dispute Resolution Panel will be charged in the order described in Rule 2102-02(b) to resolve the dispute until a Panel Member is identified without such a conflict of interest or lack of impartiality or availability.

(iii) If all Panel Members on the relevant Dispute Resolution Panel indicate (or ICE Clear Credit determines) such a conflict of interest or lack of impartiality or availability, or if there are no Panel Members on the relevant Dispute Resolution Panel, the dispute shall be referred back to the Regional CDS Committee to be resolved in accordance with the Stage 3 procedures described in Rule 2105.

(b) The Panel Members on the Dispute Resolution Panel will be ordered as follows:

(i) For each CDS Region, ICE Clear Credit shall initially list the Panel Members in random order. At the end of each Relevant Period, ICE Clear

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Credit shall randomly reorder the Panel Member list for the next Relevant Period. For any Relevant Period, the Panel Member at the top of the initial list for that Relevant Period will be the "**Primary Panel Member**". A Panel Member is not eligible to be the Primary Panel Member after having been the Primary Panel Member in the prior Relevant Period, unless the individual is the only remaining Panel Member, and ICE Clear Credit shall randomly reorder the Panel Member list for a particular Relevant Period until this requirement is satisfied.

(ii) ICE Clear Credit shall remove from the Dispute Resolution Panel those individuals that cease to be Panel Members during the particular Relevant Period and add to the bottom of the list any new Panel Member. If a Panel Member on a list for a particular Relevant Period serves as a Dispute Resolver, the individual shall be moved to the bottom of the list for that Relevant Period.

(iii) The "**Relevant Period**" will be six calendar months (i.e., January through June and July through December), unless otherwise specified by the Board or its designee.

(iv) ICE Clear Credit will provide an updated list of Panel Members to the Regional CDS Participants promptly after any update to the Dispute Resolution Panel.

2103. Stage 1 – The Regional CDS Committee with Quorum Supermajority Vote.

2103-01. General.

(a) When a Regional CDS Committee is asked to consider the application of a particular set of circumstances to a category described in Rule 2101-02(a) (an "**Issue**"), one or more meetings shall be held where Committee Members will discuss the Issue and attempt to reach a consensus. To facilitate this process, the Regional CDS Committee may hold one or more non-binding votes to gauge the views of the Committee Members. A non-binding vote shall be held whenever called by the Chairperson or requested by two or more Committee Members.

(b) The Regional CDS Committee will attempt to reach a consensus on the phrasing of one or more questions the answers to which are necessary to Resolve an Issue. If the Regional CDS Committee cannot reach a consensus on the phrasing of any question, any two Committee Members may pose a question to be voted on by the Regional CDS Committee. To the extent practicable, the Regional CDS Committee should endeavor to Resolve through individual questions particular elements of an Issue even if unable to Resolve all elements of such Issue. For example, the Regional CDS Committee might Resolve the determination that a Reference Obligation no longer satisfies the applicable requirements under a CDS Contract even if unable to Resolve the determination of an appropriate Substitute Reference Obligation (or vice versa).

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2103-02. Binding Votes.

(a) Subject to Rule 2103-02(d), a binding vote on all elements of an Issue shall be held:

(i) for an Issue described in Rule 2101-02(a)(iii) or Rule 2101-02(a)(iv), on the second CDS Regional Business Day after the CDS Regional Business Day of the initial meeting of the Regional CDS Committee regarding the Issue; and

(ii) for any other Issue, on the ninth CDS Regional Business Day after the CDS Regional Business Day of the initial meeting of the Regional CDS Committee regarding the Issue;

unless, in the case of clause (i), the date for a binding vote has been delayed by a vote in favor of such delay by a Quorum Supermajority of the Regional CDS Committee and, in the case of clause (ii), the date for a binding vote has been delayed by a vote in favor of such delay by a Quorum Majority of the Regional CDS Committee for the first delay and a vote in favor of such delay by a Quorum Supermajority of the Regional CDS Committee for any subsequent delay.

(b) A Regional CDS Committee may hold a binding vote on any element of an Issue on a date earlier than the date described in Rule 2103-02(a), (i) on the CDS Regional Business Day of the initial meeting of the Regional CDS Committee regarding the Issue, if an Acceleration Supermajority vote in favor or (ii) on any subsequent CDS Regional Business Day, if a Quorum Supermajority vote in favor.

(c) If, in a binding vote, a Quorum Supermajority vote for a particular answer to a question, that question is considered Resolved according to that answer. Once a question has been Resolved, it may not be reconsidered or voted on again by the Regional CDS Committee. For the sake of clarity, if a Regional CDS Committee Resolves (i) that a Credit Event for which there is Publicly Available Information has not occurred with respect to a CDS Contract, but Publicly Available Information not considered by the Regional CDS Committee becomes available to the Regional CDS Committee, (ii) that a particular obligation is or is not a Deliverable Obligation or a Permissible Deliverable Obligation as of a particular date, but the analysis would be different if the Deliverable Obligation Characteristics, 2003 Definitions Section 2.32(a) or 2.33(a) (in the case of a 2003-Type CDS Contract), or 2014 Definitions Section 3.31(a) or 3.32(a) (in the case of a 2014-Type CDS Contract, as applicable, were applied on a different date, or (iii) the Outstanding Principal Balance of a Deliverable Obligation (in the case of a 2014-Type CDS Contract), as of a particular date but the analysis would be different if Section 3.8 of the 2014 Definitions were applied on a different date, a subsequent vote on such Issue is considered a new question rather than reconsideration of the prior question.

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(d) A Regional CDS Committee may, in a binding vote, by a Quorum Majority, decide not to determine the relevant Issue or to dismiss the relevant Issue, in which case the Issue shall be treated as though it had never been raised for consideration by such Regional CDS Committee.

2103-03. Referral to Stage 2.

(a) An Issue presented to the Regional CDS Committee will be referred to Stage 2 if:

(i) the Regional CDS Committee holds a binding vote where a Quorum Supermajority are in favor of referring the Issue to Stage 2, in which case all elements of such Issue that have not been Resolved by the Regional CDS Committee through a binding vote will be referred to Stage 2; or

(ii) (unless Rule 2103-02(d) applies) the Regional CDS Committee has not fully Resolved all elements of an Issue through a binding vote within the time period described in Rule 2103-02(a), in which case each element not Resolved will be referred to Stage 2.

(b) If an Issue is referred to Stage 2, the positions to be presented to the Dispute Resolver (each, a "**Presented Position**" and, collectively, the "**Presented Positions**") in respect of the elements of an Issue not Resolved by the Regional CDS Committee shall be determined as follows:

(i) In the case of a question that was phrased to be answered with either "yes" or "no", the Presented Positions shall be both the "yes" and "no" answers.

(ii) In the case of a question that was not phrased to be answered with either "yes" or "no", the Presented Positions shall include the answer or answers that receive the most votes. If only one answer receives the most votes, the Presented Positions shall also include the answer or answers receiving the next most votes.

(c) Where the Regional CDS Committee failed to reach a consensus on the phrasing of a question necessary to Resolve one or more elements of an Issue and there was more than one phrasing of a question voted on by the Regional CDS Committee in a binding vote, a Quorum Supermajority may determine the phrasing of the question to be addressed in Stage 2, and in the absence of a Quorum Supermajority favoring a particular phrasing, the Dispute Resolver shall select the phrasing of the question to be addressed in Stage 2.

2104. Stage 2 – Dispute Resolution.

2104-01. General.

(a) The Dispute Resolver for a particular dispute will follow the procedures set forth in this Rule 2104 in resolving the dispute. At any time before the Dispute

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Resolver announces his or her decision with respect to a question, the Regional CDS Committee may withdraw and Resolve the question by holding a vote where a Quorum Stage 2 Supermajority vote for a particular answer to the question. In that case, ICE Clear Credit or the Regional CDS Committee shall notify the Dispute Resolver not to render a decision on the particular question.

2104-02. The Decision.

(a) The Dispute Resolver must, in his or her decision with respect to a question, select without alteration in any way from one of the Presented Positions.

(b) The Dispute Resolver will communicate to the Regional CDS Committee and ICE Clear Credit in writing which of the Presented Positions he or she has selected with respect to a question, but shall not issue a written opinion explaining his or her reasoning. The decision of the Dispute Resolver will be effective at the time the decision is communicated, unless the time of effectiveness was specifically included in the Presented Position.

(c) Unless either the Regional CDS Committee has withdrawn and Resolved a question as described in Rule 2104-01(a) or any of the conditions described in Rule 2104-02(d) are met, the Dispute Resolver's decision with respect to a question will Resolve the question.

(d) A question necessary to Resolve one or more elements of an Issue referred to Stage 2 shall be referred back to the Regional CDS Committee to be Resolved in accordance with the Stage 3 procedures in Rule 2105 in any of the following circumstances:

(i) the Dispute Resolver does not issue his or her decision with respect to the question within the time period described in Rule 2104-03(a);

(ii) ICE Clear Credit determines that the Dispute Resolver has deviated from the requirements set forth in Rule 2104-02(a); or

(iii) the Dispute Resolver informs the Regional CDS Committee and ICE Clear Credit that he or she is unable to reach a decision with respect to the question.

In the case of clause (iii), the Dispute Resolver shall not explain his or her reasoning for being unable to reach a decision.

(e) ICE Clear Credit may make publicly available any final decision made by the Dispute Resolver.

2104-03. Dispute Resolution Schedule.

(a) The following schedule will apply to the dispute resolution procedures unless modified as described below:

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(i) Within one CDS Regional Business Day of an Issue being referred to Stage 2, the Dispute Resolver shall, if required by Rule 2103-03(c), select the phrasing of any question necessary to Resolve one or more elements of an Issue and communicate the selected phrasing to the Advocates and ICE Clear Credit.

(ii) Within two CDS Regional Business Days of an Issue being referred to Stage 2, the Dispute Resolver and the Advocates shall hold an administrative meeting (an "**Administrative Meeting**").

(iii) Written Materials shall be submitted to the Dispute Resolver no more than five CDS Regional Business Days after the Issue is referred to Stage 2 (the "**Submission Deadline**").

(iv) Initial Oral Argument shall be heard at a time and on a CDS Regional Business Day specified by the Dispute Resolver, but in no event before the CDS Regional Business Day following the Submission Deadline.

(v) After the initial Oral Argument and at the option of the Dispute Resolver, additional Oral Argument may be heard at a time and on a CDS Regional Business Day specified by the Dispute Resolver.

(vi) The Dispute Resolver shall render his or her decision no later than four CDS Regional Business Days after the Submission Deadline.

The schedule for dispute resolution may be modified either (A) by a Quorum Stage 2 Supermajority vote of the Regional CDS Committee in favor of a modification or (B) by ICE Clear Credit as it determines appropriate in light of extenuating circumstances. The Regional CDS Committee or ICE Clear Credit, as applicable, shall as soon as reasonably practicable notify the other and the Dispute Resolver of any schedule modification.

2104-04 Dispute Resolution Procedures.

(a) The Regional CDS Participants who support a particular Presented Position shall identify one or more persons to coordinate their activities, present their arguments to the Dispute Resolver, and participate in Oral Arguments (the "**Advocates**") and shall notify ICE Clear Credit and the Dispute Resolver of the identity and contact details of their Advocates. Advocates may, but need not, be outside counsel selected by the relevant Regional CDS Participants.

(b) Any expenses incurred in connection with the support of a Presented Position during the Stage 2 dispute resolution process, up to a maximum of $50,000 per Presented Position (or such other amount specified by ICE Clear Credit) (the "**Reimbursement Amount**"), will be borne on a pro rata basis by the Regional CDS Participants for the relevant CDS Region. Any expenses in excess of the Reimbursement Amount shall be borne by the Regional CDS Participant

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incurring such expense unless the Regional CDS Participants supporting the relevant Presented Position agree otherwise.

(c) In addition to the Administrative Meeting scheduled under Rule 2104-03(a)(ii), the Dispute Resolver may call other Administrative Meetings, in each case on no less than three hours' notice. Administrative Meetings may be commenced at any time between 10:00 a.m. and 6:00 p.m. local time on a CDS Regional Business Day, or at any other time agreed to by the Dispute Resolver and all Advocates. All Advocates must be given the opportunity to be present at each Administrative Meeting. Administrative Meetings may be held in person or by telephone or videoconference.

(d) At an Administrative Meeting or an Oral Argument, the Dispute Resolver may, subject to the schedule for dispute resolution provided in Rule 2104-03(a), do any of the following:

(i) schedule the time and CDS Regional Business Day of an Oral Argument;

(ii) establish or alter the place, duration, format or means of an Oral Argument;

(iii) alter the page limit of the Brief;

(iv) request additional Written Materials or Oral Argument on a particular subject or in response to argument previously made in Written Materials or at Oral Argument; or

(v) request or allow witness affidavits as Exhibits or witness testimony at Oral Argument.

(e) The materials that may be submitted to the Dispute Resolver by the Regional CDS Participants in support of a Presented Position include the following (collectively, the "**Written Materials**"):

(i) a brief addressing the question before the Dispute Resolver consisting of no more than twenty single-sided, double-spaced pages in Times New Roman twelve-point font, with one inch margins (the "**Brief**"); and

(ii) any exhibits in support of the Brief (the "**Exhibits**"). Unless requested or allowed by the Dispute Resolver, the Exhibits shall not contain any witness affidavits or additional argument.

(f) While an Issue is before the Dispute Resolver, no director, officer, employee or agent of a Regional CDS Participant, or others acting on behalf of any such director, officer, employee or agent, may communicate with the Dispute Resolver except for the Advocates. There shall be no communications between the Dispute Resolver and an Advocate unless all other Advocates are given the opportunity to be present during such communication. For the avoidance of

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doubt, written communication (whether transmitted by email, facsimile, or post) between the Dispute Resolver and an Advocate must also be transmitted contemporaneously to all other Advocates.

(g) The Dispute Resolver shall hold one or more proceedings where the Advocates may orally present argument in favor of their Presented Position (each such proceeding an "**Oral Argument**"). Unless the Dispute Resolver has altered the duration of Oral Argument under Rule 2104-04(d)(ii), the Advocates for each Presented Position shall be allocated an aggregate of one hour in which to present argument. All Advocates must be given the opportunity to be present for the duration of an Oral Argument. Oral Argument may be held in person or by videoconference, or by other means established by the Dispute Resolver under Rule 2104-04(d)(ii). If requested or allowed by the Dispute Resolver, an Oral Argument may include testimony by witnesses.

(h) The place of dispute resolution shall be New York, New York. Notwithstanding the foregoing, the Dispute Resolver may, after consultation with the Advocates, conduct an in-person Administrative Meeting or Oral Argument at any location he or she considers appropriate.

2105. Stage 3 – The Regional CDS Committee with Quorum Majority Vote.

2105-01. General.

(a) Promptly but in any event within one CDS Regional Business Day after a question has been referred back to the Regional CDS Committee for resolution, as provided in Rule 2102-02(a)(iii) or Rule 2104-02(d), ICE Clear Credit will call a meeting of the Regional CDS Committee for purposes of holding a binding vote from among the Presented Positions to Resolve the question. If a Quorum Majority vote for a particular Presented Position, the question is considered Resolved according to that Presented Position.

(b) If, at the initial Stage 3 vote on a question, a Quorum Majority is not achieved for any Presented Position, ICE Clear Credit will call a meeting of the Regional CDS Committee on each subsequent CDS Regional Business Day for the purpose of holding a binding vote from among the Presented Positions to Resolve the question until such time as a Quorum Majority vote for a particular Presented Position. If a Quorum Majority vote for a particular Presented Position, the question is considered Resolved according to that Presented Position.

(c) In the case of votes subsequent to the initial vote, all Regional CDS Participants shall be required to participate in the votes absent a written certification to ICE Clear Credit by the relevant Regional CDS Participant that, in its judgment, neither its Committee Member nor anyone else within the Regional CDS Participant's organization is appropriate to serve is such capacity. A Regional CDS Participant may not provide such a written certification solely on the basis that it does not trade the particular CDS Contract at issue.

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2106. Additional Provisions.

2106-01. Effect of Resolution of Issues by a Regional CDS Committee or Dispute Resolver.

(a) Under these CDS Committee Rules, the term "**Resolved**" means, with respect to an Issue or an element thereof, that the answer to the Issue or such element is binding on all members of ICE Clear Credit in respect of the CDS Contracts to which such Issue relates. "**Resolve**" and "**Resolves**" will be construed accordingly.

(b) Any decision made by a Dispute Resolver in accordance with Rule 2104-02(c) shall be enforceable under the Federal Dispute Resolution Act, Title 9 United States Code.

2106-02. CDS Committee Rule Amendments.

(a) In addition to any otherwise applicable process to amend rules of ICE Clear Credit, an Eligible Officer may amend these CDS Committee Rules to effect an administrative change or to correct an error by notifying the Board and each Regional CDS Committee of the proposed change. If there are no objections to the amendment within 10 days of such notice that are CDS Regional Business Days for all Regions, the amendment shall become effective. Promptly after an amendment becomes effective, ICE Clear Credit shall distribute to the Board and the Regional CDS Committees an updated copy of the CDS Committee Rules showing the amendment.

(b) Any Regional CDS Committee may recommend an amendment to these CDS Committee Rules by providing to the Board or its designee the text of the amendment along with detail regarding the vote in favor of the recommendation.

2106-03. Confidentiality.

(a) Except as (i) expressly contemplated by these CDS Committee Rules or (ii) as may be required by applicable law or court order or by a regulatory, self-regulatory or supervising authority having appropriate jurisdiction, each of the Regional CDS Participants, Committee Members, Advocates, Panel Members and Dispute Resolver (each a "**Covered Party**") agrees (i) to maintain confidentiality as to all aspects of these procedures, including, without limitation, the presentation of any Issue to a Regional CDS Committee, any discussions, deliberations, proceedings or results of any binding or non-binding vote relating to an Issue, any Written Materials or Oral Arguments, or any determinations produced by these proceedings (the "**Confidential Material**") and (ii) not to use any Confidential Material for its own benefit or the benefit of any of its Affiliates.

(b) In the event that a Covered Party is served with or otherwise subject to legal process (including subpoena or discovery notice) requiring it to testify about, to

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produce, or otherwise to divulge Confidential Material, to the extent permitted by law the Covered Party subject to such process will as soon as practicable inform the provider(s) of such Confidential Material or the Regional CDS Participants to which such Confidential Information relates (each a "**Provider**") (or, if the Covered Party is unsure of the Provider, will inform all Regional CDS Participants for the relevant CDS Region) so that any Provider may seek a protective order or other remedy. In the event that such protective order or other remedy has not been obtained and the Covered Party is advised, in the opinion of counsel, that it is legally compelled to disclose any of the Confidential Material, the Covered Party may disclose only such Confidential Material so advised to be disclosed.

2106-04. Waivers.

(a) The provisions of Sections 9.1(c)(i), (c)(ii), (c)(iv) and (c)(v) of the 2003 Definitions (in the case of a 2003-Type CDS Contract) and Sections 11.1(c)(i), (c)(ii), (c)(iii) or (c)(iv) of the 2014 Definitions (in the case of a 2014-Type CDS Contract), as applicable, shall be incorporated by reference herein, with (i) references therein to a DC Party deemed to refer to ICE Clear Credit (and its directors, officers, employees and other representatives) and each Committee Member, Regional CDS Participant, Panel Member, or Dispute Resolver and (ii) references therein to the Rules, the Credit Derivatives Determinations Committee, and DC Resolutions deemed to refer to these CDS Committee Rules, the Regional CDS Committee or the Dispute Resolver, and Resolutions by the Regional CDS Committee or the Dispute Resolver, respectively.

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22. CDS PHYSICAL SETTLEMENT

The rules in this Chapter 22 apply to each CDS Contract for which the method of settlement is Physical Settlement for a particular Credit Event in accordance with the terms of such CDS Contract. Capitalized terms used but not otherwise defined in this Chapter 22 shall have the meanings assigned to such terms in the relevant CDS Contract.

2200. Definitions

Asset Package Delivery Notice

The notification required to be given by a protection buyer or to a protection seller pursuant to Section 8.2 of the 2014 Definitions of the detailed description of the Asset Package, if any, that it intends to Deliver to the protection seller in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable.

CADP

The meaning specified in Rule 2208(a).

CADP Notice

A notice with respect to a CADP provided pursuant to Rule 2208(a).

Failed Amount

The meaning specified in Rule 2205(a).

Matched Delivery Buyer

The Participant that is the Buyer in a Matched Delivery Pair.

Matched Delivery Buyer Contract

A CDS Contract (or part thereof) between a Matched Delivery Buyer for a Matched Delivery Pair and ICE Clear Credit having a Floating Rate Payer Calculation Amount equal to the MP Delivery Amount relating to that Matched Delivery Pair.

Matched Delivery Contract

A Matched Delivery Seller Contract or a Matched Delivery Buyer Contract.

Matched Delivery Pair

The meaning specified in Rule 2201(a).

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Matched Delivery Pair Notice

The meaning specified in Rule 2201(a).

Matched Delivery Seller

The Participant that is the Seller in a Matched Delivery Pair.

Matched Delivery Seller Contract

A CDS Contract (or part thereof) between a Matched Delivery Seller for a Matched Delivery Pair and ICE Clear Credit having a Floating Rate Payer Calculation Amount equal to the MP Delivery Amount relating to that Matched Delivery Pair.

MP Delivery Amount

An amount equal to the portion of a Floating Rate Payer Calculation Amount in respect of which ICE Clear Credit matches a Matched Delivery Pair.

Non DVP MP Amount

The meaning specified in Rule 2204.

Non DVP Obligations

The meaning specified in Rule 2204.

Physical Settlement Amount Failure

The meaning specified in Rule 2205(a).

Physically Settled CDS Contract

The meaning specified in Rule 2201(a).

Quoting Dealer

The meaning specified in Rule 2207(b)(i)(A).

Relevant Buyer

The meaning specified in Rule 2207(b)(i)(A)

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2201. Notices of Physical Settlement.

(a) If the method of settlement (including as a result of a fallback settlement method) for a particular Credit Event under a CDS Contract is Physical Settlement (a "**Physically Settled CDS Contract**"), ICE Clear Credit will match Buyers and Sellers under a particular Physically Settled CDS Contract, as provided in the ICE Clear Credit Procedures on the ICE Business Day following the date ICE Clear Credit concludes or otherwise becomes aware that Physical Settlement applies, in a manner that ICE Clear Credit determines is fair and equitable, which may include allocating Floating Rate Payer Calculation Amounts to one or more CDS Participants on the other side of the Physically Settled CDS Contract and, if there is an imbalance between Buyers and Sellers due to a pending Closing-out Process or otherwise, matching with ICE Clear Credit (each particular matched Buyer and Seller, a "**Matched Delivery Pair**"); provided that, if the relevant Credit Event is a Relevant Restructuring Credit Event, the Matched Delivery Pair for a particular Triggered Restructuring CDS Contract that constitutes a Physically Settled CDS Contract shall be the Matched Restructuring Pair for that Triggered Restructuring CDS Contract. Except where the relevant Credit Event is a Relevant Restructuring Credit Event, ICE Clear Credit will notify the relevant Buyer and Seller of the identity of the other and provide details as to the matching and the CDS Contract relating to the Matched Delivery Pair (such notice, a "**Matched Delivery Pair Notice**") and the associated MP Delivery Amount.

If ICE Clear Credit has delivered a Matched Delivery Pair Notice that specified a MP Delivery Amount that is less than the outstanding Floating Rate Payer Calculation Amount applicable to the Matched Delivery Contract to which such Matched Delivery Pair Notice relates, the relevant rights and obligations of ICE Clear Credit and the relevant CDS Participant pursuant to the Matched Delivery Contract shall, with effect from the date such Matched Pair Delivery Notice is effective, be construed as if ICE Clear Credit and the relevant CDS Participant have entered into two Physically Settled CDS Contracts, one of which has a Floating Rate Payer Calculation Amount equal to the MP Delivery Amount and the other of which has a Floating Rate Payer Calculation Amount equal to the Floating Rate Payer Calculation Amount outstanding immediately prior to the delivery of such Matched Delivery Pair Notice minus the MP Delivery Amount.

(b) A Buyer may not deliver a Notice of Physical Settlement, NOPS Amendment Notice or Asset Package Delivery Notice under a Physically Settled CDS Contract except with respect to a Matched Delivery Pair, except as otherwise provided in the ICE Clear Credit Procedures. With respect to a Matched Delivery Pair, delivery of the Notice of Physical Settlement or Asset Package Delivery Notice and any changes (including pursuant to a NOPS Amendment Notice) or corrections to the Notice of Physical Settlement, NOPS Amendment Notice, Asset Package Delivery Notice or portion thereof shall be made directly between the Buyer and Seller of the Matched Delivery Pair in accordance with the terms of the Physically Settled CDS Contract and these Rules and the ICE Clear Credit

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Procedures with copies thereof delivered to ICE Clear Credit in accordance with the ICE Clear Credit Procedures in writing or in another manner permitted by ICE Clear Credit. ICE Clear Credit shall be entitled to rely on, and shall have no responsibility to any CDS Participant to verify in any manner the contents of any Notice of Physical Settlement, NOPS Amendment Notice or Asset Package Delivery Notice (or correction of any of the foregoing) delivered to it.

2202. Disputes Relating to Deliverable Obligations.

(a) Prior to accepting Delivery of a particular obligation specified in a Notice of Physical Settlement or NOPS Amendment Notice or, pursuant to an Asset Package Delivery Notice, of a particular Asset or Assets as an Asset Package in lieu of any Prior Deliverable Obligation or Package Observable Bond specified in the Notice of Physical Settlement or NOPS Amendment Notice, a Seller in a Matched Delivery Pair may present a dispute to the relevant Credit Derivatives Determinations Committee or, subject to Rule 2101-02(d) and unless the obligation, Prior Deliverable Obligation or Package Observable Bond, as the case may be, is then listed as a Deliverable Obligation or a Permissible Deliverable Obligation, as applicable, in the relevant Final List, the relevant Regional CDS Committee as to whether the obligation, Prior Deliverable Obligation or Package Observable Bond, as the case may be, is a Deliverable Obligation or a Permissible Deliverable Obligation, if applicable, or whether the relevant Asset(s) constitute or are part of an Asset Package, if applicable, under the terms of the Physically Settled CDS Contract.

(b) Any Seller in a Matched Delivery Pair may refuse to accept Delivery of a particular obligation or Asset specified in a Notice of Physical Settlement, NOPS Amendment Notice or Asset Package Delivery Notice, as the case may be, if any Committee Member has presented a dispute to the relevant Regional CDS Committee (that the Regional CDS Committee is entitled to consider pursuant to Rule 2101-02(d)) or a question is pending before the relevant Credit Derivatives Determinations Committee as to whether the obligation or Prior Deliverable Obligation or Package Observable Bond, as the case may be, is a Deliverable Obligation or a Permissible Deliverable Obligation, if applicable, or whether the relevant Asset(s) constitute or are part of an Asset Package, if applicable, under the terms of the Physically Settled CDS Contract, until such time as it is Resolved by the applicable Regional CDS Committee (or applicable Dispute Resolver) or the date the resolution by the relevant Credit Derivatives Determinations Committee is publicly announced, as applicable, that such obligation or Prior Deliverable Obligation or Package Observable Bond, as the case may be, is a Deliverable Obligation or a Permissible Deliverable Obligation, as applicable, under the terms of the Physically Settled CDS Contract or that such Asset(s) constitute or are part of an Asset Package; provided that if the obligation, Prior Deliverable Obligation or Package Observable Bond, as the case may be, is listed and remains listed as a Deliverable Obligation or, as applicable, a Permissible Deliverable Obligation in the Final List of Deliverable Obligations which is applicable to that Physically Settled CDS Contract as of the

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applicable Delivery Date for such Deliverable Obligation or Permissible Deliverable Obligation, no such challenge may delay the acceptance by such Seller of such obligation or Asset Package. Upon any such refusal by a Seller, ICE Clear Credit shall be entitled to similarly refuse to accept delivery of such obligation or Asset under the corresponding Matched Delivery Buyer Contract.

(c) ICE Clear Credit shall notify all CDS Participants of any dispute presented to the relevant Regional CDS Committee as to whether an obligation or Prior Deliverable Obligation or Package Observable Bond, as the case may be, is a Deliverable Obligation or a Permissible Deliverable Obligation, if applicable, or whether an Asset constitutes or is part of an Asset Package, if applicable, under the terms of a Physically Settled CDS Contract. Any Seller proposing to refuse to accept Delivery as referred to in paragraph (b) above must give notice forthwith to ICE Clear Credit and to the relevant Matched Delivery Buyer, specifying the Matched Delivery Contracts to which the refusal relates. Delivery of such notice by the Matched Delivery Seller to the Matched Delivery Buyer shall constitute notice from ICE Clear Credit to the Matched Delivery Buyer of ICE Clear Credit's refusal to accept Delivery of the relevant obligation under the Matched Delivery Buyer Contract.

(d) As they relate to an obligation for which a dispute has been presented to the relevant Regional CDS Committee or the relevant Credit Derivatives Determinations Committee as to whether the obligation (or, if applicable, Prior Deliverable Obligation or Package Observable Bond) is a Deliverable Obligation or a Permissible Deliverable Obligation, if applicable, or as to whether the relevant Asset(s) constitute or are part of an Asset Package, if applicable, under the terms of the Physically Settled CDS Contract, time periods and related rights and remedies relating to Physical Settlement, for example, under Sections 9.9 and 9.10 of the 2003 Definitions (in the case of a 2003-Type CDS Contract) or Sections 9.7, 9.8 and 9.9 of the 2014 Definitions (in the case of a 2014-Type CDS Contract) and any applicable cap on settlement, shall be tolled for the period commencing on the date the dispute is first presented until the date of the relevant actual decision to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) or the date the resolution by the relevant Credit Derivatives Determinations Committee is announced, as applicable, whether or not such obligation (or, if applicable, Prior Deliverable Obligation or Package Observable Bond) is a Deliverable Obligation or a Permissible Deliverable Obligation, as applicable, or whether or not such Asset(s) constitute or are part of an Asset Package, as applicable, under the terms of the Physically Settled CDS Contract. For the avoidance of doubt, such tolling shall apply to both the Matched Delivery Buyer Contract and Matched Delivery Seller Contract.

2203. Matched Delivery Pairs; Notice of Deliveries.

(a) In respect of each Matched Delivery Buyer Contract which is the subject of a Matched Delivery Pair, ICE Clear Credit, pursuant to Section 9.2(c)(iv) of the

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2003 Definitions or Section 11.2(c)(iv) of the 2014 Definitions, as applicable (each as may be modified in the ICE Clear Credit Procedures), as designator, shall be deemed to have designated the Matched Delivery Seller in such Matched Delivery Pair as its designee:

(i) to receive on its behalf from the Matched Delivery Buyer in the Matched Delivery Pair Notices of Physical Settlement (and any NOPS Amendment Notices or Asset Package Delivery Notices) and any changes or corrections thereto or other notices related to physical settlement (or any fallback with respect thereto) in relation to such Matched Delivery Buyer Contract;

(ii) to deliver on its behalf to the Matched Delivery Buyer in the Matched Delivery Pair any notices related to physical settlement (or any fallback with respect thereto) in relation to such Matched Delivery Seller Contract;

(iii) other than in respect of the Physical Settlement Amount relating to the settlement of Non DVP Obligations, as referred to in Rule 2204, to pay, on behalf of ICE Clear Credit, the applicable Physical Settlement Amount (or relevant portion thereof) in respect of the Matched Delivery Buyer Contract;

(iv) to pay to the Matched Delivery Buyer and receive from the Matched Delivery Buyer, in either case on behalf of ICE Clear Credit, any amounts in respect of the costs and expenses of settlement due under the Matched Delivery Buyer Contract; and

(v) to take Delivery, on behalf of ICE Clear Credit, of Deliverable Obligations (or, if applicable, Asset Packages) from the Matched Delivery Buyer in respect of the Matched Delivery Buyer Contract,

and the Matched Delivery Seller in each such Matched Delivery Pair is hereby notified of the same accordingly. The Matched Delivery Seller in the Matched Delivery Pair shall assume such obligations as designee upon delivery of a Matched Delivery Pair Notice.

(b) In respect of each Matched Delivery Seller Contract which is the subject of a Matched Delivery Pair, ICE Clear Credit, pursuant to Section 9.2(c)(iv) of the 2003 Definitions or Section 11.2(c)(iv) of the 2014 Definitions, as applicable (each as may be modified in the ICE Clear Credit Procedures), as designator, shall be deemed to have designated the Matched Delivery Buyer in such Matched Delivery Pair as its designee:

(i) to receive on its behalf from the Matched Delivery Seller in the Matched Delivery Pair any notices related to physical settlement (or any fallback with respect thereto) in relation to such Matched Delivery Seller Contract.

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(ii) to deliver on its behalf to the Matched Delivery Seller in the Matched Delivery Pair Notices of Physical Settlement (and any NOPS Amendment Notices or Asset Package Delivery Notices) and any changes or corrections thereto or other notices related to physical settlement (or any fallback with respect thereto) in relation to such Matched Delivery Seller Contract;

(iii) other than in respect of the Physical Settlement Amount relating to the settlement of Non DVP Obligations, as referred to in Rule 2204, to receive payment, on behalf of ICE Clear Credit, of the applicable Physical Settlement Amount (or relevant portion thereof) from the Matched Delivery Seller in respect of the Matched Delivery Seller Contract;

(iv) to pay to the Matched Delivery Seller and receive from the Matched Delivery Seller, in either case on behalf of ICE Clear Credit, any amounts in respect of the costs and expenses of settlement due under the Matched Delivery Seller Contract; and

(v) to Deliver, on behalf of ICE Clear Credit, the relevant Deliverable Obligations (or, if applicable Asset Packages) to the Seller in respect of the Matched Delivery Seller Contract,

and the Matched Delivery Buyer in each such Matched Delivery Pair is hereby notified of the same accordingly. The Matched Delivery Buyer in the Matched Delivery Pair shall assume such obligations as designee upon delivery of a Matched Delivery Pair Notice.

(c) With respect to any rights exercised in relation to any Matched Delivery Pair (except as otherwise expressly provided herein):

(i) the exercise of any rights by the Matched Delivery Buyer against ICE Clear Credit under a Matched Delivery Buyer Contract shall be deemed to constitute the exercise of equal and simultaneous rights by ICE Clear Credit against the Matched Delivery Seller under the Matched Delivery Seller Contract in the relevant Matched Delivery Pair;

(ii) the exercise of any rights by the Matched Delivery Seller against ICE Clear Credit under a Matched Delivery Seller Contract shall be deemed to constitute the exercise of equal and simultaneous rights by ICE Clear Credit against the Matched Delivery Buyer under the Matched Delivery Buyer Contract in the relevant Matched Delivery Pair;

(iii) where the Matched Delivery Buyer validly delivers or serves any notice to or on the Matched Delivery Seller in accordance with the terms of the relevant CDS Contract, such notice shall be effective with respect to both the Matched Delivery Buyer Contract and the Matched Delivery Seller Contract; and

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(iv) where the Matched Delivery Seller validly delivers or serves any notice to or on the Matched Delivery Buyer in accordance with the terms of the relevant CDS Contract, such notice shall be effective with respect to both the Matched Delivery Seller Contract and the Matched Delivery Buyer Contract.

(d) The parties to a Matched Delivery Pair shall notify ICE Clear Credit in accordance with the procedures it establishes for this purpose of the completion of any Delivery under a CDS Contract that is the subject of a Matched Delivery Pair or if they have otherwise settled all or part of such CDS Contract, identifying the relevant amount, Deliverable Obligation (or, if applicable, Asset Package) and Matched Delivery Pair. Any such notice shall constitute a representation by the Participant delivering the notice that, so far as it is aware, physical settlement has occurred successfully and that there are no outstanding claims known to it in respect of the Matched Delivery Contract (except as may be disclosed in such notice), but is otherwise without prejudice to the rights of any party to a Matched Delivery Contract in respect of settlement.

(e) Following delivery by a Matched Delivery Buyer or Matched Delivery Seller of any notice of a nature referred to in this Rule 2203(b), (c) or (d) (any such notice, an "**MP Delivery Notice**"), the CDS Participant that delivered such MP Delivery Notice shall, at the times and in the circumstances specified by ICE Clear Credit, deliver a written copy of such MP Delivery Notice to ICE Clear Credit. Any CDS Participant in a Matched Delivery Pair which disputes any MP Delivery Notice must inform ICE Clear Credit. Unless ICE Clear Credit receives a notice disputing an MP Delivery Notice, ICE Clear Credit will update its records and act in reliance on such MP Delivery Notice. ICE Clear Credit shall not be obliged to act upon any disputed MP Delivery Notice until the relevant dispute has been resolved.

(f) The Matched Delivery Buyer and Matched Delivery Seller in each Matched Delivery Pair shall each make such payments and deliveries and deliver such notices in relation to settlement to one another and to ICE Clear Credit as are required pursuant to a Matched Delivery Contract, these Rules, the ICE Clear Credit Procedures or applicable law; provided that if Asset Package Delivery is applicable in respect of a Prior Deliverable Obligation or Package Observable Bond specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice (as the case may be) and the Matched Deliver Buyer has complied with its obligations to give an Asset Package Delivery Notice, then in circumstances where the Asset Package is deemed to be zero, settlement shall be deemed to occur on a delivery-versus-payment basis in accordance with the timetable set out in Section 8.12(b)(iii) of the 2014 Definitions.

(g) If ICE Clear Credit incurs actual costs or expenses of settlement in respect of a Matched Delivery Contract, the Matched Delivery Seller or the Matched Delivery Buyer in the Matched Pair (as applicable, being in any case the person in the Matched Pair that would incur or be liable for such costs or expenses were the

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Matched Pair to have been a CDS transaction between the Matched Delivery Seller and the Matched Delivery Buyer) shall be liable to reimburse ICE Clear Credit in respect of such costs or expenses.

2204. Physical Settlement of Non DVP Obligations under CDS Contracts with respect to Matched Delivery Pairs.

In respect of any Matched Delivery Pair, if any Deliverable Obligations or Asset Packages to be Delivered by the Matched Delivery Buyer to the Matched Delivery Seller are reasonably believed by such Buyer not to settle in the ordinary course on a delivery-versus-payment basis (or are not deemed to settle on such basis pursuant to Rule 2203(f)) (such Deliverable Obligations or Asset Package, "**Non DVP Obligations**") (as notified by such Matched Delivery Buyer to both the Matched Delivery Seller and ICE Clear Credit upon delivering any Notice of Physical Settlement, NOPS Amendment Notice or Asset Package Delivery Notice), Delivery of such Non DVP Obligations and payment of the related Physical Settlement Amount or portion thereof (the "**Non DVP MP Amount**"), each relating to the relevant portion of the MP Delivery Amount thereunder shall take place as follows and in accordance with the procedures ICE Clear Credit establishes for this purpose:

(i) the Matched Delivery Buyer shall notify ICE Clear Credit that it is ready to Deliver to the Matched Delivery Seller the Non DVP Obligations and the outstanding principal balance (or, if applicable, Due and Payable Amount) thereof to be Delivered in respect of such Non DVP MP Amount;

(ii) following receipt of a valid notification pursuant to Rule 2204(i), ICE Clear Credit shall request that the Matched Delivery Seller pay the Non DVP MP Amount relating to such Non DVP Obligations to ICE Clear Credit;

(iii) following receipt of a request under Rule 2204(ii), the Matched Delivery Seller shall transfer the Non DVP MP Amount relating to such Non DVP Obligations to ICE Clear Credit;

(iv) following receipt of such Non DVP MP Amount in immediately available funds, ICE Clear Credit shall notify the Matched Delivery Buyer that it is holding the Non DVP MP Amount relating to such Non DVP Obligations from the Matched Delivery Seller in the Matched Delivery Pair;

(v) following receipt of the notice under Rule 2204(iv), Matched Delivery Buyer shall Deliver the relevant Non DVP Obligations to the Matched Delivery Seller;

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(vi) following its receipt of Delivery of the relevant Non DVP Obligations, the Matched Delivery Seller shall deliver a notice to ICE Clear Credit in the form required by ICE Clear Credit from time to time specifying that the Delivery has occurred, in full or, if in part, the percentage of the Non DVP MP Amount (the "**Delivered Percentage**") in respect of which Delivery has occurred;

(vii) following its receipt of a valid notice under Rule 2204 (vi), ICE Clear Credit shall pay an amount equal to the Non DVP MP amount (or, where the Matched Delivery Seller notified ICE Clear Credit of Delivery in part only, an amount equal to the Delivered Percentage of the Non DVP MP Amount) received from the Matched Delivery Seller to the Matched Delivery Buyer;

(viii) if the Matched Delivery Buyer does not Deliver the Non DVP Obligations in an amount at least equal to the relevant Non DVP MP Amount to the Matched Delivery Seller within the required period specified by ICE Clear Credit in its procedures for compliance with Rule 2204(v) ("**Delivery Period**"), the Matched Delivery Seller may request that ICE Clear Credit repay to the Matched Delivery Seller the Non DVP MP Amount, less the Delivered Percentage of the Non DVP MP Amount; and

(ix) ICE Clear Credit shall pay to the Matched Delivery Seller interest accrued on the Non DVP MP Amount related to the Non DVP Obligations for the period it has been held by ICE Clear Credit calculated by reference to ICE Clear Credit's rate for overnight deposits, if any, in the relevant currency.

The process set out in this Rule 2204 may, subject to the terms of the relevant CDS Contract, be repeated in relation to any Non DVP Obligations not in fact delivered during a relevant Delivery Period.

2205. Failure to Pay Physical Settlement Amount; Cash Settlement; Failure to Deliver.

(a) If, in relation to any Matched Delivery Pair, a Matched Delivery Seller fails to pay all or part of the Physical Settlement Amount either to the Buyer or (where Rule 2204 applies) to ICE Clear Credit when, in accordance with the terms of the relevant CDS Contract, it was obliged to pay such amount (a "**Physical Settlement Amount Failure**", and the amount not being paid being the "**Failed Amount**"):

(i) the Matched Delivery Buyer may and the Matched Delivery Seller shall, as soon as practicable, give notice in writing to ICE Clear Credit, giving all material details of the relevant CDS Contracts involved, of the failure to pay and the Failed Amount and any material details of the amount of a Physical Settlement Amount paid in part;

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(ii) such failure to pay shall not constitute or be deemed to constitute an ICE Clear Credit Default under these Rules or the applicable terms of any relevant CDS Contract;

(iii) the Matched Delivery Seller will be deemed to have failed to pay an amount equal to the Failed Amount to ICE Clear Credit under the terms of the relevant CDS Contract;

(iv) "Cash Settlement" between such Matched Delivery Buyer and ICE Clear Credit pursuant to the Partial Cash Settlement Terms (set out in Section 9.8 of the 2003 Definitions or Section 9.6 of the 2014 Definitions, as applicable, each as amended by these Rules) shall be deemed to apply to the Matched Delivery Buyer Contract with respect to the Deliverable Obligations corresponding to the Failed Amount as though:

(A) the Deliverable Obligations not Delivered were Undeliverable Obligations;

(B) the Latest Permissible Physical Settlement Date were the date on which the Matched Delivery Buyer gave notice to ICE Clear Credit of the failure to pay by the Matched Delivery Seller;

(C) Indicative Quotations were not applicable; and

(D) the Matched Delivery Buyer were the Calculation Agent,

and ICE Clear Credit and the Buyer in the Matched Delivery Pair will settle the relevant CDS Contract accordingly and Rule 2203 will not apply.

(b) Without limiting ICE Clear Credit's rights under Rule 20-605 or otherwise under these Rules, in the event of a Physical Settlement Amount Failure with respect to a Matched Delivery Seller Contract, ICE Clear Credit shall be entitled to terminate the Matched Delivery Seller Contract by notice to the Matched Delivery Seller, in which case (i) the Matched Delivery Seller shall be obligated to pay to ICE Clear Credit in respect of such termination an amount equal to any Cash Settlement Amount payable by ICE Clear Credit to the Matched Delivery Buyer pursuant to paragraph (a)(iv) above together with any other losses, costs and expenses incurred by ICE Clear Credit as a result of such Physical Settlement Amount Failure, (ii) ICE Clear Credit will be entitled to apply Physical Settlement Margin (together with other available Margin) provided by such Matched Delivery Seller to the payment of such amounts and (iii) ICE Clear Credit shall have no further obligations in respect of such Matched Delivery Seller Contract, including any obligation to deliver any Deliverable Obligations.

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(c) For the avoidance of doubt, and in furtherance of Section 9.2(c)(ii) of the 2003 Definitions or Section 11.2(c)(ii) of the 2014 Definitions, as applicable, the failure of ICE Clear Credit to deliver any Deliverable Obligations under a Matched Delivery Seller Contract (including without limitation as a result of a failure by the Matched Delivery Buyer to Deliver Deliverable Obligations to the Matched Delivery Seller as set forth in Rule 2203) shall not constitute an ICE Clear Credit Default, and the Matched Delivery Seller's sole remedy as against ICE Clear Credit in respect of such failure shall be as provided under the Matched Delivery Seller Contract and these Rules. ICE Clear Credit shall have no obligation to purchase or acquire any Deliverable Obligation (other than in settlement of the Matched Delivery Buyer Contract) in order to settle the Matched Delivery Seller Contract. If any such failure by ICE Clear Credit results from a failure by the Matched Delivery Buyer to Deliver the relevant Deliverable Obligations under the Matched Delivery Buyer Contract, then without limiting ICE Clear Credit's other rights and remedies under the Rules, such Matched Delivery Buyer shall be obligated to pay to ICE Clear Credit (without duplication of other amounts owed) all losses, costs and expenses incurred by ICE Clear Credit in settling the Matched Delivery Seller Contract.

2206. Fallback in Respect of Non-Deliverable Obligations; Cash Settlement.

(a) If the Matched Delivery Buyer is not permitted to deliver a Deliverable Obligation or Asset Package (other than a Non-Transferable Instrument or Non-Financial Instrument) (such Deliverable Obligations or Asset Package, the "**Non-Deliverable Obligations**") specified in the relevant Notice of Physical Settlement, NOPS Amendment Notice or Asset Package Delivery Notice, as applicable, to the related Matched Delivery Seller because (i) the amount of such Deliverable Obligation is less than the relevant minimum denomination of such Deliverable Obligation or (ii) the Seller in the Matched Delivery Pair is not a permitted transferee under such Deliverable Obligation, in any case on the relevant Physical Settlement Date, it shall be treated as an illegality or impossibility outside the parties' control for the purpose of Section 9.3 of the 2003 Definitions or Section 9.1 of the 2014 Definitions, as applicable.

(b) Upon notice being given to ICE Clear Credit by the Buyer in the Matched Delivery Pair of the deemed illegality or impossibility with respect to the Seller in the Matched Delivery Pair pursuant to Rule 2206(a), "Cash Settlement" pursuant to the Partial Cash Settlement Terms (set out in Section 9.8 of the 2003 Definitions or Section 9.6 of the 2014 Definitions, as applicable, each as amended by these Rules) shall be deemed to apply to both Matched Delivery Contracts subject to the Matched Delivery Pair with respect to the Non-Deliverable Obligations as though:

(i) the Non-Deliverable Obligations were Undeliverable Obligations;

(ii) the Latest Permissible Physical Settlement Date were the date that is 30 calendar days after the Physical Settlement Date ;

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(iii) in the case of Rule 2206(a)(ii) above, Indicative Quotations were not applicable; and

(iv) the Buyer in the Matched Delivery Pair were the Calculation Agent.

(c) Except as otherwise provided herein, in circumstances where a Cash Settlement fallback applies to both Matched Delivery Contracts, (i) the same Cash Settlement Amount shall apply to both such Matched Delivery Contracts and (ii) ICE Clear Credit and the Matched Delivery Buyer will settle the relevant Matched Delivery Buyer Contract as between the two of them, and ICE Clear Credit and the Matched Delivery Seller will settle the relevant Matched Delivery Seller Contract as between the two of them, accordingly as though references to the Physical Settlement Amount in Rule 2203(a) and (b) were references to the Cash Settlement Amount. Where Section 9.9 of the 2003 Definitions or Section 9.7 of the 2014 Definitions, as applicable, applies to both Matched Delivery Contracts and a Buy-In Price is determined by the Matched Delivery Seller (or on its behalf) in accordance with the terms of the CDS Contract, the same Buy-In Price will apply to both Matched Delivery Contracts.

(d) With respect to a Matched Delivery Buyer Contract for which the Matched Delivery Buyer is acting for a Non-Participant Party, if (i) circumstances exist such that if there were a bilateral CDS Contract between such Non-Participant Party and Matched Delivery Buyer on terms equivalent to such Matched Delivery Buyer Contract, a fallback to Cash Settlement under such bilateral contract would apply pursuant to Article 9 of the Applicable Credit Derivatives Definitions or subparagraph (a) above, and (ii) Matched Delivery Buyer provides a certification to ICE Clear Credit and the Matched Delivery Seller to that effect with reasonable detail as to the circumstances thereof, then Matched Delivery Buyer may elect that such Cash Settlement fallback will apply to both the Matched Delivery Buyer Contract and Matched Delivery Seller Contract as otherwise set forth in these Rules and the terms of the CDS Contract.

(e) If Cash Settlement applies to a Matched Delivery Contract, the party entitled to determine the Cash Settlement Amount under the terms thereof shall notify the other party or parties in the Matched Delivery Pair and ICE Clear Credit promptly following its determination of such amount. The Cash Settlement Date shall be the third ICE Business Day after the date such notice is delivered (or if such third ICE Business Day is not a banking day for the relevant currency, the first succeeding ICE Business Day that is a banking day for such currency).

2207. Amendment of the Applicable Credit Derivatives Definitions.

(a) For the purposes of Rule 2203 and 2204 and without prejudice to the representations given by ICE Clear Credit and Participants to one another pursuant to the terms of the CDS Contract and the Rules, Section 9.2(a), 9.2(b), 9.2(c)(i) and 9.2(c)(iv) of the 2003 Definitions, or Section 11.2(a), 11.2(b), 11.2(c)(i) and 11.2(c)(iv), as applicable, shall apply as between the Matched

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Delivery Buyer and Matched Delivery Seller in respect of a Matched Delivery Pair as though they were the Buyer and Seller under a CDS Contract respectively, and Section 9.2(c)(iv) of the 2003 Definitions or Section 11.2(c)(iv) of the 2014 Definitions, as applicable, as incorporated in any CDS Contract shall be amended such that:

(i) where ICE Clear Credit is the designator, it is permitted to designate any Participant specified in Rule 2203 and 2204 as its designee, notwithstanding that it is not an Affiliate;

(ii) the phrase "deliver or receive any Notice of Physical Settlement (or NOPS Amendment Notice or Asset Package Delivery Notice) or Deliver or take Delivery or pay or receive payment of the Physical Settlement Amount" were written in place of the phrase "Deliver or take Delivery"; and

(iii) the phrase "such delivery, receipt, Delivery or payment" were written in place of the phrase "such Delivery".

(b) Solely for purposes of Rules 2205 and 2206(b), Section 9.8(k) of the 2003 Definitions or Section 9.6(k) of the 2014 Definitions, as applicable, is amended by inserting the following new clause (i) at the beginning thereof and renumbering the following clauses:

"(i) For the purposes hereof, in addition to the requirements of Section 7.10, each firm Quotation shall:

(A) be for a transaction with the Matched Delivery Buyer (or its designee) (the "**Relevant Buyer**") in which, the Relevant Buyer agrees to Deliver the Deliverable Obligations to the Dealer submitting the firm quotation (the "**Quoting Dealer**"), which transaction shall be governed by documentation that is consistent with market practice applicable to the sale and purchase of Deliverable Obligations (or, if applicable, Asset Package) on the Valuation Date (which may be determined by the Determining Body), including without limitation a representation that the Quoting Dealer has completed all "know your customer" or similar requirements under all applicable laws, regulations and internal compliance procedures relating to a transaction with the Relevant Buyer and on the Reference Entity;

(B) be capable of acceptance by the Relevant Buyer (for such purposes, each firm Quotation must, inter alia, be obtained from a Dealer with whom the Relevant Buyer in its sole and absolute discretion determines that it is able in accordance with all its internal compliance and policy requirements to transact and to Deliver the Deliverable Obligations (or, if applicable, Asset

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Package)) and be open for acceptance to the relevant party for at least 30 minutes; and

(C) be obtained on the basis that if the Relevant Buyer agrees to Deliver the Deliverable Obligations (or, if applicable, Asset Package) to such Quoting Dealer on the terms set forth herein, such Quoting Dealer agrees to pay the settlement amount (calculated and payable for this purpose in accordance with the relevant market standard documentation and based on the price so quoted) that would be payable for such Deliverable Obligations (or, if applicable, Asset Package) to the Relevant Buyer,

provided that:-

(D) if Rule 2205 applies: (I) on the same Business Day that the Matched Delivery Buyer (as if it were Calculation Agent) has attempted to obtain all Quotations that the Calculation Agent is required to attempt to obtain in accordance with this subsection (k), the Matched Delivery Buyer shall offer ICE Clear Credit the opportunity to provide a Quotation as if ICE Clear Credit were a Dealer in accordance with this subsection (k); and (II) if the Quotation provided by ICE Clear Credit is higher than any Quotation obtained by the Matched Delivery Buyer (as if it were Calculation Agent) from the Dealers in accordance with this subsection (k) (including, for the avoidance of doubt any Weighted Average Quotation) such Quotation shall be deemed be the Highest Quotation and the Matched Delivery Buyer (as if it were Calculation Agent) shall use such Quotation to determine the Final Price; and

(E) if Rule 2206(a)(ii) applies: (I) on the same Business Day that the Matched Delivery Buyer (as if it were Calculation Agent) has attempted to obtain all Quotations that the Calculation Agent is required to attempt to obtain in accordance with this subsection (k), the Matched Delivery Buyer shall offer ICE Clear Credit the opportunity to provide a Quotation as if ICE Clear Credit were a Dealer in accordance with this subsection (k); and (II) if the Quotation provided by ICE Clear Credit is higher than any Quotation obtained by the Matched Delivery Buyer (as if it were Calculation Agent) from the Dealers in accordance with this subsection (k) (including, for the avoidance of doubt any Weighted Average Quotation) such Quotation shall be deemed be the Highest Quotation and the Matched Delivery Buyer (as if it were Calculation Agent) shall use such Quotation to determine the Final Price.

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In the case of (D) or (E), subsection (k)(iii) will not apply. If the Matched Delivery Buyer (as if it were Calculation Agent) is unable to obtain two or more Full Quotations (or a Quotation from ICE Clear Credit as provided above) or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations obtained from Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day."

2208. CDS Alternative Delivery or Settlement Procedure.

(a) The Matched Delivery Buyer and Matched Delivery Seller in any Matched Delivery Pair may, in accordance with the ICE Clear Credit Procedures, elect to settle their rights and obligations in relation to such Matched Delivery Pair, in whole but not in part, as between each other (or any Non-Participant Parties for which they act) outside of ICE Clear Credit and other than pursuant to this Chapter 22 (a "**CADP**"). For a CADP to be effective, the Matched Delivery Buyer and Matched Delivery Seller must jointly provide ICE Clear Credit with a CADP Notice specifying the Matched Delivery Contracts subject to the CADP, and obtain the consent of ICE Clear Credit to such CADP, which consent shall not be unreasonably withheld or delayed. ICE Clear Credit shall respond to any CADP Notice (including its consent to CADP or otherwise) within one ICE Clear Credit Business Day of receipt thereof.

(b) With effect from the time that ICE Clear Credit grants its consent to a CADP, the relevant Matched Delivery Contracts will be deemed terminated. In such circumstances, Rules 2203-2207 shall not apply to such Matched Delivery Contracts, and the Matched Delivery Buyer and Matched Delivery Seller shall be liable to satisfy their obligations to each other in respect of such CADP bilaterally pursuant to such arrangements or agreements as they may establish or agree between them. For the avoidance of doubt, ICE Clear Credit shall have no liability or responsibility for performance of such obligations in respect of a CADP or the Matched Delivery Contracts terminated in connection with a CADP.

2209. Margin For Physically Settled CDS Contracts.

(a) Initial Margin, Mark-to-Market Margin and Physical Settlement Margin, as determined by ICE Clear Credit in accordance with these Rules, shall continue to be called and payable in relation to any Physically Settled CDS Contract except to the extent that: (i) the Physical Settlement Amount has been paid to ICE Clear Credit in immediately available funds and not returned to the Matched Delivery Seller as referred to in Rule 2204; or (ii) the Physical Settlement Amount has

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been paid to the relevant Matched Delivery Buyer as designee of ICE Clear Credit pursuant to Rule 2203 and such designee has notified ICE Clear Credit that physical settlement is complete in accordance with Rule 2203(e).

(b) Where any Physical Settlement Amount is payable to ICE Clear Credit under Rule 2204 by a Matched Delivery Seller, ICE Clear Credit acknowledges and agrees that it will apply any Physical Settlement Margin or other available funds on account in order to satisfy the obligation to pay the Physical Settlement Amount and shall only call the Matched Delivery Seller for additional cash to the extent that relevant Physical Settlement Margin is less than the Physical Settlement Amount.

(c) Margin transferred to ICE Clear Credit by a Participant in respect of a Matched Delivery Contract shall be released by ICE Clear Credit after the time at which both the Matched Delivery Buyer and Matched Delivery Seller have notified ICE Clear Credit of the completion of settlement in accordance with Rule 2203(e).

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23-25. [RESERVED]

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26. CLEARED CDS PRODUCTS

The Subchapters of this Chapter 26 define the particular characteristics of and any additional Rules applicable to the various CDS Contracts cleared by ICE Clear Credit.

26A. CDX Untranched North American IG/HY/XO.

The rules in this Subchapter 26A apply to the clearance of CDX.NA Untranched Contracts.

26A-102. Definitions.

CDX.NA Untranched Contract

A credit default swap in respect of any Eligible CDX.NA Untranched Index and governed by any CDX.NA Untranched Terms Supplement. A CDX.NA Untranched Contract is a CDS Contract for purposes of Chapter 20.

CDX.NA Untranched Publisher

Markit North America, Inc., as successor to CDS IndexCo LLC, or any successor sponsor of the Eligible CDX.NA Untranched Indexes it publishes.

CDX.NA Untranched Rules

The rules set forth in Chapters 1 through 8 and 20 through 22, inclusive, as modified by the provisions of this Subchapter 26A.

CDX.NA Untranched Terms Supplement

Each of the following:

(a) The "CDX Untranched Transactions Standard Terms Supplement", as published by CDS IndexCo LLC on March 20, 2008 (the "**March 2008 Supplement**").

(b) The "CDX Untranched Transactions Standard Terms Supplement", as published by Markit North America, Inc. on January 31, 2011 (the "**January 2011 Supplement**").

(c) The "CDX Untranched Transactions Standard Terms Supplement", as published on or about September 20, 2014 (the "**New 2014 Supplement**").

(d) The "CDX Legacy Untranched Transactions Standard Terms Supplement, as published on or about September 20, 2014 (the "**Legacy 2014 Supplement**", and together with the New 2014 Supplement, the "2014 Supplements").

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(e) The “CDX Untranched Transactions Standard Terms Supplement”, as published in January 2020 (the “**2020 Supplement**”).

(f) The “CDX Legacy Untranched Transactions Standard Terms Supplement”, as published in January 2020 (the “**Legacy 2020 Supplement**”).

(g) Such other supplement as may be specified in relation to any Eligible CDX.NA Untranched Index by ICE Clear Credit, including any successor to any of the documents listed in subparagraphs (a)-(f) of this definition.

Eligible CDX.NA Untranched Index

Each particular series and version of a CDX.NA index or sub-index, as published by the CDX.NA Untranched Publisher, determined by ICE Clear Credit to be eligible and included in the List of Eligible CDX.NA Untranched Indexes.

List of Eligible CDX.NA Untranched Indexes

The list of Eligible CDX.NA Untranched Indexes, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information with respect to each index:

(a) the name and series, including any applicable sub-index designation;

(b) the “Effective Date”;

(c) one or more eligible “Scheduled Termination Dates” and the applicable “Fixed Rate” for each such date;

(d) the Relevant CDX.NA Untranched Terms Supplement;

(e) the versions (and related annex dates) eligible for clearing (and, if applicable for the relevant index, the Applicable Credit Derivatives Definitions for each component); and

(f) any inactive versions (and related annex dates), i.e., those that have been determined to be fungible with later versions.

Relevant CDX.NA Untranched Terms Supplement

With respect to an Eligible CDX.NA Untranched Index, the CDX.NA Untranched Terms Supplement specified for such Eligible CDX.NA Untranched Index in the List of Eligible CDX.NA Untranched Indexes.

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26A-309. Acceptance of CDX.NA Untranched Contracts by ICE Clear Credit.

(a) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a CDX.NA Untranched Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to a Credit Event with respect to such CDX.NA Untranched Contract; or

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for a Credit Event with respect to such CDX.NA Untranched Contract;

(such time with respect to any CDX.NA Untranched Contract, the "Clearance Cut-off Time"); provided that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) or (ii) above as the Clearance Cut-off Time with respect to any CDX.NA Untranched Contract. CDS Participants may again submit Trades for clearance as such CDX.NA Untranched Contract, and such Trades shall again be Conforming Trades, following receipt of notice from ICE Clear Credit that a Fungibility Date (as defined in Rule 26A-316) has occurred with respect to such CDX.NA Untranched Contract.

(b) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

26A-315. Terms of the Cleared CDX.NA Untranched Contract.

(a) Any capitalized term used in this Subchapter 26A but not defined in these CDX.NA Untranched Rules shall have the meaning provided in the Relevant CDX.NA Untranched Terms Supplement.

(b) For purposes of the CDS Committee Rules, the CDS Region for each CDX.NA Untranched Contract is the North American Region.

(c) Each CDX.NA Untranched Contract will be governed by the Relevant CDX.NA Untranched Terms Supplement, as modified by these CDX.NA Untranched Rules. In the event of any inconsistency between the Relevant CDX.NA Untranched Terms Supplement or the Confirmation (including in electronic form) for a CDX.NA Untranched Contract and these CDX.NA Untranched Rules, these CDX.NA Untranched Rules will govern.

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26A-316. Updating Index Version of Fungible Contracts After a Credit Event or a Succession Event; Updating Relevant Untranched Standard Terms Supplement.

(a) Where the CDX.NA Untranched Publisher of an Eligible CDX.NA Untranched Index publishes one or more subsequent versions or annexes of the relevant series following a Credit Event or a Succession Event or circumstances giving rise to a Successor and a Succession Date with respect to a Reference Entity included in such series, and the Board or its designee determines that CDX.NA Untranched Contracts referencing the earlier version or annex of such series are fungible with CDX.NA Untranched Contracts referencing a later version or annex of such series that is an Eligible CDX.NA Untranched Index and so notifies CDS Participants, CDX.NA Untranched Contracts referencing the earlier version or annex of such series shall become CDX.NA Untranched Contracts referencing such later version or annex of such series on the date determined by the Board or its designee (the "**Fungibility Date**"). Any CDX.NA Untranched Contracts referencing the earlier version or annex of such series submitted for clearing after the related Fungibility Date shall, upon acceptance for clearing, become a CDX.NA Untranched Contract referencing the latest version or annex of such series that the Board or its designee has determined is fungible with such earlier version or annex.

(b) Where a new version of the CDX.NA Untranched Terms Supplement (a "**New Standard Terms**") is published as of a date that is subsequent to the date of the version that is specified as the Relevant CDX.NA Untranched Terms Supplement for any CDX.NA Untranched Contract(s) (the "**Existing Standard Terms**"), and the Board or its designee determines that CDX.NA Untranched Contracts referencing the Existing Standard Terms are fungible with CDX.NA Untranched Contracts referencing the New Standard Terms, and so notifies CDS Participants, CDX.NA Untranched Contracts referencing the Existing Standard Terms shall become CDX.NA Untranched Contracts referencing the New Standard Terms on the date determined by the Board or its designee (the "**Standard Terms Update Date**" and each prior CDX.NA Untranched Terms Supplement subject to such determination, a "**Superseded Standard Terms**"). Any Trade referencing a Superseded Standard Terms submitted for clearing as a CDX.NA Untranched Contract shall, upon acceptance for clearing, become a CDX.NA Untranched Contract referencing the New Standard Terms.

(c) The Board or its designee may determine a different Fungibility Date or Standard Terms Update Date applicable to individual CDX.NA Untranched Contracts or groups of CDX.NA Untranched Contracts or may determine a Fungibility Date or Standard Terms Update Date applicable to all CDX.NA Untranched Contracts referencing the earlier version or annex of a series described in clauses (a) or (b) of this Rule, as it deems appropriate.

(d) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in CDX.NA Untranched Contracts that are Converting Contracts, effective as of the 2003/2014 Changeover Effective Date and without

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need for further action or determination by the Board, the terms of each such Contract shall be deemed amended such that it references the applicable 2014 Supplement as set forth in the List of Eligible CDX.NA Untranched Indexes in lieu of the Relevant CDX.NA Untranched Terms Supplement in effect prior to such date. The amendments made by this rule 26A-316(d) shall apply as of the 2003/2014 Changeover Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

(e) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in CDX.NA Untranched Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract shall be deemed amended such that it references the 2020 Supplement in lieu of the 2014 Supplement or the Legacy 2020 Supplement in lieu of the Legacy 2014 Supplement, as the case may be, in effect prior to such date. The amendments made by this rule 26A-316(e) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

26A-317. Terms of CDX.NA Untranched Contracts.

With respect to each CDX.NA Untranched Contract, the following terms will apply:

(a) The following provisions will apply to each CDX.NA Untranched Contract or component thereof to which the 2003 Definitions apply under the Relevant CDX.NA Untranched Standard Terms Supplement. For purposes of this Chapter 26A only, references to the 2003 Definitions shall not include the 2005 Matrix Supplement (except as otherwise specified in the Relevant CDX.NA Untranched Standard Terms Supplement).

(i) The terms of the CDX.NA Untranched Standard Terms Supplement are hereby amended as follows:

(A) in the case of the March 2008 Supplement, deleting the last sentence of the definition of “Reference Entity” beginning “For the avoidance of doubt”; and

(B) in the case of the March 2008 Supplement, in the definition of “Reference Obligation(s)”: deleting the “,” from the fourth line of the first paragraph thereof and replacing it with “and”; deleting the words “and the following paragraph:” from the end of the first paragraph thereof and replacing them with a period; and deleting the second paragraph thereof in its entirety.

(ii) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any

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amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a CDX.NA Untranched Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (a)(ii) shall not constitute a Contract Modification.

(iii) Section 3.2(c)(i) of the 2003 Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such CDX.NA Untranched Contracts; or".

(iv) If the March 2008 Supplement applies, any reference in a CDX.NA Untranched Contract to the 2003 ISDA Credit Derivatives Definitions (including any reference to the 2003 ISDA Credit Derivatives Definitions as supplemented or otherwise modified, including by incorporation of any additional provisions thereto (howsoever described) (the "**Existing Supplements**")) shall be deemed to be a reference to the 2003 ISDA Credit Derivatives Definitions as so supplemented and as further supplemented by the July 2009 Supplement. In the event of any inconsistency between the terms of the July 2009 Supplement and the terms of the 2003 ISDA Credit Derivatives Definitions (including any Existing Supplements), the terms of the July 2009 Supplement shall prevail for the purposes of such CDX.NA Untranched Contract.

(v) For the purposes of any determination as to whether a Credit Event has occurred in respect of a Reference Entity or an Obligation thereof:

(A) at any time up to but excluding June 20, 2009; or

(B) if (A) a Credit Event Resolution Request Date occurs or (B) a Credit Event Notice and a Notice of Publicly Available Information are deemed delivered pursuant to Rule 2101-02(f) by a Notifying Party, in either case before June 20, 2009,

the Credit Event Backstop Date with respect to such determination shall be deemed to be the Effective Date.

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(vi) If the March 2008 Supplement applies, for the purposes of any determination as to whether a Succession Event has occurred in respect of a Reference Entity:

(A) at any time up to but excluding June 20, 2009; or

(B) if (A) a Succession Event Resolution Request Date occurs or (B) a Succession Event Notice is deemed delivered pursuant to Rule 2101-02(f), in either case before June 20, 2009,

the Succession Event Backstop Date with respect to such Reference Entity shall be deemed to be the Effective Date.

If the January 2011 Supplement applies, Section 6.7 of the January 2011 Supplement is hereby modified by inserting "or a Succession Event Notice is deemed delivered pursuant to Rule 2101-02(f), in either case" before the words "before June 20, 2009".

(vii) Except for purposes of Rule 26A-317(a)(v) and Section 1.23 of the 2003 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a CDX.NA Untranched Contract will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such CDX.NA Untranched Contract. Notwithstanding anything to the contrary in the 2003 Definitions or the Relevant CDX.NA Untranched Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than the deemed delivery as provided in this Rule 26A-317(g)) shall not be valid. For the avoidance of doubt, Section 6.8 of the January 2011 Supplement and Section C.5 of the Legacy 2014 Supplement shall not apply.

(viii) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the 2003 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the 2003 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(ix) With respect to CDX.NA Untranched Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit

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Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the 2003 Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the 2003 Definitions.

(b) The following provisions will apply to each CDX.NA Untranched Contract or component thereof to which the 2014 Definitions apply under the Relevant CDX.NA Untranched Standard Terms Supplement.

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such CDX.NA Untranched Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a CDX.NA Untranched Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such CDX.NA Untranched Contract. Notwithstanding anything to the contrary in the 2014 Definitions or the Relevant CDX.NA Untranched Standard Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26A-317(b)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid. For the avoidance of doubt, Section C.5 of the Legacy 2014 Supplement and Section 5.8 of the New 2014 Supplement shall not apply.

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(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(iv) With respect to CDX.NA Untranched Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(c) The Settlement Method for particular CDX.NA Untranched Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(d) ICE Clear Credit is deemed an Index Party for purposes of the CDX.NA Untranched Standard Terms Supplement.

(e) The following terms will apply to each CDX.NA Untranched Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The “Source of Relevant Annex” is “Publisher” (if applicable under the Relevant CDX.NA Untranched Terms Supplement).

(iii) The “Effective Date” is the date specified in the List of Eligible CDX.NA Indexes for the relevant Index.

(iv) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(v) There are no “Excluded Reference Entities” (in the case of a Relevant CDX.NA Untranched Terms Supplement prior to the 2014 Supplements).

(vi) “De Minimis Cash Settlement” is not applicable.

(vii) The “Fixed Rate” is the rate specified in the List of Eligible CDX.NA Indexes for the relevant Index and Scheduled Termination Date.

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(viii) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a CDX.NA Untranched Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such CDX.NA Untranched Contract is accepted for clearing pursuant to Rule 309.

(f) For each CDX.NA Untranched Contract, the following terms will be determined according to the particular CDX.NA Untranched Contract submitted for clearing:

(i) Which of the Eligible CDX.NA Untranched Indexes is the “Index”.

(ii) The “Annex Date”.

(iii) The “Trade Date”.

(iv) Which of the eligible Scheduled Termination Dates specified for the Index in the List of Eligible CDX.NA Untranched Indexes is the “Scheduled Termination Date”.

(v) The “Original Notional Amount”.

(vi) The “Floating Rate Payer”.

(vii) The “Fixed Rate Payer”.

(viii) The “Initial Payment Payer”.

(ix) The “Initial Payment Amount”.

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26B. Standard North American Corporate ("SNAC") Single Name

The rules in this Subchapter 26B apply to the clearance of SNAC Contracts.

26B-102. Definitions.

Eligible SNAC Reference Entities

Each particular Reference Entity included in the List of Eligible SNAC Reference Entities as determined by ICE Clear Credit to be eligible. For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible SNAC Reference Entities, each such RED Code shall be treated as a separate Eligible SNAC Reference Entity.

Eligible SNAC Reference Obligations

With respect to any SNAC Contract Reference Obligation for any Eligible SNAC Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such SNAC Contract Reference Obligation and Eligible SNAC Reference Entity in the List of Eligible SNAC Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the SNAC Reference Entity and the Standard Reference Obligation has been implemented by ICE Clear Credit, the Standard Reference Obligation shall be an Eligible SNAC Reference Obligation.

Eligible SNAC Sector

With respect to any SNAC Sector (as published by Markit Group Limited or any successor thereto) for any Eligible SNAC Reference Entity, the Eligible SNAC Sectors listed under the heading "Sector as reported in Rollout Schedule" for such Eligible SNAC Reference Entities in the List of Eligible SNAC Reference Entities shall be any of the following:

(a) Basic Materials;

(b) Consumer Goods;

(c) Consumer Services;

(d) Energy;

(e) Financials;

(f) Healthcare;

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(g) Industrials;

(h) Technology;

(i) Telecommunications Services; and

(j) Utilities.

List of Eligible SNAC Reference Entities

The list of Eligible SNAC Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible SNAC Reference Entity:

(a) the name of such Eligible SNAC Reference Entity and the RED Code(s) for such Eligible SNAC Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible SNAC Reference Entity (which shall be Standard North American Corporate);

(c) each SNAC Contract Reference Obligation and each Eligible SNAC Reference Obligation for each such SNAC Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date";

(e) whether "Restructuring" is an eligible "Credit Event";

(f) the eligible Applicable Credit Derivatives Definitions for such Contract;

(g) in the case of a 2003-Type CDS Contract:

(i) whether the 2005 Monoline Supplement is applicable;

(ii) whether the Additional Provisions for a Secured Deliverable Obligation Characteristic, as published by ISDA on June 16, 2006 (the "**Secured Deliverable Obligation Characteristic Supplement**") is applicable;

(iii) whether the Additional Provisions for Reference Entities with Delivery Restrictions, as published by ISDA on February 1, 2007 (the "**Delivery Restrictions Supplement**") is applicable;

(h) in the case of a 2014-Type CDS Contract, whether any additional supplement or additional provisions under the 2014 Definitions are applicable;

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(i) the Eligible SNAC Sector;

(j) in the case of a 2014-Type CDS Contract, whether the Financial Reference Entity Terms are applicable;

(k) in the case of a 2014-Type CDS Contract, the eligible Seniority Levels; and

(l) in the case of a 2014-Type CDS Contract, whether "Standard Reference Obligation" is applicable.

Permitted SNAC Fixed Rates

The Fixed Rates permitted for a SNAC Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a SNAC Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such SNAC Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible SNAC Reference Entity in, and permitted by, the List of Eligible SNAC Reference Entities.

SNAC Contract

A credit default swap in respect of any Eligible SNAC Reference Entity having a combination of characteristics listed as eligible for such Eligible SNAC Reference Entity in, and permitted by, the List of Eligible SNAC Reference Entities. A SNAC Contract is a CDS Contract for purposes of Chapter 20.

SNAC Contract Reference Obligations

With respect to any Eligible SNAC Reference Entity, the Reference Obligation(s) listed under the heading "SNAC Contract Reference Obligations" for such Eligible SNAC Reference Entity in the List of Eligible SNAC Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the SNAC Reference Entity and the Standard Reference Obligation has been implemented by ICE Clear Credit, the SNAC Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

SNAC Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of this Subchapter 26B.

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26B-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26B-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26B-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26B-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26B-206. Notices Required of Participants with Respect to SNAC Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible SNAC Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible SNAC Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible SNAC Reference Entity are the same entity or are

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or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26B-303. SNAC Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a SNAC Contract but that:

(a) specifies an Eligible SNAC Reference Obligation as the "Reference Obligation", such Trade shall become an Open CDS Position in the SNAC Contract with the SNAC Contract Reference Obligation specified for such Eligible SNAC Reference Obligation in the List of Eligible SNAC Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the SNAC Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard North American Corporate, such Trade shall become an Open CDS Position in the SNAC Contract otherwise equivalent to such Trade but specifying Standard North American Corporate as the Transaction Type.

26B-309. Acceptance of SNAC Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26B-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a SNAC Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to such SNAC Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such SNAC Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off

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Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any SNAC Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any SNAC Contract.

(c) A CDS Participant may not submit a Trade for clearance as a SNAC Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such Participant is acting) is, or is an Affiliate of, the Eligible SNAC Reference Entity for such SNAC Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible SNAC Reference Entity for such SNAC Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) but will no longer be subject to such Succession Event or such circumstances, as the case may be, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such Succession Event is given effect or such circumstances are given effect, as the case may be, with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

26B-315. Terms of the Cleared SNAC Contract.

(a) Any capitalized term used in this Subchapter 26B but not defined in these SNAC Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each SNAC Contract is the North American Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the SNAC Rules only, the "**Credit Derivatives Definitions**") are incorporated into the SNAC Rules. In the event of any

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inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a SNAC Contract and these SNAC Rules, these SNAC Rules will govern.

(d) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2003 Definitions:

(i) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a SNAC Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (d) shall not constitute a Contract Modification.

(ii) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SNAC Contracts; or".

(iii) Except for purposes of Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SNAC Contract will be deemed to have been effectively delivered by the Notifying Party for a Credit Event other than Restructuring on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SNAC Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26B-315(f) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iv) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price

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Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(v) With respect to SNAC Contracts for which it is Resolved by the North American Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

(vi) Notwithstanding Section 2.9 of the Credit Derivatives Definitions, the initial Fixed Rate Payer Calculation Period shall commence on, and include, the Fixed Rate Payer Payment Date falling on or immediately prior to the calendar day immediately following the Trade Date.

For purposes of this provision, Section 2.10 of the Credit Derivatives Definitions shall be deemed amended by deleting the words "during the term of the transaction".

(e) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2014 Definitions:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SNAC Contracts.".

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(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SNAC Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SNAC Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26B-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(iv) With respect to SNAC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the Credit Derivatives Definitions shall not apply.

(f) The Settlement Method for particular SNAC Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(g) The following terms will apply to each SNAC Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

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(ii) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The “Transaction Type” is Standard North American Corporate.

(iv) The “Fixed Rate Payer Payment Dates” will be March 20, June 20, September 20 and December 20.

(v) In the case of a 2003-Type CDS Contract:

(A) The 2005 Monoline Supplement will apply if specified as applicable in the List of Eligible SNAC Reference Entities for the relevant SNAC Contract.

(B) The Secured Deliverable Obligation Characteristic Supplement will apply if specified as applicable in the List of Eligible SNAC Reference Entities for the relevant SNAC Contract.

(C) The Delivery Restrictions Supplement will apply if specified as applicable in the List of Eligible SNAC Reference Entities for the relevant SNAC Contract.

(vi) In the case of a 2014-Type CDS Contract, any supplement or additional provisions specified as applicable in the List of Eligible SNAC Reference Entities for the relevant SNAC Contract will apply.

(vii) In the case of a 2014-Type CDS Contract, the Financial Reference Entity Terms will apply if specified as applicable in the List of Eligible SNAC Reference Entities.

(viii) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a SNAC Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such SNAC Contract is accepted for clearing pursuant to Rule 309.

(h) For each SNAC Contract, the following terms will be determined according to the particular SNAC Contract submitted for clearing, subject to Rule 26B-303:

(i) Which of the Eligible SNAC Reference Entities is the “Reference Entity”.

(ii) Which of the SNAC Contract Reference Obligations specified for the Reference Entity in the List of Eligible SNAC Reference Entities is the “Reference Obligation”.

(iii) The “Trade Date”.

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(iv) The “Effective Date”.

(v) Which of the eligible Scheduled Termination Dates specified for the “Reference Entity” in the List of Eligible SNAC Reference Entities is the “Scheduled Termination Date”.

(vi) The “Floating Rate Payer Calculation Amount”.

(vii) The “Floating Rate Payer”.

(viii) The “Fixed Rate Payer”.

(ix) The “Fixed Rate”.

(x) Whether “Restructuring” is an applicable “Credit Event”.

(xi) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xii) The “Initial Payment Payer”.

(xiii) The “Initial Payment Amount”.

(xiv) Which of the eligible Applicable Credit Derivatives Definitions applies.

(xv) In the case of a 2014-Type CDS Contract, which of the eligible Seniority Levels applies.

26B-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New Matrix**”) that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any SNAC Contract(s) (the “**Existing Matrix**”), and the Board or its designee determines that updating such SNAC Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the “**Matrix Update Date**” and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a “**Superseded Matrix**”) and so notifies CDS Participants, such SNAC Contracts shall, as of the close of business on the Matrix Update Date, become SNAC Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible SNAC Reference Entities shall be updated accordingly. Any Trade referencing a Superseded Matrix submitted for clearing as a SNAC Contract shall, upon acceptance for clearing, become a SNAC Contract referencing the New Matrix.

(b) The Board or its designee may determine a different Matrix Update Date applicable to individual SNAC Contracts or groups of SNAC Contracts or may

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determine a Matrix Update Date applicable to all SNAC Contracts referencing a Superseded Matrix, as it deems appropriate.

26B-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted SNAC Fixed Rates, (b) adding new Eligible SNAC Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible SNAC Reference Entities or (c) an update to the List of Eligible SNAC Reference Entities, as described in Rules 26B-316 and 26B-616.

26B-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible SNAC Reference Entities (and modifies the terms and conditions of related SNAC Contracts) to give effect to determinations by the North American Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances that result in Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that "Standard Reference Obligation" will be applicable to an Eligible SNAC Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in SNAC Contracts that are Converting Contracts, effective as of the 2003/2014 Changeover Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that it is a 2014-Type CDS Contract under these Rules, the Applicable Credit Derivatives Definitions are the 2014 Definitions and it references the New Matrix with a Matrix Update Date of the 2003/2014 Changeover Effective Date. The amendments made by this rule 26B-616 shall apply as of the 2003/2014 Changeover Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

(c) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in SNAC Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (1) references to the 2014 Definitions shall be deemed to refer to such definitions as supplemented by the NTCE Supplement, (2) the NTCE Supplement shall be applicable to such Contract, (3) "Fallback Discounting" and "Credit Deterioration Requirement" shall be applicable to such

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Contract, and (4) it references the New Matrix with a Matrix Update Date of the NTCE Effective Date (or such other relevant implementation date for the New Matrix as ICE Clear Credit shall specify for this purpose). The amendments made by this rule 26B-616(c) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26C. CDX Untranched Emerging Markets.

The rules in this Subchapter 26C apply to the clearance of CDX.EM Untranched Contracts.

26C-102. Definitions.

CDX.EM Untranched Contract

A credit default swap in respect of any Eligible CDX.EM Untranched Index and governed by any CDX.EM Untranched Terms Supplement. A CDX.EM Untranched Contract is a CDS Contract for purposes of Chapter 20.

CDX.EM Untranched Publisher

Markit North America, Inc., or any successor sponsor of the Eligible CDX.EM Untranched Indexes it publishes.

CDX.EM Untranched Rules

The rules set forth in Chapters 1 through 8 and 20 through 22, inclusive, as modified by the provisions of this Subchapter 26C.

CDX.EM Untranched Terms Supplement

Each of the following:

(a) The "CDX Emerging Markets Untranched Transactions Standard Terms Supplement", as published by Markit North America, Inc. on January 31, 2011 (the "**2011 Supplement**").

(b) The "CDX Emerging Markets Legacy Untranched Transactions Standard Terms Supplement", as published on or about September 20, 2014 (the "**Legacy 2014 Supplement**").

(c) The "CDX Emerging Markets Untranched Transactions Standard Terms Supplement", as published on or about September 20, 2014 (the "**New 2014 Supplement**", and together with the Legacy 2014 Supplement, the "**2014 Supplements**").

(d) Such other supplement as may be specified in relation to any Eligible CDX.EM Untranched Index by ICE Clear Credit, including any successor to any of the documents listed in subparagraphs (a), (b) or (c) of this definition.

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Eligible CDX.EM Untranched Index

Each particular series and version of a CDX.EM index or sub-index, as published by the CDX.EM Untranched Publisher, determined by ICE Clear Credit to be eligible and included in the List of Eligible CDX.EM Untranched Indexes.

List of Eligible CDX.EM Untranched Indexes

The list of Eligible CDX.EM Untranched Indexes, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information with respect to each index:

(a) the name and series, including any applicable sub-index designation;

(b) the "Effective Date";

(c) one or more eligible "Scheduled Termination Dates" and the applicable "Fixed Rate" for each such date;

(d) the Relevant CDX.EM Untranched Terms Supplement;

(e) the versions (and related annex dates) eligible for clearing (and, if applicable for the relevant index, the Applicable Credit Derivatives Definitions for each component); and

(f) any inactive versions (and related annex dates), i.e., those that have been determined to be fungible with later versions.

Relevant CDX.EM Untranched Terms Supplement

With respect to an Eligible CDX.EM Untranched Index, the CDX.EM Untranched Terms Supplement specified for such Eligible CDX.EM Untranched Index in the List of Eligible CDX.EM Untranched Indexes.

26C-309. Acceptance of CDX.EM Untranched Contracts by ICE Clear Credit.

(a) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a CDX.EM Untranched Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to a Credit Event with respect to such CDX.EM Untranched Contract; or

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for a Credit Event with respect to such CDX.EM Untranched Contract;

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(such time with respect to any CDX.EM Untranched Contract, the "**Clearance Cut-off Time**"); provided that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) or (ii) above as the Clearance Cut-off Time with respect to any CDX.EM Untranched Contract. CDS Participants may again submit Trades for clearance as such CDX.EM Untranched Contract, and such Trades shall again be Conforming Trades, following receipt of notice from ICE Clear Credit that a Fungibility Date (as defined in Rule 26C-316) has occurred with respect to such CDX.EM Untranched Contract.

(b) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

26C-315. Terms of the Cleared CDX.EM Untranched Contract.

(a) Any capitalized term used in this Subchapter 26C but not defined in these CDX.EM Untranched Rules shall have the meaning provided in the Relevant CDX.EM Untranched Terms Supplement.

(b) For purposes of the CDS Committee Rules, the CDS Region for each CDX.EM Untranched Contract is the North American Region for Latin American Reference Entities, the European Region for European Reference Entities and the Asian Region for Asian Reference Entities (or for an issue not specific to a particular Reference Entity, the North American Region).

(c) Each CDX.EM Untranched Contract will be governed by the Relevant CDX.EM Untranched Terms Supplement, as modified by these CDX.EM Untranched Rules. In the event of any inconsistency between the Relevant CDX.EM Untranched Terms Supplement or the Confirmation (including in electronic form) for a CDX.EM Untranched Contract and these CDX.EM Untranched Rules, these CDX.EM Untranched Rules will govern.

26C-316. Updating Index Version of Fungible Contracts After a Credit Event or a Succession Event; Updating Relevant Untranched Standard Terms Supplement.

(a) Where the CDX.EM Untranched Publisher of an Eligible CDX.EM Untranched Index publishes one or more subsequent versions or annexes of the relevant series following a Credit Event or a Succession Event or circumstances giving rise to a Successor and a Succession Date with respect to a Reference Entity included in such series, and the Board or its designee determines that CDX.EM Untranched Contracts referencing the earlier version or annex of such series are fungible with CDX.EM Untranched Contracts referencing a later version or annex of such series that is an Eligible CDX.EM Untranched Index and so notifies CDS Participants, CDX.EM Untranched Contracts referencing the earlier version or annex of such series shall become CDX.EM Untranched Contracts referencing

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such later version or annex of such series on the date determined by the Board or its designee (the "**CDX.EM Fungibility Date**"). Any CDX.EM Untranched Contracts referencing the earlier version or annex of such series submitted for clearing after the related CDX.EM Fungibility Date shall, upon acceptance for clearing, become a CDX.EM Untranched Contract referencing the latest version or annex of such series that the Board or its designee has determined is fungible with such earlier version or annex.

(b) Where a new version of the CDX.EM Untranched Terms Supplement (a "**New CDX.EM Standard Terms**") is published as of a date that is subsequent to the date of the version that is specified as the Relevant CDX.EM Untranched Terms Supplement for any CDX.EM Untranched Contract(s) (the "**Existing CDX.EM Standard Terms**"), and the Board or its designee determines that CDX.EM Untranched Contracts referencing the Existing CDX.EM Standard Terms are fungible with CDX.EM Untranched Contracts referencing the New CDX.EM Standard Terms, and so notifies CDS Participants, CDX.EM Untranched Contracts referencing the Existing CDX.EM Standard Terms shall become CDX.EM Untranched Contracts referencing the New CDX.EM Standard Terms on the date determined by the Board or its designee (the "**CDX.EM Standard Terms Update Date**" and each prior CDX.EM Untranched Terms Supplement subject to such determination, a "**Superseded CDX.EM Standard Terms**"). Any Trade referencing a Superseded CDX.EM Standard Terms submitted for clearing as a CDX.EM Untranched Contract shall, upon acceptance for clearing, become a CDX.EM Untranched Contract referencing the New CDX.EM Standard Terms.

(c) The Board or its designee may determine a different Fungibility Date or CDX.EM Standard Terms Update Date applicable to individual CDX.EM Untranched Contracts or groups of CDX.EM Untranched Contracts or may determine a Fungibility Date or CDX.EM Standard Terms Update Date applicable to all CDX.EM Untranched Contracts referencing the earlier version or annex of a series or standard terms described in clauses (a) or (b) of this Rule, as it deems appropriate.

(d) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in CDX.EM Untranched Contracts that are Converting Contracts, effective as of the 2003/2014 Changeover Effective Date and without need for further action or determination by the Board, the terms of each such Contract shall be deemed amended such that it references the applicable 2014 Supplement as set forth in the List of Eligible CDX.EM Untranched Indexes in lieu of the Relevant CDX.EM Untranched Terms Supplement in effect prior to such date. The amendments made by this Rule 26C-316(d) shall apply as of the 2003/2014 Changeover Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

(e) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in CDX.EM Contracts with a Component Transaction for which the Reference Entity is the Bolivarian Republic of Venezuela, effective

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as of October 20, 2017 (or such later date as may be designated by ICE Clear Credit Circular) (the "Venezuela Additional Provisions Effective Date") and without need for further action or determination by the Board, the terms of each such Component Transaction will be deemed amended such that (i) the Additional Provisions for Certain Venezuelan Entities: Excluded Obligation and Excluded Deliverable Obligations, as published by ISDA on September 19, 2017, shall apply to such Component Transaction and (ii) such Component Transaction references the Credit Derivatives Physical Settlement Matrix with a date of September 19, 2017. The amendments made by this Rule 26C-316(e) shall apply as of the Venezuela Additional Provisions Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

26C-317. Terms of CDX.EM Untranched Contracts.

With respect to each CDX.EM Untranched Contract, the following terms will apply:

(a) The following provisions will apply to each CDX.EM Untranched Contract or component thereof to which the 2003 Definitions apply under the Relevant CDX.EM Untranched Terms Supplement. For purposes of this Chapter 26C only, references to the 2003 Definitions shall not include the 2005 Matrix Supplement.

(i) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such CDX.EM Untranched Contracts; or".

(ii) Intentionally omitted.

(iii) For the purposes of any determination as to whether a Credit Event has occurred in respect of a Reference Entity or an Obligation thereof:

(A) at any time up to but excluding June 20, 2009; or

(B) if (A) a Credit Event Resolution Request Date occurs or (B) a Credit Event Notice and a Notice of Publicly Available Information are deemed delivered pursuant to Rule 2101-02(f) by a Notifying Party, in either case before June 20, 2009,

the Credit Event Backstop Date with respect to such determination shall be deemed to be the Effective Date.

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(iv) Section 6.8 of the CDX.EM Untranched Terms Supplement is hereby modified by inserting “or a Succession Event Notice is deemed delivered pursuant to Rule 2101-02(f), in either case” before the words “before June 20, 2009”.

(v) Except for purposes of Rule 26C-317(a)(iii) and Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a CDX.EM Untranched Contract for a Credit Event other than Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such CDX.EM Untranched Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions or the Relevant CDX.EM Untranched Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26C-317(e) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid. For the avoidance of doubt, Section 6.9 of the CDX.EM Untranched Terms Supplement shall not apply.

(vi) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” in clause (ii) of the last sentence thereof with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(vii) With respect to CDX.EM Untranched Contracts for which it is Resolved by the applicable Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality

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provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

(b) The following provisions will apply to each CDX.EM Untranched Contract or component thereof to which the 2014 Definitions apply under the Relevant CDX.EM Untranched Terms Supplement:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such CDX.NA Untranched Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a CDX.EM Untranched Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such CDX.EM Untranched Contract. Notwithstanding anything to the contrary in the 2014 Definitions or the Relevant CDX.EM Untranched Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26C-317(b)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid. For the avoidance of doubt, Section 5.9 of the Legacy 2014 Supplement and Section 5.8 of the New 2014 Supplement shall not apply.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(iv) With respect to CDX.EM Untranched Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS

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Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(c) The Settlement Method for particular CDX.EM Untranched Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(d) ICE Clear Credit is deemed an Index Party for purposes of the CDX.EM Untranched Terms Supplement.

(e) Notwithstanding anything to the contrary in the Relevant CDX.EM Untranched Terms Supplement, the Reference Obligation for purposes of a New Trade (as defined therein) will be the Reference Obligation for the Restructured Entity in question as specified by ICE Clear Credit following consultation with the CDS Risk Committee (which for the avoidance of doubt may be determined by reference to any Standard Reference Obligation).

(f) The following terms will apply to each CDX.EM Untranched Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The “Source of Relevant Annex” is “Publisher” (if applicable under the Relevant CDX.EM Untranched Terms Supplement).

(iii) The “Effective Date” is the date specified in the List of Eligible CDX.EM Indexes for the relevant Index.

(iv) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(v) There are no “Excluded Reference Entities” (in the case of a Relevant CDX.EM Untranched Terms Supplement prior to the 2014 Supplements).

(vi) “De Minimis Cash Settlement” is not applicable.

(vii) The “Fixed Rate” is the rate specified in the List of Eligible CDX.EM Indexes for the relevant Index and Scheduled Termination Date.

(viii) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a

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CDX.EM Untranched Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such CDX.EM Untranched Contract is accepted for clearing pursuant to Rule 309.

(g) For each CDX.EM Untranched Contract, the following terms will be determined according to the particular CDX.EM Untranched Contract submitted for clearing:

(i) Which of the Eligible CDX.EM Untranched Indexes is the “Index”.

(ii) The “Annex Date”.

(iii) The “Trade Date”.

(iv) Which of the eligible Scheduled Termination Dates specified for the Index in the List of Eligible CDX.EM Untranched Indexes is the “Scheduled Termination Date”.

(v) The “Original Notional Amount”.

(vi) The “Floating Rate Payer”.

(vii) The “Fixed Rate Payer”.

(viii) The “Initial Payment Payer”.

(ix) The “Initial Payment Amount”.

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26D. Standard Emerging Market Sovereign ("SES") Single Name.

The rules in this Subchapter 26D apply to the clearance of SES Contracts.

26D-102. Definitions.

Eligible SES Reference Entities

Each particular Reference Entity included in the List of Eligible SES Reference Entities as determined by ICE Clear Credit to be eligible (specifically, the Federative Republic of Brazil, the United Mexican States, the Bolivarian Republic of Venezuela, the Argentine Republic, the Republic of Turkey, the Russian Federation, Hungary, the Republic of South Africa, the Republic of Chile, the Republic of Peru, the Republic of Colombia, the Republic of Poland, the Republic of Panama, Abu Dhabi, Dubai, the State of Israel, the State of Qatar, the Kingdom of Saudi Arabia, the Republic of Kazakhstan, the Lebanese Republic, and the Republic of Croatia). For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible SES Reference Entities, each such RED Code shall be treated as a separate Eligible SES Reference Entity.

Eligible SES Reference Obligations

With respect to any SES Contract Reference Obligation for any Eligible SES Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such SES Contract Reference Obligation and Eligible SES Reference Entity in the List of Eligible SES Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the SES Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible SES Reference Obligation.

List of Eligible SES Reference Entities

The list of Eligible SES Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible SES Reference Entity:

(a) the name of such Eligible SES Reference Entity and the RED Code(s) for such Eligible SES Reference Entity;

(b) each Relevant Physical Settlement Matrix and relevant Transaction Type;

(c) each SES Contract Reference Obligation and each Eligible SES Reference Obligation for each such SES Contract Reference Obligation;

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(d) each eligible “Scheduled Termination Date”; and

(e) the Sector “Government” (as published by Markit Group Limited or any successor thereto).

(f) the eligible Applicable Credit Derivatives Definitions for such Contract.

(g) in the case of a 2014-Type CDS Contract, the eligible Seniority Levels.

(h) in the case of a 2014-Type CDS Contract, whether “Standard Reference Obligation” is applicable.

Permitted SES Fixed Rates

The Fixed Rates permitted for a SES Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a SES Contract, the “Credit Derivatives Physical Settlement Matrix” applicable to such SES Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible SES Reference Entity in, and permitted by, the List of Eligible SES Reference Entities.

SES Contract

A credit default swap in respect of any Eligible SES Reference Entity having a combination of characteristics listed as eligible for such Eligible SES Reference Entity in, and permitted by, the List of Eligible SES Reference Entities. A SES Contract is a CDS Contract for purposes of Chapter 20.

SES Contract Reference Obligations

With respect to any Eligible SES Reference Entity, the Reference Obligation(s) listed under the heading “SES Contract Reference Obligations” for such Eligible SES Reference Entity in the List of Eligible SES Reference Entities (which, for the avoidance of doubt, may indicate “No Reference Obligation”, indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where “Standard Reference Obligation” is applicable to the SES Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the SES Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

SES Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of this Subchapter 26D.

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26D-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) is subject to an event or agreement described in Rule 26D-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26D-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26D-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26D-206. Notices Required of Participants with respect to SES Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible SES Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible SES Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible SES Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or

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regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26D-303. SES Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a SES Contract but that:

(a) specifies an Eligible SES Reference Obligation as the "Reference Obligation", such Trade shall become an Open CDS Position in the SES Contract with the SES Contract Reference Obligation specified for such Eligible SES Reference Obligation in the List of Eligible SES Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the SES Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard Latin America Sovereign or Standard Emerging European and Middle Eastern Sovereign, such Trade shall become an Open CDS Position in the SES Contract otherwise equivalent to such Trade but specifying Standard Latin America Sovereign or Standard Emerging European and Middle Eastern Sovereign as the Transaction Type.

26D-309. Acceptance of SES Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26D-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a SES Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to such SES Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such SES Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off

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Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any SES Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any SES Contract.

(c) A CDS Participant may not submit a Trade for clearance as a SES Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or acceptance or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such CDS Participant is acting) is, or is an Affiliate of, the Eligible SES Reference Entity for such SES Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible SES Reference Entity for such SES Contract. ICE Clear Credit will not accept a Trade for clearance and settlement if at the time of submission or acceptance of the Trade or at the time of novation the Participant submitting the Trade is domiciled in the country of the Eligible SES Reference Entity for such SES Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) but will no longer be subject to such Succession Event or such circumstances, as the case may be, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such Succession Event is given effect or such circumstances are given effect, as the case may be, with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

26D-315. Terms of the Cleared SES Contract.

(a) Any capitalized term used in this Subchapter 26D but not defined in these SES Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, for an SES Contract where the Transaction Type is Standard Latin America Sovereign the CDS Region is the

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North American Region; where the Transaction Type is Standard Emerging European and Middle Eastern Sovereign the CDS Region is the European Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the SES Rules only, the "**Credit Derivatives Definitions**") are incorporated into the SES Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a SES Contract and these SES Rules, these SES Rules will govern.

(d) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2003 Definitions:

(i) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a SES Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (d) shall not constitute a Contract Modification.

(ii) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SES Contracts; or".

(iii) Except for purposes of Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SES Contract will be deemed to have been effectively delivered by the Notifying Party for a Credit Event other than Restructuring on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SES Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly

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Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26D-315(f) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iv) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(v) With respect to SES Contracts for which it is Resolved by the applicable Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

(vi) Notwithstanding Section 2.9 of the Credit Derivatives Definitions, the initial Fixed Rate Payer Calculation Period shall commence on, and include, the Fixed Rate Payer Payment Date falling on or immediately prior to the calendar day immediately following the Trade Date.

For purposes of this provision, Section 2.10 of the Credit Derivatives Definitions shall be deemed amended by deleting the words "during the term of the transaction".

(e) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2014 Definitions:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with an "; and" and adding the following as a new subparagraph (C):

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"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SES Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SES Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SES Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26D-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(iv) With respect to SES Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the Credit Derivatives Definitions shall not apply.

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(f) The Settlement Method for particular SES Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(g) The following terms will apply to each SES Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The “Fixed Rate Payer Payment Dates” will be March 20, June 20, September 20 and December 20.

(iv) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a SES Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such SES Contract is accepted for clearing pursuant to Rule 309.

(h) For each SES Contract, the following terms will be determined according to the particular SES Contract submitted for clearing, subject to Rule 26D-303:

(i) Which of the Eligible SES Reference Entities is the “Reference Entity”.

(ii) Which of the SES Contract Reference Obligations specified for the Reference Entity in the List of Eligible SES Reference Entities is the “Reference Obligation”.

(iii) The “Trade Date”.

(iv) The “Effective Date”.

(v) Which of the eligible Scheduled Termination Dates specified for the “Reference Entity” in the List of Eligible SES Reference Entities is the “Scheduled Termination Date”.

(vi) The “Floating Rate Payer Calculation Amount”.

(vii) The “Floating Rate Payer”.

(viii) The “Fixed Rate Payer”.

(ix) The “Fixed Rate”.

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(x) The “Transaction Type”, which may be Standard Latin America Sovereign or Standard Emerging European and Middle Eastern Sovereign.

(xi) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xii) The “Initial Payment Payer”.

(xiii) The “Initial Payment Amount”.

(xiv) Which of the eligible Applicable Credit Derivatives Definitions applies.

(xv) In the case of a 2014-Type CDS Contract, which of the eligible Seniority Levels applies.

26D-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New SES Matrix**”) that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any SES Contract(s), and the Board or its designee determines that updating such SES Contract(s) to reference the New SES Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the “**SES Matrix Update Date**” and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a “**Superseded SES Matrix**”) and so notifies CDS Participants, such SES Contracts shall, as of the close of business on the SES Matrix Update Date, become SES Contracts referencing the New SES Matrix as the Relevant Physical Settlement Matrix and the List of Eligible SES Reference Entities shall be updated accordingly. Any Trade referencing a Superseded SES Matrix submitted for clearing as a SES Contract shall, upon acceptance for clearing, become a SES Contract referencing the New SES Matrix.

(b) The Board or its designee may determine a different SES Matrix Update Date applicable to individual SES Contracts or groups of SES Contracts or may determine a SES Matrix Update Date applicable to all SES Contracts referencing a Superseded SES Matrix, as it deems appropriate.

26D-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted SES Fixed Rates, (b) adding new Eligible SES Reference Entities and related Transaction Types, and adding and/or Modifying any other entries in any of the fields in the List of Eligible SES Reference Entities or (c) an update to the List of Eligible SES Reference Entities, as described in Rules 26D-316 and 26D-616.

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26D-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible SES Reference Entities (and modifies the terms and conditions of related SES Contracts) to give effect to determinations by the applicable Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances that give rise to Successors and Succession Dates, or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that "Standard Reference Obligation" will be applicable to an Eligible SES Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in SES Contracts that are Converting Contracts, effective as of the 2003/2014 Changeover Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that it is a 2014-Type CDS Contract under these Rules, the Applicable Credit Derivatives Definitions are the 2014 Definitions and it references the New SES Matrix with an SES Matrix Update Date of the 2003/2014 Changeover Effective Date. The amendments made by this rule 26D-616 shall apply as of the 2003/2014 Changeover Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

(c) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in SES Contracts for which the Reference Entity is the Bolivarian Republic of Venezuela, effective as of October 20, 2017 (or such later date as may be designated by ICE Clear Credit Circular) (the "Venezuela Additional Provisions Effective Date") and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (i) the Additional Provisions for Certain Venezuelan Entities: Excluded Obligation and Excluded Deliverable Obligations, as published by ISDA on September 19, 2017, shall apply to such Contract and (ii) such Contract references the New SES Matrix with an SES Matrix Update Date of September 19, 2017. The amendments made by this Rule 26D-616(c) shall apply as of the Venezuela Additional Provisions Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26E. CDS Restructuring Rules.

The rules in this Subchapter 26E apply to the clearance of Relevant Restructuring Contracts.

26E-102. Definitions.

Matched CDS Buyer

The Buyer in a Matched Restructuring Pair.

Matched CDS Buyer Contract

A CDS Contract (or part thereof) between a Matched CDS Buyer for a Matched Restructuring Pair and ICE Clear Credit having a Floating Rate Payer Calculation Amount equal to the MP Amount relating to that Matched Restructuring Pair.

Matched CDS Contract

A Matched CDS Seller Contract or a Matched CDS Buyer Contract.

Matched CDS Seller

The Seller in a Matched Restructuring Pair.

Matched CDS Seller Contract

A CDS Contract (or part thereof) between a Matched CDS Seller for a Matched Restructuring Pair and ICE Clear Credit having a Floating Rate Payer Calculation Amount equal to the MP Amount relating to that Matched Restructuring Pair.

Matched Restructuring Pair

Following a Relevant Restructuring Contract becoming a Restructuring CDS Contract pursuant to these Rules, a matched pair of a Buyer and a Seller under such Restructuring CDS Contract with an allocated Floating Rate Payer Calculation Amount, as determined by ICE Clear Credit in accordance with the CDS Restructuring Rules.

Matched Restructuring Pair Notice

The meaning specified in Rule 26E-103(a)(ii).

MP Amount

An amount equal to the portion of a Floating Rate Payer Calculation Amount in respect of which ICE Clear Credit matches a Matched Restructuring Pair.

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MP Notice

The meaning specified in Rule 26E-104(d).

Regional CDS Committee Restructuring Announcement

The announcement by ICE Clear Credit that a Regional CDS Committee (or Dispute Resolver) has Resolved that an event that constitutes a Restructuring has occurred with respect to one or more CDS Contracts.

Relevant Restructuring Contract

A CDS Contract (or, in respect of a CDS Contract that relates to an index, a CDS Contract which is a Component Transaction (including a New Trade)) for which a Relevant Restructuring Credit Event is a Credit Event.

Relevant Restructuring Credit Event

(i) With respect to a 2003-Type CDS Contract, a Restructuring Credit Event and (ii) with respect to a 2014-Type CDS Contract, an M(M)R Restructuring Credit Event.

Restructuring CDS Contract

A Relevant Restructuring Contract that is subject to a Restructuring Credit Event Announcement; provided that if, after such announcement has been made, a further DC Credit Event Announcement or Regional CDS Committee Announcement is made of the occurrence of a Credit Event other than Restructuring in relation to the Reference Entity and such CDS Contract, such CDS Contract, to the extent that it has not become a Triggered Restructuring CDS Contract, will cease to be a Restructuring CDS Contract and provided further that any Restructuring CDS Contract, to the extent that it is not a Triggered Restructuring CDS Contract, in respect of which an effective Restructuring Credit Event Notice can no longer be delivered will cease to be a Restructuring CDS Contract (but will continue to be a CDS Contract subject to the provisions of these Rules).

Restructuring Credit Event Announcement

A DC Credit Event Announcement in respect of Restructuring Credit Event or a Regional CDS Committee Restructuring Announcement.

Restructuring Reference Entity

The Reference Entity in respect of which a DC Credit Event Announcement or Regional CDS Committee Restructuring Announcement has been made in respect of a Restructuring Credit Event.

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Triggered Restructuring CDS Contract

An Open CDS Position (or portion thereof) in a Restructuring CDS Contract that is the subject of an effective Restructuring Credit Event Notice pursuant to the CDS Restructuring Rules; provided that, where permitted under Section 3.9 of the 2003 Definitions (in the case of a 2003-Type CDS Contract) or Section 1.33 of the 2014 Definitions (in the case of a 2014-Type CDS Contract), as applicable, if such Restructuring Credit Event Notice specifies an Exercise Amount that is less than the Floating Rate Payer Calculation Amount of the Restructuring CDS Contract, such Restructuring CDS Contract shall be construed, pursuant to Section 3.9 of the 2003 Definitions or Section 1.33 of the 2014 Definitions, as applicable, as if the parties had entered into two Restructuring CDS Contracts, one of which will constitute the Triggered Restructuring CDS Contract and has a Floating Rate Payer Calculation Amount equal to the Exercise Amount and the other of which has a Floating Rate Payer Calculation Amount equal to the Floating Rate Payer Calculation Amount outstanding immediately prior to the delivery of the Restructuring Credit Event Notice minus the Exercise Amount.

26E-103. Allocation of Matched Restructuring Pairs.

(a) With respect to a Restructuring CDS Contract, following the occurrence of the DC Credit Event Announcement or Regional CDS Committee Restructuring Announcement:

(i) ICE Clear Credit will match each Seller with one or more Buyers each of which is party to a Restructuring CDS Contract of the same type (such Restructuring CDS Contracts thereby becoming Matched CDS Contracts and each matched CDS Seller and CDS Buyer becoming a Matched Restructuring Pair), such that the Floating Rate Payer Calculation Amount related to each Matched CDS Seller under each Matched CDS Contract is fully allocated to one or more CDS Buyers under Matched CDS Contracts of the same type as the Matched CDS Seller Contract; and

(ii) ICE Clear Credit will notify each relevant CDS Buyer and CDS Seller of the Matched CDS Contracts, Matched CDS Buyer and Matched CDS Seller (such notice, for purposes of this Rule, the "**Matched Restructuring Pair Notice**") and the associated MP Amount.

(b) If ICE Clear Credit has delivered a Matched Restructuring Pair Notice that specifies a MP Amount that is less than the outstanding Floating Rate Payer Calculation Amount applicable to a Matched CDS Contract to which such Matched Restructuring Pair Notice relates, the relevant rights and obligations of ICE Clear Credit and the relevant CDS Participant pursuant to the Matched CDS Contract shall, with effect from the date such Matched Restructuring Pair Notice is effective, be construed as if ICE Clear Credit and the relevant CDS Participant have entered into two Restructuring CDS Contracts, one of which has a Floating Rate Payer Calculation Amount equal to the MP Amount and the other of which

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has a Floating Rate Payer Calculation Amount equal to the Floating Rate Payer Calculation Amount outstanding immediately prior to delivery of such Matched Restructuring Pair Notice minus the MP Amount.

(c) With respect to a Triggered Restructuring CDS contract to which Physical Settlement applies (including as a result of a fallback settlement) under Chapter 22 of the Rules, the related Matched Restructuring Pair will also constitute a Matched Delivery Pair for purposes of Chapter 22 of the Rules.

26E-104. Matched Restructuring Pairs: Designations and Notices.

(a) In respect of each Matched CDS Buyer Contract which is the subject of a Matched Restructuring Pair, ICE Clear Credit, pursuant to Section 9.2(c)(iv) of the 2003 Definitions (in the case of a 2003-Type CDS Contract) or Section 11.2(c)(iv) of the 2014 Definitions (in the case of a 2014-Type CDS Contract), as applicable (each as may be modified in the ICE Clear Credit Procedures), as designator, shall be deemed to have designated the Matched CDS Seller in such Matched Restructuring Pair as its designee:

(i) to receive on its behalf from the Matched CDS Buyer in the Matched Restructuring Pair, Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring CDS Contract or Triggered Restructuring CDS Contract, as the case may be;

(ii) to deliver on its behalf to the Matched CDS Buyer in the Matched Restructuring Pair Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring CDS Contract or Triggered Restructuring CDS Contract, as the case may be.

(b) In respect of each Matched CDS Seller Contract which is the subject of a Matched Restructuring Pair, ICE Clear Credit, pursuant to Section 9.2(c)(iv) of the 2003 Definitions (in the case of a 2003-Type CDS Contract) or Section 11.2(c)(iv) of the 2014 Definitions (in the case of a 2014-Type CDS Contract), as applicable (each as may be modified in the ICE Clear Credit Procedures), as designator, shall be deemed to have designated the Matched CDS Buyer in such Matched Restructuring Pair as its designee:

(i) to deliver on its behalf to the Matched CDS Seller in the Matched Restructuring Pair, Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring CDS Contract or Triggered Restructuring CDS Contract, as the case may be;

(ii) to receive on its behalf from the Matched CDS Seller in the Matched Restructuring Pair Credit Event Notices and, where applicable, Notices to Exercise Movement Option, in relation to any Restructuring CDS Contract or Triggered Restructuring CDS Contract, as the case may be;

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(c) In relation to each Matched Restructuring Pair:

(i) the exercise of any rights by the Matched CDS Buyer against ICE Clear Credit under a Matched CDS Buyer Contract shall be deemed to constitute the exercise of equal and simultaneous rights by ICE Clear Credit against the Matched CDS Seller under the Matched CDS Seller Contract in the relevant Matched Restructuring Pair;

(ii) the exercise of any rights of the Matched CDS Seller against ICE Clear Credit under a Matched CDS Seller Contract shall be deemed to constitute the exercise of equal and simultaneous rights by ICE Clear Credit against the Matched CDS Buyer under the Matched CDS Buyer Contract in the relevant Matched Restructuring Pair;

(iii) where the Matched CDS Buyer validly delivers or serves any notice to the Matched CDS Seller in accordance with the Rules, such notice shall be effective with respect to both the Matched CDS Buyer Contract and the Matched CDS Seller Contract; and

(iv) where the Matched CDS Seller validly delivers or serves any notice to the Matched CDS Buyer in accordance with the Rules, such notice shall be effective with respect to both the Matched CDS Buyer Contract and the Matched CDS Seller Contract.

(d) Following delivery by a Matched CDS Buyer or Matched CDS Seller of any notice of a nature referred to in subsection (a) or (b) (any such notice, a "**MP Notice**"), the CDS Participant that delivered such MP Notice shall, at the times and in the circumstances specified by ICE Clear Credit, deliver a written copy of such MP Notice to ICE Clear Credit. ICE Clear Credit will provide a copy of the copy of each MP Notice received by it to both CDS Participants in each Matched Restructuring Pair under which an MP Notice has been served or appears to have been served. Any CDS Participant in a Matched Restructuring Pair which disputes any MP Notice, or which considers that an MP Notice additional to those copied to it by ICE Clear Credit has been served, must inform ICE Clear Credit. Unless ICE Clear Credit receives any notice disputing an MP Notice, ICE Clear Credit will update its and Deriv/SERV's records and will require the relevant CDS Participants to update Deriv/SERV's records on the basis of the MP Notices (or on the basis of equivalent information) notified by ICE Clear Credit to the Matched CDS Buyer and Matched CDS Seller in the Matched Restructuring Pair. ICE Clear Credit shall not be obliged to act upon any disputed MP Notice until the relevant dispute has been resolved.

(e) The Matched CDS Buyer and Matched CDS Seller in each Matched Restructuring Pair shall each make such payments and deliveries and deliver such notices in relation to settlement to one another and to ICE Clear Credit as are required pursuant to a Matched CDS Contract, these Rules or Applicable Laws.

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(f) ICE Clear Credit may establish electronic or manual processes for the delivery and receipt of MP Notices, on such terms as ICE Clear Credit shall specify.

(g) Any purported delivery of a Notice to Exercise Movement Option outside of the permitted triggering period under the applicable contract terms shall not amount to valid delivery of that notice and shall be disregarded by ICE Clear Credit and Participants in relation to any Restructuring CDS Contract.

26E-105. Separation of Matched Restructuring Pairs.

(a) If:-

(i) a Restructuring Credit Event Announcement has been made; and

(ii) a subsequent announcement by the relevant decision body has been made that the relevant Restructuring Credit Event did not in fact occur,

then:

(I) to the extent that ICE Clear Credit has not by then matched Sellers with Buyers to form Matched Restructuring Pairs in relation to the relevant CDS Contracts, pursuant to Rule 26E-103, it shall not do so; and

(II) to the extent that ICE Clear Credit has by then matched Sellers with Buyers to form Matched Restructuring Pairs in relation to the relevant CDS Contracts pursuant to Rule 26E-103, ICE Clear Credit shall:

(A) with respect to relevant CDS Contracts to which Auction Settlement is applicable and where the subsequent resolution of the relevant decision body in (ii) above occurs prior to the Auction Final Price Determination Date, reverse such matching; and

(B) with respect to relevant CDS Contracts to which the Fallback Settlement Method is applicable, to the extent that ICE Clear Credit has by then matched CDS Sellers with CDS Buyers to form Matched Restructuring Pairs in relation to the relevant CDS Contracts pursuant to Rule 26E-103, ICE Clear Credit shall, as soon as reasonably practicable, give a Matching Reversal Notice to the Seller and Buyer forming each affected Matched Restructuring Pair of the proposal to reverse such matching and shall thereafter reverse such matching, provided that ICE Clear Credit will not reverse any matching to the extent that the Matched CDS Buyer or Matched CDS Seller has, not later than one Business Day after the Matching Reversal Notice, given notice to ICE Clear Credit that the relevant Matched Restructuring Pair have settled the relevant Matched CDS Contracts (or part thereof).

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(b) In relation to any Matched CDS Contract for which the matching of the related Matched Restructuring Pair is reversed pursuant to subsection (a) of this Rule, ICE Clear Credit will recalculate Margin on the basis that such CDS Contract is no longer a Matched CDS Contract and will adjust the Margin required by it accordingly.

(c) In relation to any Matched CDS Contract for which the matching of the related Matched Restructuring Pair is reversed pursuant to subsection (a) of this Rule, any notices sent by the Matched CDS Buyer or the Matched CDS Seller to the other for the purposes or in connection with the settlement of the relevant Matched CDS Contracts will be deemed not to have been delivered and will be ineffective.

(d) For the avoidance of doubt, reversal of a Matched CDS Contract means that the relevant CDS Participants together with ICE Clear Credit will restore the CDS Contracts that existed before the initial Credit Event determination occurred including by amending records in Deriv/SERV.

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26F. iTraxx Europe.

The rules in this Subchapter 26F apply to the clearance of iTraxx Europe Untranched Contracts.

26F-102. Definitions.

iTraxx Europe Untranched Contract

A credit default swap in respect of any Eligible iTraxx Europe Untranched Index and governed by any iTraxx Europe Untranched Terms Supplement. An iTraxx Europe Untranched Contract is a CDS Contract for purposes of Chapter 20.

iTraxx Europe Untranched Publisher

Markit Group Limited or its successor, or any successor sponsor of the Eligible iTraxx Europe Untranched Indexes it publishes.

iTraxx Europe Untranched Rules

The rules set forth in Chapters 1 through 8 and 20 through 22, inclusive, as modified by the provisions of Subchapter 26E and this Subchapter 26F.

iTraxx Europe Untranched Terms Supplement

Any one of the following:

(a) The iTraxx Europe Untranched Standard Terms Supplement as published on November 23, 2009 together with the third paragraph of the form of confirmation published on November 23, 2009 with respect to such standard terms supplement (or any relevant electronic equivalent thereof).

(b) The iTraxx Europe Legacy Untranched Standard Terms Supplement as published on or about September 20, 2014 together with the fourth paragraph of the form of confirmation published on or about September 20, 2014 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the "**Legacy 2014 Supplement**").

(c) The iTraxx Europe Untranched Standard Terms Supplement as published on or about September 20, 2014 together with the third paragraph of the form of confirmation published on or about September 20, 2014 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the "**New 2014 Supplement**", and together with the Legacy 2014 Supplement, the "**2014 Supplements**").

(d) The iTraxx Europe Untranched Terms Supplement as published in January 2020 together with the third paragraph of the form of confirmation published in January 2020 with respect to such standard terms

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supplement (or any relevant electronic equivalent thereof) (the "**2020 Supplement**").

(e) The iTraxx Europe Legacy Untranched Standard Terms Supplement as published in January 2020 together with the fourth paragraph of the form of confirmation published in January 2020 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the "**Legacy 2020 Supplement**").

(f) Such other supplement as may be specified in relation to any Eligible iTraxx Europe Untranched Index by ICE Clear Credit, including any successor to any of the documents listed in subparagraphs (a)-(e) of this definition.

For purposes of each iTraxx Europe Untranched Contract, a reference in the iTraxx Europe Untranched Terms Supplement to an "iTraxx Master Transaction" shall be deemed a reference to an iTraxx Europe Untranched Contract.

Eligible iTraxx Europe Untranched Index

Each particular series and version of an iTraxx Europe index or sub-index, as published by the iTraxx Europe Untranched Publisher, determined by ICE Clear Credit to be eligible and included in the List of Eligible iTraxx Europe Untranched Indexes.

List of Eligible iTraxx Europe Untranched Indexes

The list of Eligible iTraxx Europe Untranched Indexes, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information with respect to each index:

(a) the name and series, including any applicable sub-index designation;

(b) the "Effective Date";

(c) one or more eligible "Scheduled Termination Dates" and the applicable "Fixed Rate" for each such date;

(d) the Relevant iTraxx Europe Untranched Terms Supplement;

(e) the versions (and related annex dates) eligible for clearing (and, if applicable for the relevant index, the Applicable Credit Derivatives Definitions for each component); and

(f) any inactive versions (and related annex dates), i.e., those that have been determined to be fungible with later versions.

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Relevant iTraxx Europe Untranched Terms Supplement

With respect to an Eligible iTraxx Europe Untranched Index, the iTraxx Europe Untranched Terms Supplement specified for such Eligible iTraxx Europe Untranched Index in the List of Eligible iTraxx Europe Untranched Indexes.

26F-309. Acceptance of iTraxx Europe Untranched Contracts by ICE Clear Credit.

(a) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a iTraxx Europe Untranched Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to a Credit Event with respect to such iTraxx Europe Untranched Contract; or

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for a Credit Event with respect to such iTraxx Europe Untranched Contract;

(such time with respect to any iTraxx Europe Untranched Contract, the "Clearance Cut-off Time"); provided that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clause (i) or (ii) above as the Clearance Cut-off Time with respect to any iTraxx Europe Untranched Contract. CDS Participants may again submit Trades for clearance as such iTraxx Europe Untranched Contract, and such Trades shall again be Conforming Trades, following receipt of notice from ICE Clear Credit that a Fungibility Date (as defined in Rule 26F-316) has occurred with respect to such iTraxx Europe Untranched Contract.

(b) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

26F-315. Terms of the Cleared iTraxx Europe Untranched Contract.

(a) Any capitalized term used in this Subchapter 26F but not defined in these iTraxx Europe Untranched Rules shall have the meaning provided in the Relevant iTraxx Europe Untranched Terms Supplement.

(b) For purposes of the CDS Committee Rules, the CDS Region for each iTraxx Europe Untranched Contract is the European Region.

(c) Each iTraxx Europe Untranched Contract will be governed by the Relevant iTraxx Europe Untranched Terms Supplement, as modified by these iTraxx Europe Untranched Rules. In the event of any inconsistency between the Relevant iTraxx Europe Untranched Terms Supplement or the Confirmation

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(including in electronic form) for a iTraxx Europe Untranched Contract and these iTraxx Europe Untranched Rules, these iTraxx Europe Untranched Rules will govern.

26F-316. Updating Index Version of Fungible Contracts After a Credit Event or a Succession Event; Updating Relevant Untranched Standard Terms Supplement.

(a) Where the iTraxx Europe Untranched Publisher of an Eligible iTraxx Europe Untranched Index publishes one or more subsequent versions or annexes of the relevant series following a Credit Event or a Succession Event or circumstances giving rise to a Successor and Succession Date with respect to a Reference Entity included in such series, and the Board or its designee determines that iTraxx Europe Untranched Contracts referencing the earlier version or annex of such series are fungible with iTraxx Europe Untranched Contracts referencing a later version or annex of such series that is an Eligible iTraxx Europe Untranched Index and so notifies CDS Participants, iTraxx Europe Untranched Contracts referencing the earlier version or annex of such series shall become iTraxx Europe Untranched Contracts referencing such later version or annex of such series on the date determined by the Board or its designee (the "**Fungibility Date**"). Any iTraxx Europe Untranched Contracts referencing the earlier version or annex of such series submitted for clearing after the related Fungibility Date shall, upon acceptance for clearing, become a iTraxx Europe Untranched Contract referencing the latest version or annex of such series that the Board or its designee has determined is fungible with such earlier version or annex.

(b) Where a new version of the iTraxx Europe Untranched Terms Supplement (a "**New Standard Terms**") is published as of a date that is subsequent to the date of the version that is specified as the Relevant iTraxx Europe Untranched Terms Supplement for any iTraxx Europe Untranched Contract(s) (the "**Existing Standard Terms**"), and the Board or its designee determines that iTraxx Europe Untranched Contracts referencing the Existing Standard Terms are fungible with iTraxx Europe Untranched Contracts referencing the New Standard Terms, and so notifies CDS Participants, iTraxx Europe Untranched Contracts referencing the Existing Standard Terms shall become iTraxx Europe Untranched Contracts referencing the New Standard Terms on the date determined by the Board or its designee (the "**Standard Terms Update Date**" and each prior iTraxx Europe Untranched Terms Supplement subject to such determination, a "**Superseded Standard Terms**"). Any Trade referencing a Superseded Standard Terms submitted for clearing as a iTraxx Europe Untranched Contract shall, upon acceptance for clearing, become a iTraxx Europe Untranched Contract referencing the New Standard Terms.

(c) The Board or its designee may determine a different Fungibility Date or Standard Terms Update Date applicable to individual iTraxx Europe Untranched Contracts or groups of iTraxx Europe Untranched Contracts or may determine a Fungibility Date or Standard Terms Update Date applicable to all iTraxx Europe Untranched

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Contracts referencing the earlier version or annex of a series described in clauses (a) or (b) of this Rule, as it deems appropriate.

(d) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in iTraxx Europe Untranched Contracts that are Converting Contracts, effective as of the 2003/2014 Changeover Effective Date and without need for further action or determination by the Board, the terms of each such Contract shall be deemed amended such that it references the applicable 2014 Supplement as set forth in the List of Eligible iTraxx Europe Indexes in lieu of the Relevant iTraxx Europe Untranched Terms Supplement in effect prior to such date. The amendments made by this rule 26F-316(d) shall apply as of the 2003/2014 Changeover Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

(e) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in iTraxx Europe Untranched Contracts that are NTCE Amended Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract shall be deemed amended such that it references the 2020 Supplement in lieu of the 2014 Supplement or the Legacy 2020 Supplement in lieu of the Legacy 2014 Supplement, as the case may be, in effect prior to such date. The amendments made by this rule 26F-316(e) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

26F-317. Terms of iTraxx Europe Untranched Contracts.

With respect to each iTraxx Europe Untranched Contract, the following terms will apply:

(a) The following provisions will apply to each iTraxx Europe Untranched Contract or component thereof to which the 2003 Definitions apply under the Relevant iTraxx Europe Untranched Terms Supplement:

(i) Section 3.2(c)(i) of the 2003 Definitions is hereby amended by replacing the “or” at the end of subparagraph (B) thereof with an “and” and adding the following as a new subparagraph (C):

“(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Europe Untranched Contracts; or”.

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(ii) For the purposes of any determination as to whether a Credit Event has occurred in respect of a Reference Entity or an Obligation thereof:

(A) at any time up to but excluding June 20, 2009; or

(B) if (1) a Credit Event Resolution Request Date occurs or (2) a Credit Event Notice and a Notice of Publicly Available Information are deemed delivered pursuant to Rule 2101-02(f) by a Notifying Party, in either case before June 20, 2009,

the Credit Event Backstop Date with respect to such determination shall be deemed to be the Effective Date.

(iii) For the purposes of any determination as to whether a Succession Event has occurred in respect of a Reference Entity:

(A) at any time up to but excluding June 20, 2009; or

(B) if (1) a Succession Event Resolution Request Date occurs or (2) a Succession Event Notice is deemed delivered pursuant to Rule 2101-02(f), in either case before June 20, 2009,

the Succession Event Backstop Date with respect to such Reference Entity shall be deemed to be the Effective Date.

(iv) Except for purposes of Rule 26F-317(a)(ii) and Section 1.23 of the 2003 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a iTraxx Europe Untranched Contract for a Credit Event other than Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Europe Untranched Contract. Notwithstanding anything to the contrary in the 2003 Definitions or any Relevant iTraxx Europe Untranched Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26F-317(a)(iv) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(v) Section 1.8(a)(ii)(A)(I)(3)(y) of the 2003 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

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(vi) Section 1.30 of the 2003 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” in clause (ii) of the last sentence thereof with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(vii) With respect to iTraxx Europe Untranched Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the 2003 Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the 2003 Definitions.

(b) The following provisions will apply to each iTraxx Europe Untranched Contract or component thereof to which the 2014 Definitions apply under the Relevant iTraxx Europe Untranched Terms Supplement:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the “.” at the end of subparagraph (B) thereof with “; and” and adding the following as a new subparagraph (C):

“(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Europe Untranched Contracts.”.

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a iTraxx Europe Untranched Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Europe Untranched Contract. Notwithstanding anything to the contrary in the 2014 Definitions or the Relevant iTraxx Europe Untranched Terms Supplement, any delivery of a Credit Event

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Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26F-317(b)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid. For the avoidance of doubt, Section C.3 of the Legacy 2014 Supplement and Section 5.7 of the New 2014 Supplement shall not apply.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(iv) With respect to iTraxx Europe Untranched Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(c) The Settlement Method for particular iTraxx Europe Untranched Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(d) Notwithstanding anything to the contrary in the Relevant iTraxx Europe Untranched Terms Supplement, the Reference Obligation for purposes of a New Trade (as defined therein) will be the Reference Obligation for the Restructured Entity in question as specified by ICE Clear Credit following consultation with the CDS Risk Committee (which for the avoidance of doubt may be determined by reference to any Standard Reference Obligation).

(e) The following terms will apply to each iTraxx Europe Untranched Contract:

(i) The "Agreement" is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The "Source of Relevant Annex" is "Publisher" (if applicable under the Relevant iTraxx Europe Untranched Terms Supplement).

(iii) The "Effective Date" is the date specified in the List of Eligible iTraxx Europe Indexes for the relevant Index.

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(iv) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(v) There are no “Excluded Reference Entities” (in the case of a Relevant iTraxx Europe Untranched Terms Supplement prior to the 2014 Supplements).

(vi) “De Minimis Cash Settlement” under the Relevant iTraxx Europe Untranched Terms Supplement is not applicable.

(vii) The “Fixed Rate” is the rate specified in the List of Eligible iTraxx Europe Indexes for the relevant Index and Scheduled Termination Date.

(viii) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a iTraxx Europe Untranched Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such iTraxx Europe Untranched Contract is accepted for clearing pursuant to Rule 309.

(f) For each iTraxx Europe Untranched Contract, the following terms will be determined according to the particular iTraxx Europe Untranched Contract submitted for clearing:

(i) Which of the Eligible iTraxx Europe Untranched Indexes is the “Index”.

(ii) The “Annex Date”.

(iii) The “Trade Date”.

(iv) Which of the eligible Scheduled Termination Dates specified for the Index in the List of Eligible iTraxx Europe Untranched Indexes is the “Scheduled Termination Date”.

(v) The “Original Notional Amount”.

(vi) The “Floating Rate Payer”.

(vii) The “Fixed Rate Payer”.

(viii) The “Initial Payment Payer”.

(ix) The “Initial Payment Amount”.

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26G. Standard European Corporate ("STEC") Single Name.

The rules in this Subchapter 26G apply to the clearance of STEC Contracts.

26G-102. Definitions.

Eligible STEC Reference Entities

Each particular Reference Entity included in the List of Eligible STEC Reference Entities, as determined by ICE Clear Credit to be eligible. For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible STEC Reference Entities, each such RED Code shall be treated as a separate Eligible STEC Reference Entity.

Eligible STEC Reference Obligations

With respect to any STEC Contract Reference Obligation for any Eligible STEC Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such STEC Contract Reference Obligation and Eligible STEC Reference Entity in the List of Eligible STEC Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STEC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible STEC Reference Obligation.

Eligible STEC Sector

With respect to any STEC Sector (as published by Markit Group Limited or any successor thereto) for any Eligible STEC Reference Entity, the Eligible STEC Sectors listed under the heading "Sector as reported in Rollout Schedule" for such Eligible STEC Reference Entities in the List of Eligible STEC Reference Entities shall be any of the following:

(a) Basic Materials;

(b) Consumer Goods;

(c) Consumer Services;

(d) Energy;

(e) Financials;

(f) Healthcare;

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(g) Industrials;

(h) Technology;

(i) Telecommunications Services; and

(j) Utilities.

List of Eligible STEC Reference Entities

The list of Eligible STEC Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible STEC Reference Entity:

(a) the name of such Eligible STEC Reference Entity and the RED Code(s) for such Eligible STEC Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible STEC Reference Entity (which shall be Standard European Corporate);

(c) each STEC Contract Reference Obligation and each Eligible STEC Reference Obligation for each such STEC Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date";

(e) the Eligible STEC Sector;

(f) the eligible Applicable Credit Derivatives Definitions for such Contract;

(g) in the case of a 2014-Type CDS Contract, the eligible Seniority Levels for such Contract; and

(h) in the case of a 2014-Type CDS Contract, whether "Standard Reference Obligation" is applicable.

Permitted STEC Fixed Rates

The Fixed Rates permitted for a STEC Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a STEC Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such STEC Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible STEC Reference Entity in, and permitted by, the List of Eligible STEC Reference Entities.

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STEC Contract

A credit default swap in respect of any Eligible STEC Reference Entity having a combination of characteristics listed as eligible for such Eligible STEC Reference Entity in, and permitted by, the List of Eligible STEC Reference Entities. A STEC Contract is a CDS Contract for purposes of Chapter 20.

STEC Contract Reference Obligations

With respect to any Eligible STEC Reference Entity, the Reference Obligation(s) listed under the heading "STEC Contract Reference Obligations" for such Eligible STEC Reference Entity in the List of Eligible STEC Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STEC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the STEC Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

STEC Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of Subchapter 26E and this Subchapter 26G.

26G-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26G-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26G-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant

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shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26G-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26G-206. Notices Required of Participants with respect to STEC Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible STEC Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible STEC Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible STEC Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26G-303. STEC Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a STEC Contract but that:

(a) specifies an Eligible STEC Reference Obligation as the “Reference Obligation”, such Trade shall become an Open CDS Position in the STEC Contract with the STEC Contract Reference Obligation specified for such Eligible STEC Reference Obligation in the List of Eligible STEC Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the STEC Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard European Corporate, such Trade shall become an Open CDS Position in the STEC Contract otherwise

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equivalent to such Trade but specifying Standard European Corporate as the Transaction Type.

26G-309. Acceptance of STEC Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26G-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a STEC Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to such STEC Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such STEC Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any STEC Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any STEC Contract.

(c) A CDS Participant may not submit a Trade for clearance as a STEC Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such Participant is acting) is, or is an Affiliate of, the Eligible STEC Reference Entity for such STEC Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible STEC Reference Entity for such STEC Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

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(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) but will no longer be subject to such Succession Event or such circumstances, as the case may be, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such Succession Event is given effect or such circumstances are given effect, as the case may be, with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

26G-315. Terms of the Cleared STEC Contract.

(a) Any capitalized term used in this Subchapter 26G but not defined in these STEC Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each STEC Contract is the European Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the STEC Rules only, the "**Credit Derivatives Definitions**"), are incorporated into the STEC Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a STEC Contract and these STEC Rules, these STEC Rules will govern.

(d) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2003 Definitions:

(i) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a STEC Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (d) shall not constitute a Contract Modification.

(ii) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

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"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEC Contracts; or".

(iii) Except for purposes of Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STEC Contract will be deemed to have been effectively delivered by the Notifying Party for a Credit Event other than Restructuring on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEC Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (A) the deemed delivery as provided in this Rule 26G-315(d)(iii) or (B) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iv) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(v) With respect to STEC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject

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to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

(vi) Notwithstanding Section 2.9 of the Credit Derivatives Definitions, the initial Fixed Rate Payer Calculation Period shall commence on, and include, the Fixed Rate Payer Payment Date falling on or immediately prior to the calendar day immediately following the Trade Date.

For purposes of this provision, Section 2.10 of the 2003 Definitions shall be deemed amended by deleting the words "during the term of the transaction".

(e) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2014 Definitions:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEC Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STEC Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEC Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26G-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

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(iv) With respect to STEC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the 2014 Definitions shall not apply.

(f) The Settlement Method for particular STEC Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(g) The following terms will apply to each STEC Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The “Transaction Type” is Standard European Corporate.

(iv) The “Fixed Rate Payer Payment Dates” will be March 20, June 20, September 20 and December 20.

(v) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a STEC Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such STEC Contract is accepted for clearing pursuant to Rule 309.

(h) For each STEC Contract, the following terms will be determined according to the particular STEC Contract submitted for clearing, subject to Rule 26G-303:

(i) Which of the Eligible STEC Reference Entities is the “Reference Entity”.

(ii) Which of the STEC Contract Reference Obligations specified for the Reference Entity in the List of Eligible STEC Reference Entities is the “Reference Obligation”.

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(iii) The “Trade Date”.

(iv) The “Effective Date”.

(v) Which of the eligible Scheduled Termination Dates specified for the “Reference Entity” in the List of Eligible STEC Reference Entities is the “Scheduled Termination Date”.

(vi) The “Floating Rate Payer Calculation Amount”.

(vii) The “Floating Rate Payer”.

(viii) The “Fixed Rate Payer”.

(ix) The “Fixed Rate”.

(x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xi) The “Initial Payment Payer”.

(xii) The “Initial Payment Amount”.

(xiii) Which of the eligible Applicable Credit Derivatives Definitions applies.

(xiv) In the case of a 2014-Type CDS Contract, which of the eligible Seniority Levels applies.

26G-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New Matrix**”) that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any STEC Contract(s) (the “**Existing Matrix**”), and the Board or its designee determines that updating such STEC Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the “**Matrix Update Date**” and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a “**Superseded Matrix**”) and so notifies CDS Participants, such STEC Contracts shall, as of the close of business on the Matrix Update Date, become STEC Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible STEC Reference Entities shall be updated accordingly. Any Trade referencing a Superseded Matrix submitted for clearing as a STEC Contract shall, upon acceptance for clearing, become a STEC Contract referencing the New Matrix.

(b) The Board or its designee may determine a different Matrix Update Date applicable to individual STEC Contracts or groups of STEC Contracts or may

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determine a Matrix Update Date applicable to all STEC Contracts referencing a Superseded Matrix, as it deems appropriate.

26G-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted STEC Fixed Rates, (b) adding new Eligible STEC Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible STEC Reference Entities or (c) an update to the List of Eligible STEC Reference Entities, as described in Rules 26G-316 and 26G-616.

26G-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible STEC Reference Entities (and modifies the terms and conditions of related STEC Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances giving rise to Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that "Standard Reference Obligation" will be applicable to an Eligible STEC Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in STEC Contracts that are Converting Contracts, effective as of the 2003/2014 Changeover Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that it is a 2014-Type CDS Contract under these Rules, the Applicable Credit Derivatives Definitions are the 2014 Definitions and it references the New Matrix with a Matrix Update Date of the 2003/2014 Changeover Effective Date. The amendments made by this rule 26G-616 shall apply as of the 2003/2014 Changeover Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

(c) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in STEC Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (1) references to the 2014 Definitions shall be deemed to refer to such definitions as supplemented by the NTCE Supplement, (2) the NTCE Supplement shall be applicable to such Contract, (3) "Fallback Discounting" and "Credit Deterioration Requirement" shall be applicable to such

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Contract, and (4) it references the New Matrix with a Matrix Update Date of the NTCE Effective Date (or such other relevant implementation date for the New Matrix as ICE Clear Credit shall specify for this purpose). The amendments made by this rule 26G-616(c) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26H. Standard European Financial Corporate ("STEFC") Single Name.

The rules in this Subchapter 26H apply to the clearance of STEFC Contracts.

26H-102. Definitions.

Eligible STEFC Reference Entities

Each particular Reference Entity included in the List of Eligible STEFC Reference Entities, as determined by ICE Clear Credit to be eligible. For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible STEFC Reference Entities, each such RED Code shall be treated as a separate Eligible STEFC Reference Entity.

Eligible STEFC Reference Obligations

With respect to any STEFC Contract Reference Obligation for any Eligible STEFC Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such STEFC Contract Reference Obligation and Eligible STEFC Reference Entity in the List of Eligible STEFC Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STEFC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible STEFC Reference Obligation.

List of Eligible STEFC Reference Entities

The list of Eligible STEFC Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible STEFC Reference Entity:

(a) the name of such Eligible STEFC Reference Entity and the RED Code(s) for such Eligible STEFC Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible STEFC Reference Entity (which shall be Standard European Financial Corporate or Standard European Senior Non-Preferred Financial Corporate);

(c) each STEFC Contract Reference Obligation and each Eligible STEFC Reference Obligation for each such STEFC Contract Reference Obligation;

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(d) each eligible “Scheduled Termination Date”;

(e) the Sector “Financials” (as published by Markit Group Limited or any successor thereto);

(f) the Applicable Credit Derivatives Definitions for such Contract, which shall be the 2014 Definitions;

(g) the eligible Seniority Levels for such Contract; and

(h) whether “Standard Reference Obligation” is applicable.

Permitted STEFC Fixed Rates

The Fixed Rates permitted for a STEFC Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a STEFC Contract, the “Credit Derivatives Physical Settlement Matrix” applicable to such STEFC Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible STEFC Reference Entity in, and permitted by, the List of Eligible STEFC Reference Entities.

STEFC Contract

A credit default swap in respect of any Eligible STEFC Reference Entity having a combination of characteristics listed as eligible for such Eligible STEFC Reference Entity in, and permitted by, the List of Eligible STEFC Reference Entities. A STEFC Contract is a CDS Contract for purposes of Chapter 20.

STEFC Contract Reference Obligations

With respect to any Eligible STEFC Reference Entity, the Reference Obligation(s) listed under the heading “STEFC Contract Reference Obligations” for such Eligible STEFC Reference Entity in the List of Eligible STEFC Reference Entities (which, for the avoidance of doubt, may indicate “No Reference Obligation”, indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where “Standard Reference Obligation” is applicable to the STEFC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the STEFC Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions. In the case of a STEFC Reference Entity where the Transaction Type is Standard European Senior Non-Preferred Financial Corporate, the STEFC Contract Reference Obligation shall be determined in accordance with the Additional Provisions for Senior Non-Preferred Reference Obligations, as published by ISDA.

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STEFC Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of Subchapter 26E and this Subchapter 26H.

26H-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26H-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26H-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26H-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26H-206. Notices Required of Participants with respect to STEFC Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-

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Participant Party for whom such CDS Participant is acting) or an Eligible STEFC Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible STEFC Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible STEFC Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26H-303. STEFC Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a STEFC Contract but that:

(a) specifies an Eligible STEFC Reference Obligation as the "Reference Obligation", such Trade shall become an Open CDS Position in the STEFC Contract with the STEFC Contract Reference Obligation specified for such Eligible STEFC Reference Obligation in the List of Eligible STEFC Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the STEFC Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard European Financial Corporate or Standard European Senior Non-Preferred Financial Corporate, as applicable for such Eligible STEFC Reference Entity, such Trade shall become an Open CDS Position in the STEFC Contract otherwise equivalent to such Trade but specifying Standard European Financial Corporate or Standard European Senior Non-Preferred Financial Corporate, as the case may be, as the Transaction Type.

26H-309. Acceptance of STEFC Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26H-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a STEFC Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

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(i) at a time when the Fallback Settlement Method is applicable to such STEFC Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such STEFC Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any STEFC Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any STEFC Contract.

(c) A CDS Participant may not submit a Trade for clearance as a STEFC Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such Participant is acting) is, or is an Affiliate of, the Eligible STEFC Reference Entity for such STEFC Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible STEFC Reference Entity for such STEFC Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to circumstances giving rise to a Successor and a Succession Date but will no longer be subject to such circumstances upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such circumstances are given effect with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

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26H-315. Terms of the Cleared STEFC Contract.

(a) Any capitalized term used in this Subchapter 26H but not defined in these STEFC Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each STEFC Contract is the European Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the STEFC Rules only, the "**Credit Derivatives Definitions**"), are incorporated into the STEFC Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a STEFC Contract and these STEFC Rules, these STEFC Rules will govern.

(d) The following provisions shall apply:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEFC Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STEFC Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEFC Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26H-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

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(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(iv) With respect to STEFC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the 2014 Definitions shall not apply.

(e) The Settlement Method for particular STEFC Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(f) The following terms will apply to each STEFC Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The “Transaction Type” is Standard European Financial Corporate or Standard European Senior Non-Preferred Financial Corporate, as applicable for the Eligible STEFC Reference Entity.

(iv) The “Fixed Rate Payer Payment Dates” will be March 20, June 20, September 20 and December 20.

(v) The Financial Reference Entity Terms will apply.

(vi) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a STEFC Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such STEFC Contract is accepted for clearing pursuant to Rule 309.

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(g) For each STEFC Contract, the following terms will be determined according to the particular STEFC Contract submitted for clearing, subject to Rule 26H-303:

(i) Which of the Eligible STEFC Reference Entities is the “Reference Entity”.

(ii) Which of the STEFC Contract Reference Obligations specified for the Reference Entity in the List of Eligible STEFC Reference Entities is the “Reference Obligation”.

(iii) The “Trade Date”.

(iv) The “Effective Date”.

(v) Which of the eligible Scheduled Termination Dates specified for the “Reference Entity” in the List of Eligible STEFC Reference Entities is the “Scheduled Termination Date”.

(vi) The “Floating Rate Payer Calculation Amount”.

(vii) The “Floating Rate Payer”.

(viii) The “Fixed Rate Payer”.

(ix) The “Fixed Rate”.

(x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xi) The “Initial Payment Payer”.

(xii) The “Initial Payment Amount”.

(xiii) Which of the eligible Seniority Levels applies.

26H-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New Matrix**”) that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any STEFC Contract(s) (the “**Existing Matrix**”), and the Board or its designee determines that updating such STEFC Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the “**Matrix Update Date**” and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a “**Superseded Matrix**”) and so notifies CDS Participants, such STEFC Contracts shall, as of the close of business on the Matrix Update Date, become STEFC Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible STEFC Reference Entities shall be updated accordingly. Any Trade referencing a

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Superseded Matrix submitted for clearing as a STEFC Contract shall, upon acceptance for clearing, become a STEFC Contract referencing the New Matrix.

(b) The Board or its designee may determine a different Matrix Update Date applicable to individual STEFC Contracts or groups of STEFC Contracts or may determine a Matrix Update Date applicable to all STEFC Contracts referencing a Superseded Matrix, as it deems appropriate.

26H-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted STEFC Fixed Rates, (b) adding new Eligible STEFC Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible STEFC Reference Entities or (c) an update to the List of Eligible STEFC Reference Entities, as described in Rules 26H-316 and 26H-616.

26H-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible STEFC Reference Entities (and modifies the terms and conditions of related STEFC Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances giving rise to Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that “Standard Reference Obligation” will be applicable to an Eligible STEFC Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in STEFC Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (1) references to the 2014 Definitions shall be deemed to refer to such definitions as supplemented by the NTCE Supplement, (2) the NTCE Supplement shall be applicable to such Contract, (3) “Fallback Discounting” and “Credit Deterioration Requirement” shall be applicable to such Contract, and (4) it references the New Matrix with a Matrix Update Date of the NTCE Effective Date (or such other relevant implementation date for the New Matrix as ICE Clear Credit shall specify for this purpose). The amendments made by this rule 26H-616(b) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26I. Standard Western European Sovereign ("SWES") Single Name.

The rules in this Subchapter 26I apply to the clearance of SWES Contracts.

26I-102. Definitions.

Eligible SWES Reference Entities

Each particular Reference Entity included in the List of Eligible SWES Reference Entities as determined by ICE Clear Credit to be eligible (specifically the Republic of Ireland, the Italian Republic, the Portuguese Republic, the Kingdom of Spain, the Kingdom of Belgium, the Republic of Austria, the Kingdom of the Netherlands, the Federal Republic of Germany, the French Republic, the United Kingdom of Great Britain and Northern Ireland, the Republic of Finland, and the Hellenic Republic). For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible SWES Reference Entities, each such RED Code shall be treated as a separate Eligible SWES Reference Entity.

Eligible SWES Reference Obligations

With respect to any SWES Contract Reference Obligation for any Eligible SWES Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such SWES Contract Reference Obligation and Eligible SWES Reference Entity in the List of Eligible SWES Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation is applicable to the Eligible SWES Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible SWES Reference Obligation.

List of Eligible SWES Reference Entities

The list of Eligible SWES Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible SWES Reference Entity:

(a) the name of such Eligible SWES Reference Entity and the RED Code(s) for such Eligible SWES Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible SWES Reference Entity, which shall be "Standard Western European Sovereign";

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(c) each SWES Contract Reference Obligation and each Eligible SWES Reference Obligation for each such SWES Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date";

(e) the Sector "Government" (as published by Markit Group Limited or any successor thereto);

(f) the currency in which the Floating Rate Payer Calculation Amount must be denominated and the currency to be used for the calculation of Margin;

(g) the eligible Applicable Credit Derivatives Definitions;

(h) in the case of a 2014-Type CDS Contract, the eligible Seniority Levels; and

(i) in the case of a 2014-Type CDS Contract, whether "Standard Reference Obligation" is applicable.

Permitted SWES Fixed Rates

The Fixed Rates permitted for a SWES Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a SWES Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such SWES Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible SWES Reference Entity in, and permitted by, the List of Eligible SWES Reference Entities.

SWES Contract

A credit default swap in respect of any Eligible SWES Reference Entity having a combination of characteristics listed as eligible for such Eligible SWES Reference Entity in, and permitted by, the List of Eligible SWES Reference Entities. A SWES Contract is a CDS Contract for purposes of Chapter 20.

SWES Contract Reference Obligations

With respect to any Eligible SWES Reference Entity, the Reference Obligation(s) listed under the heading "SWES Contract Reference Obligations" for such Eligible SWES Reference Entity in the List of Eligible SWES Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the Eligible SWES Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the SWES Contract Reference

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Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

SWES Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of this Subchapter 26I.

26I-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26I-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26I-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26I-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

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26I-206. Notices Required of Participants with respect to SWES Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible SWES Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible SWES Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible SWES Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26I-303. SWES Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a SWES Contract but that:

(a) specifies an Eligible SWES Reference Obligation as the "Reference Obligation", such Trade shall become an Open CDS Position in the SWES Contract with the SWES Contract Reference Obligation specified for such Eligible SWES Reference Obligation in the List of Eligible SWES Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the SWES Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard Western European Sovereign, such Trade shall become an Open CDS Position in the SWES Contract otherwise equivalent to such Trade but specifying Standard Western European Sovereign as the Transaction Type.

26I-309. Acceptance of SWES Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26I-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a SWES Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

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(i) at a time when the Fallback Settlement Method is applicable to such SWES Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such SWES Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any SWES Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any SWES Contract.

(c) A CDS Participant may not submit a Trade for clearance as a SWES Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or acceptance or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such CDS Participant is acting) is, or is an Affiliate of, the Eligible SWES Reference Entity for such SWES Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible SWES Reference Entity for such SWES Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) but will no longer be subject to such Succession Event or such circumstances, as the case may be, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such Succession Event is given effect or such circumstances are given effect, as the case may be, with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

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26I-315. Terms of the Cleared SWES Contract.

(a) Any capitalized term used in this Subchapter 26I but not defined in these SWES Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each SWES Contract is the European Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the SWES Rules only, the "**Credit Derivatives Definitions**") are incorporated into the SWES Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a SWES Contract and these SWES Rules, these SWES Rules will govern.

(d) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2003 Definitions:

(i) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a SWES Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (d) shall not constitute a Contract Modification.

(ii) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SWES Contracts; or".

(iii) Except for purposes of Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SWES Contract will be deemed to have been effectively delivered by the Notifying Party for a Credit Event other than Restructuring on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has

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occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SWES Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26I-315(d)(iii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iv) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(v) With respect to SWES Contracts for which it is Resolved by the applicable Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

(vi) Notwithstanding Section 2.9 of the Credit Derivatives Definitions, the initial Fixed Rate Payer Calculation Period shall commence on, and include, the Fixed Rate Payer Payment Date falling on or immediately prior to the calendar day immediately following the Trade Date.

For purposes of this provision, Section 2.10 of the Credit Derivatives Definitions shall be deemed amended by deleting the words "during the term of the transaction".

(e) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2014 Definitions:

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(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SWES Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SWES Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SWES Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26I-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(iv) With respect to SWES Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

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(v) Section 11.4 of the 2014 Definitions shall not apply.

(f) The Settlement Method for particular SWES Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(g) The following terms will apply to each SWES Contract:

(i) The "Agreement" is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The "Transaction Type" is Standard Western European Sovereign.

(iii) The "Calculation Agent" is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iv) The "Fixed Rate Payer Payment Dates" will be March 20, June 20, September 20 and December 20.

(v) The "Initial Payment Date" will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a SWES Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the "Initial Payment Date" will be the date that is the first Business Day following the date as of which such SWES Contract is accepted for clearing pursuant to Rule 309.

(h) For each SWES Contract, the following terms will be determined according to the particular SWES Contract submitted for clearing, subject to Rule 26I-303:

(i) Which of the Eligible SWES Reference Entities is the "Reference Entity".

(ii) Which of the SWES Contract Reference Obligations specified for the Reference Entity in the List of Eligible SWES Reference Entities is the "Reference Obligation".

(iii) The "Trade Date".

(iv) The "Effective Date".

(v) Which of the eligible Scheduled Termination Dates specified for the "Reference Entity" in the List of Eligible SWES Reference Entities is the "Scheduled Termination Date".

(vi) The "Floating Rate Payer Calculation Amount".

(vii) The "Floating Rate Payer".

(viii) The "Fixed Rate Payer".

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(ix) The “Fixed Rate”.

(x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xi) The “Initial Payment Payer”.

(xii) The “Initial Payment Amount”.

(xiii) Which of the eligible Applicable Credit Derivatives Definitions applies.

(xiv) In the case of a 2014-Type CDS Contract, which of the eligible Seniority Levels applies.

26I-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New SWES Matrix**”) that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any SWES Contract(s), and the Board or its designee determines that updating such SWES Contract(s) to reference the New SWES Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the “**SWES Matrix Update Date**” and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a “**Superseded SWES Matrix**”) and so notifies CDS Participants, such SWES Contracts shall, as of the close of business on the SWES Matrix Update Date, become SWES Contracts referencing the New SWES Matrix as the Relevant Physical Settlement Matrix and the List of Eligible SWES Reference Entities shall be updated accordingly. Any Trade referencing a Superseded SWES Matrix submitted for clearing as a SWES Contract shall, upon acceptance for clearing, become a SWES Contract referencing the New SWES Matrix.

(b) The Board or its designee may determine a different SWES Matrix Update Date applicable to individual SWES Contracts or groups of SWES Contracts or may determine a SWES Matrix Update Date applicable to all SWES Contracts referencing a Superseded SWES Matrix, as it deems appropriate.

26I-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted SWES Fixed Rates, (b) adding new Eligible SWES Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible SWES Reference Entities or (c) an update to the List of Eligible SWES Reference Entities, as described in Rules 26I-316 and 26I-616.

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26I-616. Contract Modification.

It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible SWES Reference Entities (and modifies the terms and conditions of related SWES Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances that give rise to Successors and Succession Dates, or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that “Standard Reference Obligation” will be applicable to an Eligible SWES Reference Entity shall not constitute a Contract Modification.

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26J. iTraxx Asia/Pacific.

The rules in this Subchapter 26J apply to the clearance of iTraxx Asia/Pacific Untranched Contracts.

26J-102. Definitions.

iTraxx Asia/Pacific Untranched Contract

A credit default swap in respect of any Eligible iTraxx Asia/Pacific Untranched Index and governed by any iTraxx Asia/Pacific Untranched Terms Supplement. An iTraxx Asia/Pacific Untranched Contract is a CDS Contract for purposes of Chapter 20.

iTraxx Asia/Pacific Untranched Publisher

Markit Group Limited or its successor, or any successor sponsor of the Eligible iTraxx Asia/Pacific Untranched Indexes it publishes.

iTraxx Asia/Pacific Untranched Rules

The rules set forth in Chapters 1 through 8 and 20 through 22, inclusive, as modified by the provisions of Subchapter 26E and this Subchapter 26J.

iTraxx Asia/Pacific Untranched Terms Supplement

Any one of the following:

(a) The iTraxx Asia/Pacific Legacy Untranched Standard Terms Supplement as published on September 20, 2014 together with the fourth paragraph of the form of confirmation published on September 20, 2014 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the "**Legacy 2014 Supplement**").

(b) The iTraxx Asia/Pacific Untranched Standard Terms Supplement as published on September 20, 2014 together with the third paragraph of the form of confirmation published on September 20, 2014 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the "**New 2014 Supplement**", and together with the Legacy 2014 Supplement, the "**2014 Supplements**").

(c) The iTraxx Asia/Pacific Untranched Standard Terms Supplement as published in January 2020 together with the third paragraph of the form of confirmation published in January 2020 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the "**2020 Supplement**").

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(d) The iTraxx Asia/Pacific Legacy Untranched Standard Terms Supplement as published in January 2020 together with the fourth paragraph of the form of confirmation published in January 2020 with respect to such standard terms supplement (or any relevant electronic equivalent thereof) (the "**Legacy 2020 Supplement**").

(e) Such other supplement as may be specified in relation to any Eligible iTraxx Asia/Pacific Untranched Index by ICE Clear Credit, including any successor to any of the documents listed in subparagraphs (a)-(d) of this definition.

For purposes of each iTraxx Asia/Pacific Untranched Contract, a reference in the iTraxx Asia/Pacific Untranched Terms Supplement to an "iTraxx Master Transaction" shall be deemed a reference to an iTraxx Asia/Pacific Untranched Contract.

Eligible iTraxx Asia/Pacific Untranched Index

Each particular series and version of an iTraxx Asia ex-Japan or iTraxx Australia index or sub-index, as published by the iTraxx Asia/Pacific Untranched Publisher, determined by ICE Clear Credit to be eligible and included in the List of Eligible iTraxx Asia/Pacific Untranched Indexes.

List of Eligible iTraxx Asia/Pacific Untranched Indexes

The list of Eligible iTraxx Asia/Pacific Untranched Indexes, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information with respect to each index:

(a) the name (either iTraxx Asia ex-Japan or iTraxx Australia) and series, including any applicable sub-index designation;

(b) the "Effective Date";

(c) one or more eligible "Scheduled Termination Dates" and the applicable "Fixed Rate" for each such date;

(d) the Relevant iTraxx Asia/Pacific Untranched Terms Supplement;

(e) the versions (and related annex dates) eligible for clearing (and, if applicable for the relevant index, the Applicable Credit Derivatives Definitions for each component); and

(f) any inactive versions (and related annex dates), i.e., those that have been determined to be fungible with later versions.

Relevant iTraxx Asia/Pacific Untranched Terms Supplement

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With respect to an Eligible iTraxx Asia/Pacific Untranched Index, the iTraxx Asia/Pacific Untranched Terms Supplement specified for such Eligible iTraxx Asia/Pacific Untranched Index in the List of Eligible iTraxx Asia/Pacific Untranched Indexes.

26J-309. Acceptance of iTraxx Asia/Pacific Untranched Contracts by ICE Clear Credit.

(a) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a iTraxx Asia/Pacific Untranched Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to a Credit Event with respect to such iTraxx Asia/Pacific Untranched Contract; or

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for a Credit Event with respect to such iTraxx Asia/Pacific Untranched Contract;

(such time with respect to any iTraxx Asia/Pacific Untranched Contract, the "**Clearance Cut-off Time**"); provided that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clause (i) or (ii) above as the Clearance Cut-off Time with respect to any iTraxx Asia/Pacific Untranched Contract. CDS Participants may again submit Trades for clearance as such iTraxx Asia/Pacific Untranched Contract, and such Trades shall again be Conforming Trades, following receipt of notice from ICE Clear Credit that a Fungibility Date (as defined in Rule 26J-316) has occurred with respect to such iTraxx Asia/Pacific Untranched Contract.

(b) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

26J-315. Terms of the Cleared iTraxx Asia/Pacific Untranched Contract.

(a) Any capitalized term used in this Subchapter 26J but not defined in these iTraxx Asia/Pacific Untranched Rules shall have the meaning provided in the Relevant iTraxx Asia/Pacific Untranched Terms Supplement.

(b) For purposes of the CDS Committee Rules, the CDS Region for each iTraxx Asia/Pacific Untranched Contract is the Asian Region.

(c) Each iTraxx Asia/Pacific Untranched Contract will be governed by the Relevant iTraxx Asia/Pacific Untranched Terms Supplement, as modified by these iTraxx Asia/Pacific Untranched Rules. In the event of any inconsistency between the Relevant iTraxx Asia/Pacific Untranched Terms Supplement or the Confirmation (including in electronic form) for a iTraxx Asia/Pacific Untranched Contract and

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these iTraxx Asia/Pacific Untranched Rules, these iTraxx Asia/Pacific Untranched Rules will govern.

26J-316. Updating Index Version of Fungible Contracts After a Credit Event or a Succession Event; Updating Relevant Untranched Standard Terms Supplement.

(a) Where the iTraxx Asia/Pacific Untranched Publisher of an Eligible iTraxx Asia/Pacific Untranched Index publishes one or more subsequent versions or annexes of the relevant series following a Credit Event or a Succession Event or circumstances giving rise to a Successor and Succession Date with respect to a Reference Entity included in such series, and the Board or its designee determines that iTraxx Asia/Pacific Untranched Contracts referencing the earlier version or annex of such series are fungible with iTraxx Asia/Pacific Untranched Contracts referencing a later version or annex of such series that is an Eligible iTraxx Asia/Pacific Untranched Index and so notifies CDS Participants, iTraxx Asia/Pacific Untranched Contracts referencing the earlier version or annex of such series shall become iTraxx Asia/Pacific Untranched Contracts referencing such later version or annex of such series on the date determined by the Board or its designee (the "**Fungibility Date**"). Any iTraxx Asia/Pacific Untranched Contracts referencing the earlier version or annex of such series submitted for clearing after the related Fungibility Date shall, upon acceptance for clearing, become a iTraxx Asia/Pacific Untranched Contract referencing the latest version or annex of such series that the Board or its designee has determined is fungible with such earlier version or annex.

(b) Where a new version of the iTraxx Asia/Pacific Untranched Terms Supplement (a "**New Standard Terms**") is published as of a date that is subsequent to the date of the version that is specified as the Relevant iTraxx Asia/Pacific Untranched Terms Supplement for any iTraxx Asia/Pacific Untranched Contract(s) (the "**Existing Standard Terms**"), and the Board or its designee determines that iTraxx Asia/Pacific Untranched Contracts referencing the Existing Standard Terms are fungible with iTraxx Asia/Pacific Untranched Contracts referencing the New Standard Terms, and so notifies CDS Participants, iTraxx Asia/Pacific Untranched Contracts referencing the Existing Standard Terms shall become iTraxx Asia/Pacific Untranched Contracts referencing the New Standard Terms on the date determined by the Board or its designee (the "**Standard Terms Update Date**" and each prior iTraxx Asia/Pacific Untranched Terms Supplement subject to such determination, a "**Superseded Standard Terms**"). Any Trade referencing a Superseded Standard Terms submitted for clearing as a iTraxx Asia/Pacific Untranched Contract shall, upon acceptance for clearing, become a iTraxx Asia/Pacific Untranched Contract referencing the New Standard Terms.

(c) The Board or its designee may determine a different Fungibility Date or Standard Terms Update Date applicable to individual iTraxx Asia/Pacific Untranched Contracts or groups of iTraxx Asia/Pacific Untranched Contracts or may determine a Fungibility Date or Standard Terms Update Date applicable to all

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iTraxx Asia/Pacific Untranched Contracts referencing the earlier version or annex of a series described in clauses (a) or (b) of this Rule, as it deems appropriate.

(d) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in iTraxx Asia/Pacific Untranched Contracts that are NTCE Amended Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract shall be deemed amended such that it references the 2020 Supplement in lieu of the 2014 Supplement or the Legacy 2020 Supplement in lieu of the Legacy 2014 Supplement, as the case may be, in effect prior to such date. The amendments made by this rule 26J-316(d) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

26J-317. Terms of iTraxx Asia/Pacific Untranched Contracts.

With respect to each iTraxx Asia/Pacific Untranched Contract, the following terms will apply:

(a) The following provisions will apply to each iTraxx Asia/Pacific Untranched Contract or component thereof to which the 2003 Definitions apply under the Relevant iTraxx Asia/Pacific Untranched Terms Supplement:

(i) Section 3.2(c)(i) of the 2003 Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Asia/Pacific Untranched Contracts; or".

(ii) For the purposes of any determination as to whether a Credit Event has occurred in respect of a Reference Entity or an Obligation thereof:

(A) at any time up to but excluding June 20, 2009; or

(B) if (1) a Credit Event Resolution Request Date occurs or (2) a Credit Event Notice and a Notice of Publicly Available Information are deemed delivered pursuant to Rule 2101-02(f) by a Notifying Party, in either case before June 20, 2009,

the Credit Event Backstop Date with respect to such determination shall be deemed to be the Effective Date.

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(iii) For the purposes of any determination as to whether a Succession Event has occurred in respect of a Reference Entity:

(A) at any time up to but excluding June 20, 2009; or

(B) if (1) a Succession Event Resolution Request Date occurs or (2) a Succession Event Notice is deemed delivered pursuant to Rule 2101-02(f), in either case before June 20, 2009,

the Succession Event Backstop Date with respect to such Reference Entity shall be deemed to be the Effective Date.

(iv) Except for purposes of Rule 26J-317(a)(ii) and Section 1.23 of the 2003 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a iTraxx Asia/Pacific Untranched Contract for a Credit Event other than Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Asia/Pacific Untranched Contract. Notwithstanding anything to the contrary in the 2003 Definitions or any Relevant iTraxx Asia/Pacific Untranched Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26J-317(a)(iv) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(v) Section 1.8(a)(ii)(A)(I)(3)(y) of the 2003 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(vi) Section 1.30 of the 2003 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” in clause (ii) of the last sentence thereof with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(vii) With respect to iTraxx Asia/Pacific Untranched Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit

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Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the 2003 Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the 2003 Definitions.

(b) The following provisions will apply to each iTraxx Asia/Pacific Untranched Contract or component thereof to which the 2014 Definitions apply under the Relevant iTraxx Asia/Pacific Untranched Terms Supplement:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Asia/Pacific Untranched Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a iTraxx Asia/Pacific Untranched Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such iTraxx Asia/Pacific Untranched Contract. Notwithstanding anything to the contrary in the 2014 Definitions or the Relevant iTraxx Asia/Pacific Untranched Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26J-317(b)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid. For the avoidance of doubt, Section C.2 of the Legacy 2014 Supplement and Section 5.7 of the New 2014 Supplement shall not apply.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

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(iv) With respect to iTraxx Asia/Pacific Untranched Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(c) The Settlement Method for particular iTraxx Asia/Pacific Untranched Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(d) Notwithstanding anything to the contrary in the Relevant iTraxx Asia/Pacific Untranched Terms Supplement, the Reference Obligation for purposes of a New Trade (as defined therein) will be the Reference Obligation for the Restructured Entity in question as specified by ICE Clear Credit following consultation with the CDS Risk Committee (which for the avoidance of doubt may be determined by reference to any Standard Reference Obligation).

(e) The following terms will apply to each iTraxx Asia/Pacific Untranched Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The “Effective Date” is the date specified in the List of Eligible iTraxx Asia/Pacific Indexes for the relevant Index.

(iii) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iv) “De Minimis Cash Settlement” under the Relevant iTraxx Asia/Pacific Untranched Terms Supplement is not applicable.

(v) The “Fixed Rate” is the rate specified in the List of Eligible iTraxx Asia/Pacific Indexes for the relevant Index and Scheduled Termination Date.

(vi) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a iTraxx Asia/Pacific Untranched Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment

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Date" will be the date that is the first Business Day following the date as of which such iTraxx Asia/Pacific Untranched Contract is accepted for clearing pursuant to Rule 309.

(f) For each iTraxx Asia/Pacific Untranched Contract, the following terms will be determined according to the particular iTraxx Asia/Pacific Untranched Contract submitted for clearing:

(i) Which of the Eligible iTraxx Asia/Pacific Untranched Indexes is the "Index".

(ii) The "Annex Date".

(iii) The "Trade Date".

(iv) Which of the eligible Scheduled Termination Dates specified for the Index in the List of Eligible iTraxx Asia/Pacific Untranched Indexes is the "Scheduled Termination Date".

(v) The "Original Notional Amount".

(vi) The "Floating Rate Payer".

(vii) The "Fixed Rate Payer".

(viii) The "Initial Payment Payer".

(ix) The "Initial Payment Amount".

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26L. Asia/Pacific Sovereign ("SAS") Single Name.

The rules in this Subchapter 26L apply to the clearance of SAS Contracts.

26L-102. Definitions.

Eligible SAS Reference Entities

Each particular Reference Entity included in the List of Eligible SAS Reference Entities as determined by ICE Clear Credit to be eligible (specifically the Commonwealth of Australia, the Malaysian Federation, the People's Republic of China, the Republic of Indonesia, the Republic of Korea, the Republic of the Philippines and the Kingdom of Thailand). For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible SAS Reference Entities, each such RED Code shall be treated as a separate Eligible SAS Reference Entity.

Eligible SAS Reference Obligations

With respect to any SAS Contract Reference Obligation for any Eligible SAS Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such SAS Contract Reference Obligation and Eligible SAS Reference Entity in the List of Eligible SAS Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the SAS Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible SAS Reference Obligation.

List of Eligible SAS Reference Entities

The list of Eligible SAS Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts)) with respect to each Eligible SAS Reference Entity:

(a) the name of such Eligible SAS Reference Entity and the RED Code(s) for such Eligible SAS Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible SAS Reference Entity, which shall be Standard Australia Sovereign, in the case of the Commonwealth of Australia, and Standard Asia Sovereign, in the case of other Eligible SAS Reference Entities;

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(c) each SAS Contract Reference Obligation and each Eligible SAS Reference Obligation for each such SAS Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date"; and

(e) the Sector "Government" (as published by Markit Group Limited or any successor thereto);

(f) the currency in which the Floating Rate Payer Calculation Amount must be denominated and the currency to be used for the calculation of Margin, which shall be USD;

(g) the Applicable Credit Derivatives Definitions;

(h) in the case of a 2014-Type CDS Contract, the eligible Seniority Levels; and

(i) in the case of a 2014-Type CDS Contract, whether "Standard Reference Obligation" is applicable.

Permitted SAS Fixed Rates

The Fixed Rates permitted for a SAS Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a SAS Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such SAS Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible SAS Reference Entity in, and permitted by, the List of Eligible SAS Reference Entities.

SAS Contract

A credit default swap in respect of any Eligible SAS Reference Entity having a combination of characteristics listed as eligible for such Eligible SAS Reference Entity in, and permitted by, the List of Eligible SAS Reference Entities. A SAS Contract is a CDS Contract for purposes of Chapter 20.

SAS Contract Reference Obligations

With respect to any Eligible SAS Reference Entity, the Reference Obligation(s) listed under the heading "SAS Contract Reference Obligations" for such Eligible SAS Reference Entity in the List of Eligible SAS Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the SAS Reference Entity and ICE Clear Credit has implemented the Standard Reference

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Obligation, the SAS Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

SAS Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of this Subchapter 26L.

26L-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) is subject to an event or agreement described in Rule 26L-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26L-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26L-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26L-206. Notices Required of Participants with respect to SAS Contracts.

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In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible SAS Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible SAS Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible SAS Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26L-303. SAS Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a SAS Contract but that:

(a) specifies an Eligible SAS Reference Obligation as the "Reference Obligation", such Trade shall become an Open CDS Position in the SAS Contract with the SAS Contract Reference Obligation specified for such Eligible SAS Reference Obligation in the List of Eligible SAS Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the SAS Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard Australia Sovereign or Standard Asia Sovereign, as applicable, such Trade shall become an Open CDS Position in the SAS Contract otherwise equivalent to such Trade but specifying Standard Australia Sovereign or Standard Asia Sovereign, as applicable, as the Transaction Type.

26L-309. Acceptance of SAS Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26L-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a SAS Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

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(i) at a time when the Fallback Settlement Method is applicable to such SAS Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such SAS Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any SAS Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any SAS Contract.

(c) A CDS Participant may not submit a Trade for clearance as a SAS Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or acceptance or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such CDS Participant is acting) is, or is an Affiliate of, the Eligible SAS Reference Entity for such SAS Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible SAS Reference Entity for such SAS Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) but will no longer be subject to such Succession Event or such circumstances, as the case may be, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such Succession Event is given effect or such circumstances are given effect, as the case may be, with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

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26L-315. Terms of the Cleared SAS Contract.

(a) Any capitalized term used in this Subchapter 26L but not defined in these SAS Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each SAS Contract is the Asian Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the SAS Rules only, the "**Credit Derivatives Definitions**") are incorporated into the SAS Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a SAS Contract and these SAS Rules, these SAS Rules will govern.

(d) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2003 Definitions:

(i) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a SAS Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (d) shall not constitute a Contract Modification.

(ii) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SAS Contracts; or".

(iii) Except for purposes of Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SAS Contract will be deemed to have been effectively delivered by the Notifying Party for a Credit Event other than Restructuring on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has

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occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SAS Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26L-315(d)(iii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iv) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(v) With respect to SAS Contracts for which it is Resolved by the applicable Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

(vi) Notwithstanding Section 2.9 of the Credit Derivatives Definitions, the initial Fixed Rate Payer Calculation Period shall commence on, and include, the Fixed Rate Payer Payment Date falling on or immediately prior to the calendar day immediately following the Trade Date.

For purposes of this provision, Section 2.10 of the Credit Derivatives Definitions shall be deemed amended by deleting the words "during the term of the transaction".

(e) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2014 Definitions:

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(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with an "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SAS Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SAS Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SAS Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26L-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(iv) With respect to SAS Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

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(v) Section 11.4 of the Credit Derivatives Definitions shall not apply.

(f) The Settlement Method for particular SAS Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(g) The following terms will apply to each SAS Contract:

(i) The "Agreement" is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The "Calculation Agent" is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The "Fixed Rate Payer Payment Dates" will be March 20, June 20, September 20 and December 20.

(iv) The "Initial Payment Date" will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a SAS Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the "Initial Payment Date" will be the date that is the first Business Day following the date as of which such SAS Contract is accepted for clearing pursuant to Rule 309.

(h) For each SAS Contract, the following terms will be determined according to the particular SAS Contract submitted for clearing, subject to Rule 26L-303:

(i) Which of the Eligible SAS Reference Entities is the "Reference Entity".

(ii) Which of the SAS Contract Reference Obligations specified for the Reference Entity in the List of Eligible SAS Reference Entities is the "Reference Obligation".

(iii) The "Trade Date".

(iv) The "Effective Date".

(v) Which of the eligible Scheduled Termination Dates specified for the "Reference Entity" in the List of Eligible SAS Reference Entities is the "Scheduled Termination Date".

(vi) The "Floating Rate Payer Calculation Amount".

(vii) The "Floating Rate Payer".

(viii) The "Fixed Rate Payer".

(ix) The "Fixed Rate".

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(x) The “Transaction Type”, which must be Standard Australia Sovereign or Standard Asia Sovereign, as applicable.

(xi) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xii) The “Initial Payment Payer”.

(xiii) The “Initial Payment Amount”.

(xiv) Which of the eligible Applicable Credit Derivatives Definitions applies.

(xv) In the case of a 2014-Type CDS Contract, which of the eligible Seniority Levels applies.

26L-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New SAS Matrix**”) that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any SAS Contract(s), and the Board or its designee determines that updating such SAS Contract(s) to reference the New SAS Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the “**SAS Matrix Update Date**” and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a “**Superseded SAS Matrix**”) and so notifies CDS Participants, such SAS Contracts shall, as of the close of business on the SAS Matrix Update Date, become SAS Contracts referencing the New SAS Matrix as the Relevant Physical Settlement Matrix and the List of Eligible SAS Reference Entities shall be updated accordingly. Any Trade referencing a Superseded SAS Matrix submitted for clearing as a SAS Contract shall, upon acceptance for clearing, become a SAS Contract referencing the New SAS Matrix.

(b) The Board or its designee may determine a different SAS Matrix Update Date applicable to individual SAS Contracts or groups of SAS Contracts or may determine a SAS Matrix Update Date applicable to all SAS Contracts referencing a Superseded SAS Matrix, as it deems appropriate.

26L-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted SAS Fixed Rates, (b) adding new Eligible SAS Reference Entities and related Transaction Types, and adding and/or Modifying any other entries in any of the fields in the List of Eligible SAS Reference Entities or (c) an update to the List of Eligible SAS Reference Entities, as described in Rules 26L-316 and 26L-616.

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26L-616. Contract Modification.

It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible SAS Reference Entities (and modifies the terms and conditions of related SAS Contracts) to give effect to determinations by the applicable Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances that give rise to Successors and Succession Dates, or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that “Standard Reference Obligation” will be applicable to an Eligible SAS Reference Entity shall not constitute a Contract Modification.

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26M. Standard Australian Corporate ("STAC") Single Name.

The rules in this Subchapter 26M apply to the clearance of STAC Contracts.

26M-102. Definitions.

Eligible STAC Reference Entities

Each particular Reference Entity included in the List of Eligible STAC Reference Entities, as determined by ICE Clear Credit to be eligible. For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "RED Codes") for a particular Reference Entity listed in the List of Eligible STAC Reference Entities, each such RED Code shall be treated as a separate Eligible STAC Reference Entity.

Eligible STAC Reference Obligations

With respect to any STAC Contract Reference Obligation for any Eligible STAC Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such STAC Contract Reference Obligation and Eligible STAC Reference Entity in the List of Eligible STAC Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STAC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible STAC Reference Obligation.

Eligible STAC Sector

With respect to any STAC Sector (as published by Markit Group Limited or any successor thereto) for any Eligible STAC Reference Entity, the Eligible STAC Sectors listed under the heading "Sector as reported in Rollout Schedule" for such Eligible STAC Reference Entities in the List of Eligible STAC Reference Entities shall be any of the following:

(a) Basic Materials;

(b) Consumer Goods;

(c) Consumer Services;

(d) Energy;

(e) Financials;

(f) Healthcare;

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(g) Industrials;

(h) Technology;

(i) Telecommunications Services; and

(j) Utilities.

List of Eligible STAC Reference Entities

The list of Eligible STAC Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible STAC Reference Entity:

(a) the name of such Eligible STAC Reference Entity and the RED Code(s) for such Eligible STAC Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible STAC Reference Entity (which shall be Standard Australian Corporate);

(c) each STAC Contract Reference Obligation and each Eligible STAC Reference Obligation for each such STAC Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date";

(e) the Eligible STAC Sector;

(f) the eligible Applicable Credit Derivatives Definitions for such Contract;

(g) in the case of a 2014-Type CDS Contract, the eligible Seniority Levels for such Contract; and

(h) in the case of a 2014-Type CDS Contract, whether "Standard Reference Obligation" is applicable.

Permitted STAC Fixed Rates

The Fixed Rates permitted for a STAC Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a STAC Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such STAC Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible STAC Reference Entity in, and permitted by, the List of Eligible STAC Reference Entities.

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STAC Contract

A credit default swap in respect of any Eligible STAC Reference Entity having a combination of characteristics listed as eligible for such Eligible STAC Reference Entity in, and permitted by, the List of Eligible STAC Reference Entities. A STAC Contract is a CDS Contract for purposes of Chapter 20.

STAC Contract Reference Obligations

With respect to any Eligible STAC Reference Entity, the Reference Obligation(s) listed under the heading "STAC Contract Reference Obligations" for such Eligible STAC Reference Entity in the List of Eligible STAC Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STAC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the STAC Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

STAC Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of Subchapter 26E and this Subchapter 26M.

26M-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26M-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26M-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant

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shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26M-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26M-206. Notices Required of Participants with respect to STAC Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible STAC Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible STAC Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible STAC Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26M-303. STAC Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a STAC Contract but that:

(a) specifies an Eligible STAC Reference Obligation as the “Reference Obligation”, such Trade shall become an Open CDS Position in the STAC Contract with the STAC Contract Reference Obligation specified for such Eligible STAC Reference Obligation in the List of Eligible STAC Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the STAC Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard Australian Corporate, such Trade shall become an Open CDS Position in the STAC Contract otherwise

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equivalent to such Trade but specifying Standard Australian Corporate as the Transaction Type.

26M-309. Acceptance of STAC Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26M-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a STAC Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to such STAC Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such STAC Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any STAC Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any STAC Contract.

(c) A CDS Participant may not submit a Trade for clearance as a STAC Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such Participant is acting) is, or is an Affiliate of, the Eligible STAC Reference Entity for such STAC Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible STAC Reference Entity for such STAC Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

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(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) but will no longer be subject to such Succession Event or such circumstances, as the case may be, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such Succession Event is given effect or such circumstances are given effect, as the case may be, with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

26M-315. Terms of the Cleared STAC Contract.

(a) Any capitalized term used in this Subchapter 26M but not defined in these STAC Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each STAC Contract is the Asian Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the STAC Rules only, the "**Credit Derivatives Definitions**"), are incorporated into the STAC Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a STAC Contract and these STAC Rules, these STAC Rules will govern.

(d) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2003 Definitions:

(i) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a STAC Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (d) shall not constitute a Contract Modification.

(ii) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

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"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STAC Contracts; or''.

(iii) Except for purposes of Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STAC Contract will be deemed to have been effectively delivered by the Notifying Party for a Credit Event other than Restructuring on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STAC Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (A) the deemed delivery as provided in this Rule 26M-315(d)(iii) or (B) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iv) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(v) With respect to STAC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

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(vi) Notwithstanding Section 2.9 of the Credit Derivatives Definitions, the initial Fixed Rate Payer Calculation Period shall commence on, and include, the Fixed Rate Payer Payment Date falling on or immediately prior to the calendar day immediately following the Trade Date.

For purposes of this provision, Section 2.10 of the 2003 Definitions shall be deemed amended by deleting the words "during the term of the transaction".

(e) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2014 Definitions:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the"." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STAC Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STAC Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STAC Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26M-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(iv) With respect to STAC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives

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Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the 2014 Definitions shall not apply.

(f) The Settlement Method for particular STAC Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(g) The following terms will apply to each STAC Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The “Transaction Type” is Standard Australian Corporate.

(iv) The “Fixed Rate Payer Payment Dates” will be March 20, June 20, September 20 and December 20.

(v) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a STAC Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such STAC Contract is accepted for clearing pursuant to Rule 309.

(h) For each STAC Contract, the following terms will be determined according to the particular STAC Contract submitted for clearing, subject to Rule 26M-303:

(i) Which of the Eligible STAC Reference Entities is the “Reference Entity”.

(ii) Which of the STAC Contract Reference Obligations specified for the Reference Entity in the List of Eligible STAC Reference Entities is the “Reference Obligation”.

(iii) The ‘‘Trade Date”.

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(iv) The “Effective Date”.

(v) Which of the eligible Scheduled Termination Dates specified for the “Reference Entity” in the List of Eligible STAC Reference Entities is the “Scheduled Termination Date”.

(vi) The “Floating Rate Payer Calculation Amount”.

(vii) The “Floating Rate Payer’’.

(viii) The “Fixed Rate Payer”.

(ix) The “Fixed Rate”.

(x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xii) The “Initial Payment Payer’’.

(xiii) The “Initial Payment Amount”.

(xiv) Which of the eligible Applicable Credit Derivatives Definitions applies.

(xv) In the case of a 2014-Type CDS Contract, which of the eligible Seniority Levels applies.

26M-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New Matrix**”) that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any STAC Contract(s) (the “**Existing Matrix**”), and the Board or its designee determines that updating such STAC Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the “**Matrix Update Date**” and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a “**Superseded Matrix**”) and so notifies CDS Participants, such STAC Contracts shall, as of the close of business on the Matrix Update Date, become STAC Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible STAC Reference Entities shall be updated accordingly. Any Trade referencing a Superseded Matrix submitted for clearing as a STAC Contract shall, upon acceptance for clearing, become a STAC Contract referencing the New Matrix.

(b) The Board or its designee may determine a different Matrix Update Date applicable to individual STAC Contracts or groups of STAC Contracts or may determine a Matrix Update Date applicable to all STAC Contracts referencing a Superseded Matrix, as it deems appropriate.

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26M-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted STAC Fixed Rates, (b) adding new Eligible STAC Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible STAC Reference Entities or (c) an update to the List of Eligible STAC Reference Entities, as described in Rules 26M-316 and 26M-616.

26M-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible STAC Reference Entities (and modifies the terms and conditions of related STAC Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances giving rise to Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that "Standard Reference Obligation" will be applicable to an Eligible STAC Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in STAC Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (1) references to the 2014 Definitions shall be deemed to refer to such definitions as supplemented by the NTCE Supplement, (2) the NTCE Supplement shall be applicable to such Contract, (3) "Fallback Discounting" and "Credit Deterioration Requirement" shall be applicable to such Contract, and (4) it references the New Matrix with a Matrix Update Date of the NTCE Effective Date (or such other relevant implementation date for the New Matrix as ICE Clear Credit shall specify for this purpose). The amendments made by this rule 26M-616(b) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26N. Standard Australian Financial Corporate ("STAFC") Single Name.

The rules in this Subchapter 26N apply to the clearance of STAFC Contracts.

26N-102. Definitions.

Eligible STAFC Reference Entities

Each particular Reference Entity included in the List of Eligible STAFC Reference Entities, as determined by ICE Clear Credit to be eligible. For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible STAFC Reference Entities, each such RED Code shall be treated as a separate Eligible STAFC Reference Entity.

Eligible STAFC Reference Obligations

With respect to any STAFC Contract Reference Obligation for any Eligible STAFC Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such STAFC Contract Reference Obligation and Eligible STAFC Reference Entity in the List of Eligible STAFC Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STAFC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible STAFC Reference Obligation.

List of Eligible STAFC Reference Entities

The list of Eligible STAFC Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible STAFC Reference Entity:

(a) the name of such Eligible STAFC Reference Entity and the RED Code(s) for such Eligible STAFC Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible STAFC Reference Entity (which shall be Standard Australian Financial Corporate);

(c) each STAFC Contract Reference Obligation and each Eligible STAFC Reference Obligation for each such STAFC Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date";

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(e) the Sector "Financials" (as published by Markit Group Limited or any successor thereto);

(f) the Applicable Credit Derivatives Definitions for such Contract, which shall be the 2014 Definitions;

(g) the eligible Seniority Levels for such Contract; and

(h) whether "Standard Reference Obligation" is applicable.

Permitted STAFC Fixed Rates

The Fixed Rates permitted for a STAFC Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a STAFC Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such STAFC Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible STAFC Reference Entity in, and permitted by, the List of Eligible STAFC Reference Entities.

STAFC Contract

A credit default swap in respect of any Eligible STAFC Reference Entity having a combination of characteristics listed as eligible for such Eligible STAFC Reference Entity in, and permitted by, the List of Eligible STAFC Reference Entities. A STAFC Contract is a CDS Contract for purposes of Chapter 20.

STAFC Contract Reference Obligations

With respect to any Eligible STAFC Reference Entity, the Reference Obligation(s) listed under the heading "STAFC Contract Reference Obligations" for such Eligible STAFC Reference Entity in the List of Eligible STAFC Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STAFC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the STAFC Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

STAFC Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of Subchapter 26E and this Subchapter 26N.

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26N-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26N-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26N-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26N-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26N-206. Notices Required of Participants with respect to STAFC Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible STAFC Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible STAFC Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible STAFC Reference Entity are the same entity or are

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or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26N-303. STAFC Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a STAFC Contract but that:

(a) specifies an Eligible STAFC Reference Obligation as the "Reference Obligation", such Trade shall become an Open CDS Position in the STAFC Contract with the STAFC Contract Reference Obligation specified for such Eligible STAFC Reference Obligation in the List of Eligible STAFC Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the STAFC Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard Australian Financial Corporate, such Trade shall become an Open CDS Position in the STAFC Contract otherwise equivalent to such Trade but specifying Standard Australian Financial Corporate as the Transaction Type.

26N-309. Acceptance of STAFC Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26N-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a STAFC Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to such STAFC Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such STAFC Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off

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Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any STAFC Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut- off Time with respect to any STAFC Contract.

(c) A CDS Participant may not submit a Trade for clearance as a STAFC Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such Participant is acting) is, or is an Affiliate of, the Eligible STAFC Reference Entity for such STAFC Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible STAFC Reference Entity for such STAFC Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to circumstances giving rise to a Successor and a Succession Date but will no longer be subject to such circumstances upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such circumstances are given effect with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

26N-315. Terms of the Cleared STAFC Contract.

(a) Any capitalized term used in this Subchapter 26N but not defined in these STAFC Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each STAFC Contract is the Asian Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the STAFC Rules only, the "**Credit Derivatives Definitions**"), are incorporated into the STAFC Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation

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(including in electronic form) for a STAFC Contract and these STAFC Rules, these STAFC Rules will govern.

(d) The following provisions shall apply:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STAFC Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STAFC Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STAFC Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26N-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(iv) With respect to STAFC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement

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Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the 2014 Definitions shall not apply.

(e) The Settlement Method for particular STAFC Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(f) The following terms will apply to each STAFC Contract:

(i) The "Agreement" is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The "Calculation Agent" is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The "Transaction Type" is Standard Australian Financial Corporate.

(iv) The "Fixed Rate Payer Payment Dates" will be March 20, June 20, September 20 and December 20.

(v) The Financial Reference Entity Terms will apply.

(vi) The "Initial Payment Date" will be the date that is the first Business Day immediately following the Trade Date; *provided* that with respect to a STAFC Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the "Initial Payment Date" will be the date that is the first Business Day following the date as of which such STAFC Contract is accepted for clearing pursuant to Rule 309.

(g) For each STAFC Contract, the following terms will be determined according to the particular STAFC Contract submitted for clearing, subject to Rule 26N-303:

(i) Which of the Eligible STAFC Reference Entities is the "Reference Entity".

(ii) Which of the STAFC Contract Reference Obligations specified for the Reference Entity in the List of Eligible STAFC Reference Entities is the "Reference Obligation".

(iii) The "Trade Date".

(iv) The "Effective Date".

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(v) Which of the eligible Scheduled Termination Dates specified for the "Reference Entity" in the List of Eligible STAFC Reference Entities is the "Scheduled Termination Date".

(vi) The "Floating Rate Payer Calculation Amount".

(vii) The "Floating Rate Payer".

(viii) The "Fixed Rate Payer".

(ix) The "Fixed Rate".

(x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xi) The "Initial Payment Payer".

(xii) The "Initial Payment Amount".

(xiii) Which of the eligible Seniority Levels applies.

26N-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a "**New Matrix**") that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any STAFC Contract(s) (the "**Existing Matrix**"), and the Board or its designee determines that updating such STAFC Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the "**Matrix Update Date**" and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a "**Superseded Matrix**") and so notifies CDS Participants, such STAFC Contracts shall, as of the close of business on the Matrix Update Date, become STAFC Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible STAFC Reference Entities shall be updated accordingly. Any Trade referencing a Superseded Matrix submitted for clearing as a STAFC Contract shall, upon acceptance for clearing, become a STAFC Contract referencing the New Matrix.

(b) The Board or its designee may determine a different Matrix Update Date applicable to individual STAFC Contracts or groups of STAFC Contracts or may determine a Matrix Update Date applicable to all STAFC Contracts referencing a Superseded Matrix, as it deems appropriate.

26N-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a

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Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted STAFC Fixed Rates, (b) adding new Eligible STAFC Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible STAFC Reference Entities or (c) an update to the List of Eligible STAFC Reference Entities, as described in Rules 26N-316 and 26N-616.

26N-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible STAFC Reference Entities (and modifies the terms and conditions of related STAFC Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances giving rise to Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that "Standard Reference Obligation" will be applicable to an Eligible STAFC Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in STAFC Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (1) references to the 2014 Definitions shall be deemed to refer to such definitions as supplemented by the NTCE Supplement, (2) the NTCE Supplement shall be applicable to such Contract, (3) "Fallback Discounting" and "Credit Deterioration Requirement" shall be applicable to such Contract, and (4) it references the New Matrix with a Matrix Update Date of the NTCE Effective Date (or such other relevant implementation date for the New Matrix as ICE Clear Credit shall specify for this purpose). The amendments made by this rule 26N-616(b) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26O. Standard Asia Corporate ("STASC") Single Name.

The rules in this Subchapter 26O apply to the clearance of STASC Contracts.

26O-102. Definitions.

Eligible STASC Reference Entities

Each particular Reference Entity included in the List of Eligible STASC Reference Entities, as determined by ICE Clear Credit to be eligible. For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible STASC Reference Entities, each such RED Code shall be treated as a separate Eligible STASC Reference Entity.

Eligible STASC Reference Obligations

With respect to any STASC Contract Reference Obligation for any Eligible STASC Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such STASC Contract Reference Obligation and Eligible STASC Reference Entity in the List of Eligible STASC Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STASC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible STASC Reference Obligation.

Eligible STASC Sector

With respect to any STASC Sector (as published by Markit Group Limited or any successor thereto) for any Eligible STASC Reference Entity, the Eligible STASC Sectors listed under the heading "Sector as reported in Rollout Schedule" for such Eligible STASC Reference Entities in the List of Eligible STASC Reference Entities shall be any of the following:

(a) Basic Materials;

(b) Consumer Goods;

(c) Consumer Services;

(d) Energy;

(e) Financials;

(f) Healthcare;

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(g) Industrials;

(h) Technology;

(i) Telecommunications Services; and

(j) Utilities.

List of Eligible STASC Reference Entities

The list of Eligible STASC Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible STASC Reference Entity:

(a) the name of such Eligible STASC Reference Entity and the RED Code(s) for such Eligible STASC Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible STASC Reference Entity (which shall be Standard Asia Corporate);

(c) each STASC Contract Reference Obligation and each Eligible STASC Reference Obligation for each such STASC Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date";

(e) the Eligible STASC Sector;

(f) the eligible Applicable Credit Derivatives Definitions for such Contract;

(g) in the case of a 2014-Type CDS Contract, the eligible Seniority Levels for such Contract; and

(h) in the case of a 2014-Type CDS Contract, whether "Standard Reference Obligation" is applicable.

Permitted STASC Fixed Rates

The Fixed Rates permitted for a STASC Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a STASC Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such STASC Contract, as specified in the combination of

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characteristics listed as eligible for the relevant Eligible STASC Reference Entity in, and permitted by, the List of Eligible STASC Reference Entities.

STASC Contract

A credit default swap in respect of any Eligible STASC Reference Entity having a combination of characteristics listed as eligible for such Eligible STASC Reference Entity in, and permitted by, the List of Eligible STASC Reference Entities. A STASC Contract is a CDS Contract for purposes of Chapter 20.

STASC Contract Reference Obligations

With respect to any Eligible STASC Reference Entity, the Reference Obligation(s) listed under the heading "STASC Contract Reference Obligations" for such Eligible STASC Reference Entity in the List of Eligible STASC Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STASC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the STASC Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

STASC Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of Subchapter 26E and this Subchapter 26O.

26O-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26O-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26O-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

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(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26O-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26O-206. Notices Required of Participants with respect to STASC Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible STASC Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible STASC Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible STASC Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26O-303. STASC Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a STASC Contract but that:

(a) specifies an Eligible STASC Reference Obligation as the “Reference Obligation”, such Trade shall become an Open CDS Position in the STASC Contract with the STASC Contract Reference Obligation specified for such Eligible STASC Reference Obligation in the List of Eligible STASC Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the STASC Contract for which no such Event Determination Date has occurred; and/or

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(c) specifies a Transaction Type other than Standard Asia Corporate, such Trade shall become an Open CDS Position in the STASC Contract otherwise equivalent to such Trade but specifying Standard Asia Corporate as the Transaction Type.

26O-309. Acceptance of STASC Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26O-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a STASC Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to such STASC Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such STASC Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any STASC Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any STASC Contract.

(c) A CDS Participant may not submit a Trade for clearance as a STASC Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such Participant is acting) is, or is an Affiliate of, the Eligible STASC Reference Entity for such STASC Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible STASC Reference Entity for such STASC Contract.

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(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) but will no longer be subject to such Succession Event or such circumstances, as the case may be, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such Succession Event is given effect or such circumstances are given effect, as the case may be, with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

26O-315. Terms of the Cleared STASC Contract.

(a) Any capitalized term used in this Subchapter 26O but not defined in these STASC Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each STASC Contract is the Asian Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the STASC Rules only, the "**Credit Derivatives Definitions**"), are incorporated into the STASC Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a STASC Contract and these STASC Rules, these STASC Rules will govern.

(d) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2003 Definitions:

(i) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a STASC Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (d) shall not constitute a Contract Modification.

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(ii) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STASC Contracts; or".

(iii) Except for purposes of Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STASC Contract will be deemed to have been effectively delivered by the Notifying Party for a Credit Event other than Restructuring on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STASC Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (A) the deemed delivery as provided in this Rule 26O-315(d)(iii) or (B) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iv) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(v) With respect to STASC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical

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Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

(vi) Notwithstanding Section 2.9 of the Credit Derivatives Definitions, the initial Fixed Rate Payer Calculation Period shall commence on, and include, the Fixed Rate Payer Payment Date falling on or immediately prior to the calendar day immediately following the Trade Date.

For purposes of this provision, Section 2.10 of the 2003 Definitions shall be deemed amended by deleting the words “during the term of the transaction”.

(e) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2014 Definitions:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STASC Contracts.”.

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STASC Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STASC Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26O-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the

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term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(iv) With respect to STASC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the 2014 Definitions shall not apply.

(f) The Settlement Method for particular STASC Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(g) The following terms will apply to each STASC Contract:

(i) The “Agreement” is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The “Calculation Agent” is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The “Transaction Type” is Standard Asia Corporate.

(iv) The “Fixed Rate Payer Payment Dates” will be March 20, June 20, September 20 and December 20.

(v) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a STASC Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such STASC Contract is accepted for clearing pursuant to Rule 309.

(h) For each STASC Contract, the following terms will be determined according to the particular STASC Contract submitted for clearing, subject to Rule 26O-303:

(i) Which of the Eligible STASC Reference Entities is the “Reference Entity”.

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(ii) Which of the STASC Contract Reference Obligations specified for the Reference Entity in the List of Eligible STASC Reference Entities is the "Reference Obligation".

(iii) The "Trade Date".

(iv) The "Effective Date".

(v) Which of the eligible Scheduled Termination Dates specified for the "Reference Entity" in the List of Eligible STASC Reference Entities is the "Scheduled Termination Date".

(vi) The "Floating Rate Payer Calculation Amount".

(vii) The "Floating Rate Payer".

(viii) The "Fixed Rate Payer".

(ix) The "Fixed Rate".

(x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xi) The "Initial Payment Payer".

(xii) The "Initial Payment Amount".

(xiii) Which of the eligible Applicable Credit Derivatives Definitions applies.

(xiv) In the case of a 2014-Type CDS Contract, which of the eligible Seniority Levels applies.

26O-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a "**New Matrix**") that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any STASC Contract(s) (the "**Existing Matrix**"), and the Board or its designee determines that updating such STASC Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the "**Matrix Update Date**" and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a "**Superseded Matrix**") and so notifies CDS Participants, such STASC Contracts shall, as of the close of business on the Matrix Update Date, become STASC Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible STASC Reference Entities shall be updated accordingly. Any Trade referencing a Superseded Matrix submitted for clearing as a STASC Contract shall, upon acceptance for clearing, become a STASC Contract referencing the New Matrix.

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(b) The Board or its designee may determine a different Matrix Update Date applicable to individual STASC Contracts or groups of STASC Contracts or may determine a Matrix Update Date applicable to all STASC Contracts referencing a Superseded Matrix, as it deems appropriate.

26O-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted STASC Fixed Rates, (b) adding new Eligible STASC Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible STASC Reference Entities or (c) an update to the List of Eligible STASC Reference Entities, as described in Rules 26O-316 and 26O-616.

26O-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible STASC Reference Entities (and modifies the terms and conditions of related STASC Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances giving rise to Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that “Standard Reference Obligation” will be applicable to an Eligible STASC Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in STASC Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (1) references to the 2014 Definitions shall be deemed to refer to such definitions as supplemented by the NTCE Supplement, (2) the NTCE Supplement shall be applicable to such Contract, (3) “Fallback Discounting” and “Credit Deterioration Requirement” shall be applicable to such Contract, and (4) it references the New Matrix with a Matrix Update Date of the NTCE Effective Date (or such other relevant implementation date for the New Matrix as ICE Clear Credit shall specify for this purpose). The amendments made by this rule 26O-616(b) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26P. Standard Asia Financial Corporate ("STASFC") Single Name.

The rules in this Subchapter 26P apply to the clearance of STASFC Contracts.

26P-102. Definitions.

Eligible STASFC Reference Entities

Each particular Reference Entity included in the List of Eligible STASFC Reference Entities, as determined by ICE Clear Credit to be eligible. For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible STASFC Reference Entities, each such RED Code shall be treated as a separate Eligible STASFC Reference Entity.

Eligible STASFC Reference Obligations

With respect to any STASFC Contract Reference Obligation for any Eligible STASFC Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such STASFC Contract Reference Obligation and Eligible STASFC Reference Entity in the List of Eligible STASFC Reference Entities. Where "Standard Reference Obligation" is applicable to the STASFC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible STASFC Reference Obligation.

List of Eligible STASFC Reference Entities

The list of Eligible STASFC Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof) with respect to each Eligible STASFC Reference Entity:

(a) the name of such Eligible STASFC Reference Entity and the RED Code(s) for such Eligible STASFC Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible STASFC Reference Entity (which shall be Standard Asia Financial Corporate);

(c) each STASFC Contract Reference Obligation and each Eligible STASFC Reference Obligation for each such STASFC Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date";

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(e) the Sector "Financials" (as published by Market Group Limited or any successor thereto)

(f) the Applicable Credit Derivatives Definitions for such Contract, which shall be the 2014 Definitions;

(g) the eligible Seniority Levels for such Contract; and

(h) whether "Standard Reference Obligation" is applicable.

Permitted STASFC Fixed Rates

The Fixed Rates permitted for a STASFC Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

Relevant Physical Settlement Matrix

With respect to a STASFC Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such STASFC Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible STASFC Reference Entity in, and permitted by, the List of Eligible STASFC Reference Entities.

STASFC Contract

A credit default swap in respect of any Eligible STASFC Reference Entity having a combination of characteristics listed as eligible for such Eligible STASFC Reference Entity in, and permitted by, the List of Eligible STASFC Reference Entities. A STASFC Contract is a CDS Contract for purposes of Chapter 20.

STASFC Contract Reference Obligations

With respect to any Eligible STASFC Reference Entity, the Reference Obligation(s) listed under the heading "STASFC Contract Reference Obligations" for such Eligible STASFC Reference Entity in the List of Eligible STASFC Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). Where "Standard Reference Obligation" is applicable to the STASFC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the STASFC Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

STASFC Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of Subchapter 26E and this Subchapter 26P.

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26P-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26P-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26P-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26P-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26P-206. Notices Required of Participants with respect to STASFC Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible STASFC Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible STASFC Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible STASFC Reference Entity are the same entity or

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are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26P-303. STASFC Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a STASFC Contract but that:

(a) specifies an Eligible STASFC Reference Obligation as the "Reference Obligation", such Trade shall become an Open CDS Position in the STASFC Contract with the STASFC Contract Reference Obligation specified for such Eligible STASFC Reference Obligation in the List of Eligible STASFC Reference Entities;

(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the STASFC Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard Asia Financial Corporate, such Trade shall become an Open CDS Position in the STASFC Contract otherwise equivalent to such Trade but specifying Standard Asia Financial Corporate as the Transaction Type.

26P-309. Acceptance of STASFC Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26P-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a STASFC Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to such STASFC Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such STASFC Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off

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Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any STASFC Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any STASFC Contract.

(c) A CDS Participant may not submit a Trade for clearance as a STASFC Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such Participant is acting) is, or is an Affiliate of, the Eligible STASFC Reference Entity for such STASFC Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible STASFC Reference Entity for such STASFC Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to circumstances giving rise to a Successor and a Succession Date but will no longer be subject to such circumstances, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such circumstances are given effect with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

26P-315. Terms of the Cleared STASFC Contract.

(a) Any capitalized term used in this Subchapter 26P but not defined in these STASFC Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each STASFC Contract is the Asian Region.

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the STASFC Rules only, the "**Credit Derivatives Definitions**"), are incorporated into the STASFC Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation

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(including in electronic form) for a STASFC Contract and these STASFC Rules, these STASFC Rules will govern.

(d) The following provisions shall apply:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STASFC Contracts.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STASFC Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STASFC Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26P-315(d)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

(iv) With respect to STASFC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical

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Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the 2014 Definitions shall not apply.

(e) The Settlement Method for particular STASFC Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(f) The following terms will apply to each STASFC Contract:

(i) The "Agreement" is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The "Calculation Agent" is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The "Transaction Type" is Standard Asia Financial Corporate.

(iv) The "Fixed Rate Payer Payment Dates" will be March 20, June 20, September 20 and December 20.

(v) The Financial Reference Entity Terms will apply.

(vi) The "Initial Payment Date" will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a STASFC Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the "Initial Payment Date" will be the date that is the first Business Day following the date as of which such STASFC Contract is accepted for clearing pursuant to Rule 309.

(g) For each STASFC Contract, the following terms will be determined according to the particular STASFC Contract submitted for clearing, subject to Rule 26P-303:

(i) Which of the Eligible STASFC Reference Entities is the "Reference Entity".

(ii) Which of the STASFC Contract Reference Obligations specified for the Reference Entity in the List of Eligible STASFC Reference Entities is the "Reference Obligation".

(iii) The "Trade Date".

(iv) The "Effective Date".

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(v) Which of the eligible Scheduled Termination Dates specified for the "Reference Entity" in the List of Eligible STASFC Reference Entities is the "Scheduled Termination Date".

(vi) The "Floating Rate Payer Calculation Amount".

(vii) The "Floating Rate Payer".

(viii) The "Fixed Rate Payer".

(ix) The "Fixed Rate".

(x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xi) The "Initial Payment Payer".

(xii) The "Initial Payment Amount".

(xiii) Which of the eligible Seniority Levels applies.

26P-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a "**New Matrix**") that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any STASFC Contract(s) (the "**Existing Matrix**"), and the Board or its designee determines that updating such STASFC Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the "**Matrix Update Date**" and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a "**Superseded Matrix**") and so notifies CDS Participants, such STASFC Contracts shall, as of the close of business on the Matrix Update Date, become STASFC Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible STASFC Reference Entities shall be updated accordingly. Any Trade referencing a Superseded Matrix submitted for clearing as a STASFC Contract shall, upon acceptance for clearing, become a STASFC Contract referencing the New Matrix.

(b) The Board or its designee may determine a different Matrix Update Date applicable to individual STASFC Contracts or groups of STASFC Contracts or may determine a Matrix Update Date applicable to all STASFC Contracts referencing a Superseded Matrix, as it deems appropriate.

26P-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation

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with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted STASFC Fixed Rates, (b) adding new Eligible STASFC Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible STASFC Reference Entities or (c) an update to the List of Eligible STASFC Reference Entities, as described in Rules 26P-316 and 26P-616.

26P-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible STASFC Reference Entities (and modifies the terms and conditions of related STASFC Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances giving rise to Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that "Standard Reference Obligation" will be applicable to an Eligible STASFC Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in STASFC Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (1) references to the 2014 Definitions shall be deemed to refer to such definitions as supplemented by the NTCE Supplement, (2) the NTCE Supplement shall be applicable to such Contract, (3) "Fallback Discounting" and "Credit Deterioration Requirement" shall be applicable to such Contract, and (4) it references the New Matrix with a Matrix Update Date of the NTCE Effective Date (or such other relevant implementation date for the New Matrix as ICE Clear Credit shall specify for this purpose). The amendments made by this rule 26P-616(b) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26Q. Standard Emerging Market Corporate ("STEMC") Single Name.

The rules in this Subchapter 26Q apply to the clearance of STEMC Contracts.

26Q-102. Definitions.

Eligible STEMC Reference Entities

Each particular Reference Entity included in the List of Eligible STEMC Reference Entities, as determined by ICE Clear Credit to be eligible. For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes "**RED Codes**") for a particular Reference Entity listed in the List of Eligible STEMC Reference Entities, each such RED Code shall be treated as a separate Eligible STEMC Reference Entity.

Eligible STEMC Reference Obligations

With respect to any STEMC Contract Reference Obligation for any Eligible STEMC Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading "Eligible Reference Obligations" for such STEMC Contract Reference Obligation and Eligible STEMC Reference Entity in the List of Eligible STEMC Reference Entities. In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STEMC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible STEMC Reference Obligation.

Eligible STEMC Sector

With respect to any STEMC Sector (as published by Markit Group Limited or any successor thereto) for any Eligible STEMC Reference Entity, the Eligible STEMC Sectors listed under the heading "Sector as reported in Rollout Schedule" for such Eligible STEMC Reference Entities in the List of Eligible STEMC Reference Entities shall be any of the following:

(a) Basic Materials;

(b) Consumer Goods;

(c) Consumer Services;

(d) Energy;

(e) Financials;

(f) Healthcare;

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(g) Industrials;

(h) Technology;

(i) Telecommunications Services; and

(j) Utilities.

List of Eligible STEMC Reference Entities

The list of Eligible STEMC Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof, which may distinguish, where applicable, between 2003-Type CDS Contracts and 2014-Type CDS Contracts) with respect to each Eligible STEMC Reference Entity:

(a) the name of such Eligible STEMC Reference Entity and the RED Code(s) for such Eligible STEMC Reference Entity;

(b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible STEMC Reference Entity (which shall be Standard Emerging European Corporate, Standard Latin America Corporate B or Standard Latin American Corporate BL);

(c) each STEMC Contract Reference Obligation and each Eligible STEMC Reference Obligation for each such STEMC Contract Reference Obligation;

(d) each eligible "Scheduled Termination Date";

(e) the Eligible STEMC Sector;

(f) the eligible Applicable Credit Derivatives Definitions for such Contract;

(g) in the case of a 2014-Type CDS Contract, the eligible Seniority Levels for such Contract; and

(h) in the case of a 2014-Type CDS Contract, whether "Standard Reference Obligation" is applicable.

Permitted STEMC Fixed Rates

The Fixed Rates permitted for a STEMC Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

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Relevant Physical Settlement Matrix

With respect to a STEMC Contract, the "Credit Derivatives Physical Settlement Matrix" applicable to such STEMC Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible STEMC Reference Entity in, and permitted by, the List of Eligible STEMC Reference Entities.

STEMC Contract

A credit default swap in respect of any Eligible STEMC Reference Entity having a combination of characteristics listed as eligible for such Eligible STEMC Reference Entity in, and permitted by, the List of Eligible STEMC Reference Entities. A STEMC Contract is a CDS Contract for purposes of Chapter 20.

STEMC Contract Reference Obligations

With respect to any Eligible STEMC Reference Entity, the Reference Obligation(s) listed under the heading "STEMC Contract Reference Obligations" for such Eligible STEMC Reference Entity in the List of Eligible STEMC Reference Entities (which, for the avoidance of doubt, may indicate "No Reference Obligation", indicating that no obligation is specified as a Reference Obligation). In the case of a 2014-Type CDS Contract where "Standard Reference Obligation" is applicable to the STEMC Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the STEMC Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

STEMC Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of Subchapter 26E and this Subchapter 26Q.

26Q-203. Restriction on Activity.

(a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26Q-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26Q-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an "**SR CDS Participant**"), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant's Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an "**SR Auction**"). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including

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determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.

(b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26Q-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

26Q-206. Notices Required of Participants with respect to STEMC Contracts.

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible STEMC Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible STEMC Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible STEMC Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

26Q-303. STEMC Contract Adjustments.

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a STEMC Contract but that:

(a) specifies an Eligible STEMC Reference Obligation as the “Reference Obligation”, such Trade shall become an Open CDS Position in the STEMC Contract with the STEMC Contract Reference Obligation specified for such Eligible STEMC Reference Obligation in the List of Eligible STEMC Reference Entities;

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(b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the STEMC Contract for which no such Event Determination Date has occurred; and/or

(c) specifies a Transaction Type other than Standard Emerging European Corporate, Standard Latin America Corporate B or Standard Latin America Corporate BL, such Trade shall become an Open CDS Position in the STEMC Contract otherwise equivalent to such Trade but specifying Standard Emerging European Corporate, Standard Latin America Corporate B or Standard Latin America Corporate BL, as the case may be, as the Transaction Type.

26Q-309. Acceptance of STEMC Contracts by ICE Clear Credit.

(a) In addition to the acceptance process described in Rule 309, ICE Clear Credit's notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26Q-303. Such CDS Participants' resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

(b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a STEMC Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:

(i) at a time when the Fallback Settlement Method is applicable to such STEMC Contract;

(ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such STEMC Contract; or

(iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;

(such time with respect to any STEMC Contract, the "**Clearance Cut-off Time**"); *provided* that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any STEMC Contract.

(c) A CDS Participant may not submit a Trade for clearance as a STEMC Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such Participant is acting) is, or is an Affiliate

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of, the Eligible STEMC Reference Entity for such STEMC Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible STEMC Reference Entity for such STEMC Contract.

(d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

(e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to a Succession Event (in the case of a 2003-Type CDS Contract) or circumstances giving rise to a Successor and a Succession Date (in the case of a 2014-Type CDS Contract) but will no longer be subject to such Succession Event or such circumstances, as the case may be, upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such Succession Event is given effect or such circumstances are given effect, as the case may be, with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the Applicable Credit Derivatives Definitions with respect to the relevant portion of the related Open CDS Position.

26Q-315. Terms of the Cleared STEMC Contract.

(a) Any capitalized term used in this Subchapter 26Q but not defined in these STEMC Rules shall have the meaning provided in the Credit Derivatives Definitions.

(b) For purposes of the CDS Committee Rules, the CDS Region for each STEMC Contract is the European Region (if the Transaction Type is Standard Emerging European Corporate) or the North American Region (if the Transaction Type is Standard Latin America Corporate B or Standard Latin America Corporate BL).

(c) The definitions and provisions contained in the Applicable Credit Derivatives Definitions (for the purposes of the STEMC Rules only, the "**Credit Derivatives Definitions**"), are incorporated into the STEMC Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a STEMC Contract and these STEMC Rules, these STEMC Rules will govern.

(d) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2003 Definitions:

(i) If a Convened DC (as defined in the DC Rules) resolves, pursuant to the DC Rules, (i) a question of interpretation regarding the provisions of the July 2009 Protocol (as defined in the DC Rules) or (ii) to make any

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amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a STEMC Contract, ICE Clear Credit shall, as promptly as practicable, make conforming changes to these Rules in order to implement such resolutions. Notwithstanding anything to the contrary in Rule 616, any change made to the Rules in accordance with this paragraph (d) shall not constitute a Contract Modification.

(ii) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing the "or" at the end of subparagraph (B) thereof with an "and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEMC Contracts; or".

(iii) Except for purposes of Section 1.23 of the Credit Derivatives Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STEMC Contract will be deemed to have been effectively delivered by the Notifying Party for a Credit Event other than Restructuring on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEMC Contract. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (A) the deemed delivery as provided in this Rule 26Q-315(d)(iii) or (B) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iv) (A) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(B) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" in clause (ii) of the last sentence thereof with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(v) With respect to STEMC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives

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Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 6.5 and 9.1(c)(iii) of the Credit Derivatives Definitions.

(vi) Notwithstanding Section 2.9 of the Credit Derivatives Definitions, the initial Fixed Rate Payer Calculation Period shall commence on, and include, the Fixed Rate Payer Payment Date falling on or immediately prior to the calendar day immediately following the Trade Date.

For purposes of this provision, Section 2.10 of the 2003 Definitions shall be deemed amended by deleting the words “during the term of the transaction”.

(e) The following provisions shall apply if the Applicable Credit Derivatives Definitions are the 2014 Definitions:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEMC Contracts.”.

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a STEMC Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such STEMC Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available

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Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26Q-315(e)(ii) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(iv) With respect to STEMC Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) Section 11.4 of the 2014 Definitions shall not apply.

(f) The Settlement Method for particular STEMC Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.

(g) The following terms will apply to each STEMC Contract:

(i) The "Agreement" is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The "Calculation Agent" is ICE Clear Credit, except as provided in the CDS Committee Rules.

(iii) The "Transaction Type" is Standard Emerging European Corporate, Standard Latin America Corporate B or Standard Latin America Corporate BL, as set forth in the List of Eligible Reference Entities.

(iv) The "Fixed Rate Payer Payment Dates" will be March 20, June 20, September 20 and December 20.

(v) The "Initial Payment Date" will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a STEMC Contract that is accepted for clearing pursuant to Rule 309 after

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the Trade Date thereof, the "Initial Payment Date" will be the date that is the first Business Day following the date as of which such STEMC Contract is accepted for clearing pursuant to Rule 309.

(h) For each STEMC Contract, the following terms will be determined according to the particular STEMC Contract submitted for clearing, subject to Rule 26Q-303:

(i) Which of the Eligible STEMC Reference Entities is the "Reference Entity".

(ii) Which of the STEMC Contract Reference Obligations specified for the Reference Entity in the List of Eligible STEMC Reference Entities is the "Reference Obligation".

(iii) The "Trade Date".

(iv) The "Effective Date".

(v) Which of the eligible Scheduled Termination Dates specified for the "Reference Entity" in the List of Eligible STEMC Reference Entities is the "Scheduled Termination Date".

(vi) The "Floating Rate Payer Calculation Amount".

(vii) The "Floating Rate Payer".

(viii) The "Fixed Rate Payer".

(ix) The "Fixed Rate".

(x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.

(xi) The "Initial Payment Payer".

(xii) The "Initial Payment Amount".

(xiii) Which of the eligible Applicable Credit Derivatives Definitions applies.

(xiv) In the case of a 2014-Type CDS Contract, which of the eligible Seniority Levels applies.

26Q-316. Relevant Physical Settlement Matrix Updates.

(a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a "**New Matrix**") that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any STEMC Contract(s) (the "**Existing Matrix**"), and the Board or its designee determines that updating such STEMC Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the "**Matrix**

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Update Date" and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a "**Superseded Matrix**") and so notifies CDS Participants, such STEMC Contracts shall, as of the close of business on the Matrix Update Date, become STEMC Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible STEMC Reference Entities shall be updated accordingly. Any Trade referencing a Superseded Matrix submitted for clearing as a STEMC Contract shall, upon acceptance for clearing, become a STEMC Contract referencing the New Matrix.

(b) The Board or its designee may determine a different Matrix Update Date applicable to individual STEMC Contracts or groups of STEMC Contracts or may determine a Matrix Update Date applicable to all STEMC Contracts referencing a Superseded Matrix, as it deems appropriate.

26Q-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted STEMC Fixed Rates, (b) adding new Eligible STEMC Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible STEMC Reference Entities or (c) an update to the List of Eligible STEMC Reference Entities, as described in Rules 26Q-316 and 26Q-616.

26Q-616. Contract Modification.

(a) It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible STEMC Reference Entities (and modifies the terms and conditions of related STEMC Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances giving rise to Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that "Standard Reference Obligation" will be applicable to an Eligible STEMC Reference Entity shall not constitute a Contract Modification.

(b) Notwithstanding anything to the contrary herein (including Rule 616(b)), with respect to Open Positions in STEMC Contracts that are NTCE Amending Contracts, effective as of the NTCE Effective Date and without need for further action or determination by the Board, the terms of each such Contract will be deemed amended such that (1) references to the 2014 Definitions shall be deemed to refer to such definitions as supplemented by the NTCE Supplement, (2) the NTCE Supplement shall be applicable to such Contract, (3) "Fallback Discounting" and "Credit Deterioration Requirement" shall be applicable to such

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Contract, and (4) it references the New Matrix with a Matrix Update Date of the NTCE Effective Date (or such other relevant implementation date for the New Matrix as ICE Clear Credit shall specify for this purpose). The amendments made by this rule 26Q-616(b) shall apply as of the NTCE Effective Date regardless of whether any relevant transaction record in Deriv/SERV is updated to reflect such amendments.

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26R. Index Swaptions.

The rules in this Subchapter 26R apply to the clearance of Index Swaptions.

26R-102. Definitions.

Eligible Untranched Swaption Index

Each particular series and version of a CDX or iTraxx Europe index or sub-index, as published by the applicable Eligible Index Publisher, determined by ICE Clear Credit to be eligible and included in the List of Eligible Untranched Swaption Indices.

Eligible Index Publisher

Markit Indices Limited or its successor, or any successor sponsor of the applicable Eligible Untranched Swaption Index.

Index Swaption

A credit index swaption in respect of any Eligible Untranched Swaption Index that is physically settled into the relevant Underlying Contract (and, if applicable, any Underlying New Trade) upon exercise and has a combination of characteristics listed as eligible for such Eligible Untranched Swaption Index in, and permitted by, the List of Eligible Untranched Swaption Indices.

Index Swaption Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, the CDS Restructuring Rules, as modified by the provisions of Subchapter 26E, and this Subchapter 26R.

Index Swaption Untranched Terms Supplement

Each of the following:

(a) If the Eligible Untranched Swaption Index is a CDX.NA index, the CDX Untranched Transactions Swaption Standard Terms Supplement, as published on September 22, 2014 (the "**CDX Swaption Supplement**").

(b) If the Eligible Untranched Swaption Index is an iTraxx Europe index, the iTraxx Europe Untranched Transactions Standard Terms Supplement, published on September 20, 2014 (the "**iTraxx Swaption Supplement**").

(c) Such other supplement as may be specified by ICE Clear Credit in respect of any Eligible Untranched Swaption Index, including any successor to any of the documents listed in (a) or (b) above.

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List of Eligible Untranched Swaption Indices

The list of Eligible Untranched Swaption Indices maintained, updated and published by ICE Clear Credit on the ICE Clear Credit website, specifying the following information with respect to each index or sub-index:

(a) the name and series of such index, including any applicable sub-index designation:

(b) the "Annex Date" and, if applicable, the "Effective Date" of the index or sub-index;

(c) one or more eligible "Expiration Dates";

(d) one or more eligible "Strike Prices" for each Expiration Date;

(e) the Relevant Index Swaption Untranched Terms Supplement;

(f) with respect to the underlying index or sub-index, the versions (and related annex dates) eligible for clearing;

Relevant Index Swaption Untranched Terms Supplement

With respect to an Eligible Untranched Swaption Index, the Index Swaption Untranched Terms Supplement specified for such Eligible Untranched Swaption Index in the List of Eligible Untranched Swaption Indices.

Underlying Contract

The CDX.NA Untranched Contract or iTraxx Europe Untranched Contract, as applicable, that is the underlying swap transaction into which an Index Swaption settles upon exercise.

Underlying New Trade

A single name Contract that is a New Trade (as defined in the Relevant Index Swaption Untranched Terms Supplement) that arises as a result of the exercise of an Index Swaption in the case of a Restructuring Credit Event.

26R-103. Application of Rules

An Index Swaption shall be a CDS Contract for purposes of Chapters 20, 20A, 21 and 26E (unless the context otherwise requires), but, for the avoidance of doubt, Chapter 22 shall not apply to the Index Swaption itself (as opposed to any Underlying Contract or Underlying New Trade). Following exercise and Physical Settlement of an Index Swaption, the relevant Underlying Contract (and any applicable Underlying New Trade) shall be a CDS Contract for all purposes of these Rules.

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26R-309. Acceptance of Index Swaption Contracts by ICE Clear Credit.

(a) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as an Index Swaption, and any such Trade shall not be a Conforming Trade, if the Novation Time would be at a time when a Trade in the Underlying Contract could not be submitted for clearance (or at a time when the CDS Participant would be under an obligation to make reasonable efforts not to submit such a Trade in the Underlying Contract) under these Rules.

(b) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.

26R-315. Terms of the Cleared Index Swaption.

(a) Any capitalized term used in this Subchapter 26R but not defined in these Index Swaption Rules shall have the meaning provided in the Relevant Index Swaption Untranched Terms Supplement.

(b) For purposes of the CDS Committee Rules, the CDS Region for each Index Swaption referencing a CDX.NA index is the North American Region, and the CDS Region for each Index Swaption referencing an iTraxx Europe index is the European Region.

(c) Each Index Swaption will be governed by the Relevant Index Swaption Untranched Terms Supplement, as modified by these Index Swaption Rules. In the event of any inconsistency between the Relevant Index Swaption Untranched Terms Supplement or the Confirmation (including in electronic form) for an Index Swaption and these Index Swaption Rules, these Index Swaption Rules will govern.

26R-316. Updating Relevant Index Swaption Untranched Terms Supplement.

(a) Where a new version of an Index Swaption Untranched Terms Supplement (a "**New Standard Terms**") is published as of a date that is subsequent to the date of the version that is specified as the Relevant Index Swaption Untranched Terms Supplement for any Index Swaption(s) (the "**Existing Standard Terms**"), and the Board or its designee determines that Index Swaptions referencing the Existing Standard Terms are fungible with Index Swaptions referencing the New Standard Terms, and so notifies Participants, Index Swaptions referencing the Existing Standard Terms shall become Index Swaptions referencing the New Standard Terms on the date determined by the Board or its designee (the "**Standard Terms Update Date**" and each prior Index Swaption Untranched Terms Supplement subject to such determination, a "**Superseded Standard Terms**"). Any Trade referencing a Superseded Standard Terms submitted for clearing as an Index Swaption shall, upon acceptance for clearing, become an Index Swaption referencing the New Standard Terms.

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(b) The Board or its designee may determine a different Standard Terms Update Date applicable to individual Index Swaptions or groups of Index Swaptions or may determine a Standard Terms Update Date applicable to all Index Swaptions referencing the earlier version or annex of a series described in clause (a) of this Rule, as it deems appropriate.

26R-317. Terms of Index Swaptions.

With respect to each Index Swaption, the following terms will apply:

(a) The following provisions will apply to an Index Swaption (or the relevant Underlying Contract) in respect of a CDX.NA index:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such Index Swaption.".

(ii) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to an Index Swaption for a Credit Event will be deemed to have been effectively delivered by the Notifying Party for purposes of Section 5.2(b) of the CDX Swaption Supplement only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such Index Swaption. Notwithstanding anything to the contrary in the 2014 Definitions or the Relevant Index Swaption Untranched Terms Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than the deemed delivery as provided in this Rule 26R-317(a)(ii)) shall not be valid. For the avoidance of doubt, Section 5.5 of the CDX Swaption Supplement shall not apply.

(iii) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions (as incorporated in the Relevant Index Swaption Untranched Terms Supplement), Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

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(iv) With respect to an Index Swaption for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, the party that is Buyer under the Underlying Contract may not deliver a Notice of Physical Settlement until the later of (1) the Expiration Date of the Index Swaption and (2) the date it is determined that the method of settlement for a particular Credit Event with respect to the Underlying Contract is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules and this Subchapter 26R; provided that no such notice shall be effective in any event if the Index Swaption is not effectively exercised. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(v) The provisions of "Clearing of Underlying Swap Transaction" in the CDX Swaption Supplement shall be inapplicable; provided that the Underlying Contract shall be cleared as provided in Rule 26R-319.

(b) The following provisions will apply to an Index Swaption in respect of an iTraxx Europe index:

(i) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the "." at the end of subparagraph (B) thereof with "; and" and adding the following as a new subparagraph (C):

"(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such Index Swaption.".

(ii) The first paragraph of "Operation of each Underlying Swap Transaction" under Section 4 of the iTraxx Swaption Supplement is amended by inserting "or a Resolution is effective, under the CDS Committee Rules, that a Credit Event has occurred for which there is Publicly Available Information" after "DC Credit Event Announcement occurs".

(iii) Clause (b) of "Operation of each Underlying Swap Transaction" under Section 4 of the iTraxx Swaption Supplement is amended by inserting "or a Resolution is effect, under the CDS Committee Rules, that such a Credit Event has occurred" after "DC Credit Event Announcement occurs".

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(iv) Notwithstanding anything to the contrary in the 2014 Definitions or the relevant iTraxx Swaption Supplement, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules and this Subchapter 26R) shall not be valid.

(v) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions (as incorporated in the Relevant Index Swaption Untranched Terms Supplement), Section 1.17 of the 2014 Definitions is hereby modified by replacing the term "Auction Final Price Determination Date" with the phrase "date that is one Relevant City Business Day prior to the Auction Settlement Date".

(vi) With respect to an Index Swaption for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, the party that is the Buyer under the Underlying Contract may not deliver a Notice of Physical Settlement until the later of (1) the Expiration Date of the Index Swaption and (2) the date it is determined that the method of settlement for a particular Credit Event with respect to the Underlying Contract is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules and this Subchapter 26R; provided that no such notice shall be effective in any event if the Index Swaption is not effectively exercised. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.

(vii) Notwithstanding anything to the contrary in the iTraxx Swaption Supplement, the Reference Obligation for purposes of a New Trade (as defined therein) will be the Reference Obligation for the Restructured Entity in question as specified by ICE Clear Credit following consultation with the CDS Risk Committee (which for the avoidance of doubt may be determined by reference to any Standard Reference Obligation).

(viii) The provisions of "Clearing of Underlying Swap Transaction" in the iTraxx Swaption Supplement shall be inapplicable; provided that the Underlying Contract and any New Trade shall be cleared as provided in Rule 26R-319.

(c) The Settlement Method for Index Swaptions shall be Physical Settlement in accordance with these Index Swaption Rules (and for this purpose, the CDS Physical Settlement Rules shall not apply to settlement of an Index Swaption, but

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may apply to settlement of an Underlying Contract or Underlying New Trade entered into upon settlement of an Index Swaption, to the extent provided therein and herein).

(d) The following terms will apply to each Index Swaption:

(i) The "Agreement" is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.

(ii) The "Effective Date", if applicable, is the date specified in the List of Eligible Untranched Swaption Indices for the relevant Eligible Untranched Swaption Index.

(iv) The "Calculation Agent" is ICE Clear Credit, except as provided in the CDS Committee Rules.

(v) The Option Style is European, such that the Index Swaption may only be exercised on the Expiration Date.

(vi) With respect to the Underlying Contract:

(A) The Initial Payment Amount and Initial Payment Payer are inapplicable.

(B) De Minimis Cash Settlement is inapplicable.

(C) The "Fixed Rate" is the rate specified in the List of Eligible Untranched Swaption Indices for the relevant Eligible Untranched Swaption Index and Scheduled Termination Date.

(e) For each Index Swaption, the following terms will be determined according to the particular Index Swaption terms submitted for clearing:

(i) Which of the Eligible Untranched Swaption Indices is the "Eligible Untranched Swaption Index."

(ii) The "Swaption Trade Date".

(iii) Which of the eligible Expiration Dates specified for the Eligible Untranched Swaption Index in the List of Eligible Untranched Swaption Indices is the "Expiration Date".

(iv) The "Swaption Buyer".

(v) The "Swaption Seller".

(vi) The Option Type, which shall be either (1) "Payer" or "Call" (in which case the Swaption Buyer will be the Fixed Rate Payer under the Underlying

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Contract) or (2) “Receiver” or “Put” (in which case the Swaption Seller will be the Fixed Rate Payer under the Underlying Contract).

(vii) Which of the eligible Strike Prices specified for the Eligible Untranched Swaption Index in the List of Eligible Untranched Swaption Indices is the “Strike Price”.

(viii) The “Premium”.

(ix) With respect to the Underlying Contract:

(A) The “Annex Date”.

(B) Which of the eligible Scheduled Termination Dates specified for the Eligible Untranched Swaption Index is the Scheduled Termination Date.

(C) The “Original Notional Amount”.

26R-318 Exercise and Assignment

(a) Any exercise of a Contract that is an Index Swaption shall be made only in accordance with these ICE Clear Credit Rules and such exercise procedures as ICE Clear Credit may adopt from time to time (the “**Exercise Procedures**”), notwithstanding any provisions of the Relevant Index Swaption Untranched Terms Supplement to the contrary.

(b) Any Participant which has or carries (for its House Account or Client Origin Account) an Open Position in an Index Swaption on the Expiration Date for which it is the Swaption Buyer may issue (or, if applicable in the case of a Client-Related Position, its Non-Participant Party may issue) an exercise notice (a “**Swaption Exercise Notice**”) thereof, in whole or in part, on the Expiration Date, in such form and manner and by such deadline as ICE Clear Credit may prescribe pursuant to the Exercise Procedures. ICE Clear Credit may establish minimum exercise amounts for a partial exercise of an Index Swaption pursuant to the Exercise Procedures.

(c) No Index Swaption will be automatically exercised on the Expiration Date, except as otherwise provided in the Exercise Procedures.

(d) Upon receipt of one or more Swaption Exercise Notices in respect of Open Positions in a particular Index Swaption in respect of its Expiration Date, ICE Clear Credit will assign such Swaption Exercise Notices to Participants which have or carry Open Positions in such Index Swaption for which they are Swaption Sellers. Assignments shall be made across all such Open Positions of Swaption Sellers for both the House Account and Client Origin Account in accordance with the applicable Exercise Procedures.

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(e) Assignment by ICE Clear Credit of a Swaption Exercise Notice to a Participant that is a Swaption Seller shall constitute exercise of the relevant Open Position in such Index Swaption between ICE Clear Credit, as Swaption Buyer and such Swaption Seller. The exercise of both the Open Position between the Swaption Buyer and ICE Clear Credit and the offsetting Open Position between ICE Clear Credit and the Swaption Seller shall be deemed effective simultaneously at the time of such assignment, as recorded in the books and records of ICE Clear Credit.

(f) Any Index Swaption that has not been validly exercised by the Participant that is the Swaption Buyer under these ICE Clear Credit Rules and the Exercise Procedures by the applicable deadline on the Expiration Date shall expire and all rights and obligations of the parties with respect thereto shall terminate. An Index Swaption for which a Participant is the Swaption Seller that is not assigned a Swaption Exercise Notice in accordance with these ICE Clear Credit Rules and the Exercise Procedures shall expire and all right and obligations of the parties with respect thereto shall terminate.

(g) For the avoidance of doubt, assignment of a Swaption Exercise Notice to a Participant does not establish any direct rights as between the Participant (or Non-Participant Party) exercising an Index Swaption as Swaption Buyer and the Participant receiving such assignment. All exercised Index Swaptions remain obligations between the relevant Participant and ICE Clear Credit.

26R-319 Settlement of Index Swaptions

(a) Upon the effective exercise of an Index Swaption in accordance with Rule 26R-318:

(i) A Contract (a "**Resulting Contract**") in the form of the Underlying Contract shall come into effect as between the exercising Swaption Buyer and ICE Clear Credit and an exactly offsetting Resulting Contract shall come into effect as between ICE Clear Credit and the assigned Swaption Seller ((A) if the Index Swaption Option Type is "Payer", with such Swaption Buyer being the Fixed Rate Payer and such Swaption Seller being the Floating Rate Payer, or (B) if the Index Swaption Option Type is "Receiver", with such Swaption Seller being the Fixed Rate Payer and such Swaption Buyer being the Floating Rate Payer, and in either case with ICE Clear Credit taking the opposite position). Each such Resulting Contract will, without further action of any party, automatically be a cleared CDS Contract under the Rules. ICE Clear Credit will make appropriate entries on its books and records to reflect each such Resulting Contract. Except as expressly provided in this Subchapter 26R, each such Resulting Contract shall thereafter be subject to the applicable subchapter of the Rules for CDS Contracts of that type.

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(ii) ICE Clear Credit, as calculation agent, shall determine the applicable settlement payment or payments (as determined under the Relevant Index Swaption Untranched Terms Supplement, and based on the strike adjustment amount and accrued amount thereunder) which shall be owed by the Swaption Buyer or the Swaption Seller under any exercised Index Swaption, in respect of such exercise. Such amount shall be payable on the ICE Business Day specified in the ICE Clear Credit Procedures, notwithstanding anything to the contrary in any Relevant Index Swaption Untranched Terms Supplement.

(iii) Without limiting its other rights hereunder, ICE Clear Credit may call for additional Initial Margin and/or Mark-to-Market Margin in respect of any Resulting Contract or Underlying New Trade.

(b) If an Index Swaption is effectively exercised and one or more Event Determination Dates shall have occurred on or prior to the Expiration Date, then in addition to any settlement pursuant to subsection (a) above:

(i) If there is an Auction Settlement Date in respect of such Event Determination Date, settlement of amounts owed under the Index Swaption in respect thereof (including without limitation any auction cash settlement amount and any fixed rate payment or accrual rebate) shall occur as set forth in the Relevant Index Swaption Untranched Terms Supplement, subject to clause (ii) below;

(ii) Notwithstanding anything to the contrary in the Relevant Index Swaption Untranched Terms Supplement or related auction terms supplement applicable to the Underlying Contract, in the case of an Auction Settlement where the Exercise Date occurs after the Auction Date, ICE Clear Credit, as calculation agent, shall determine an additional amount (the "**Additional Accrual**")[1] equal to (A) an amount calculated at the Fixed Rate on the relevant portion of the Original Notional Amount subject to the credit event for the period from and including the Credit Event Resolution Request Date to but excluding the Expiration Date; minus (B) an amount calculated at the Fixed Rate on such portion of the Original Notional Amount for the period from and including the Fixed Rate Payer Payment Date immediately preceding the Expiration Date to but excluding the Expiration Date. If the Additional Accrual is positive, the Index Swaption party that is the applicable Fixed Rate Payer for the Underlying Contract shall be entitled to receive such amount from the Index Swaption party that is the applicable Floating Rate Payer for the Underlying Contract, but without duplication of any accrual rebate amount owed pursuant to clause

[1] As further described in ICE Clear Credit Circular 2020/070 (https://www.theice.com/publicdocs/clear_credit/circulars/Circular_2020_070.pdf), notwithstanding Rule 26R-319(b)(ii), until further notice the Additional Accrual will be zero.

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(i) above; and (ii) if the Additional Accrual is negative, the Index Swaption party that is the applicable Fixed Rate Payer for the Underlying Contract shall be obligated to pay the absolute value of such amount to the Index Swaption party that is the applicable Floating Rate Payer for the Underlying Contract, but without duplication of any fixed amount owed pursuant to clause (i) above.

(iii) If the Fallback Settlement Method applies in respect of such Event Determination Date, settlement of the related Credit Event shall occur in accordance with the Physical Settlement Rules, provided that (A) references therein to a Physically Settled CDS Contract or CDS Contract (including for purposes of establishing Matched Delivery Pairs) shall be deemed to refer to the exercised Index Swaption, (B) ICE Clear Credit will match Swaption Buyers and Swaption Sellers for purposes of establishing Matched Delivery Pairs promptly following the Expiration Date for such Index Swaptions, (C) the Buyer in respect of the relevant Underlying Contract may not deliver a Notice of Physical Settlement until the later of the Expiration Date and the date such Matched Delivery Pair is established, and (C) the NOPS Cut-off Date shall be the later of (i) the date that would be determined for the Underlying Contract and (ii) the third ICE Business Day following the Expiration Date.

(c) Upon the occurrence of an M(M)R Restructuring Credit Event with respect to an Index Swaption for which the DC Credit Event Announcement or Regional CDS Committee Restructuring Announcement occurs on or prior to the Expiration Date (an "**Existing Restructuring**"):

(i) (A) The Swaption Buyer and Swaption Seller may deliver MP Notices on or prior to the Expiration Date with respect to Index Swaption as though it were the Underlying Contract; provided that if the Swaption Buyer does not effectively exercise the Index Swaption, or if the Swaption Seller is not effectively assigned an exercise notice for the Index Swaption, any such notice will be ineffective; and (B) the CDS Restructuring Rules in Subchapter 26E and ICE Clear Credit Restructuring Procedures shall apply with respect to such MP Notices (with references therein to a Restructuring CDS Contract being deemed to refer to the relevant component of such Index Swaption (or, as applicable, the New Trade that will arise therefrom following exercise thereof), provided that Matched Restructuring Pairs for this purpose will be determined solely between Swaption Buyers and Swaption Sellers of the same Index Swaption.

(ii) If the Index Swaption is effectively exercised, then in addition to the rights and obligations under subsection (b) above, a Contract constituting an Underlying New Trade for purposes of the Relevant Index Swaption Untranched Terms Supplement shall come into effect as between the exercising Swaption Buyer and ICE Clear Credit and an exactly offsetting Contract constituting an Underlying New Trade shall come into effect as

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between ICE Clear Credit and the assigned Swaption Seller ((A) if the Index Swaption Option Type is “Payer”, with such Swaption Buyer being the Fixed Rate Payer and such Swaption Seller being the Floating Rate Payer, or (B) if the Index Swaption Option Type is “Receiver”, with such Swaption Seller being the Fixed Rate Payer and such Swaption Buyer being the Floating Rate Payer, and in either case with ICE Clear Credit taking the opposite position). Each such Underlying New Trade will, without further action of any party, automatically be a cleared CDS Contract under the ICE Clear Credit Rules hereunder. ICE Clear Credit will make appropriate entries on its books and records to reflect each such New Trade. Except as expressly provided in this Subchapter 26R, each such Underlying New Trade shall thereafter be subject to the applicable subchapter of the Rules for CDS Contracts of that type.

(iii) Notwithstanding anything to the contrary herein, with respect to such an Existing Restructuring, an Event Determination Date will only occur with respect to the relevant Underlying New Trade if Swaption Buyer or Swaption Seller has delivered a Credit Event Notice with respect to the Existing Restructuring no later than the relevant Exercise Cut-off Date in accordance with Rule 26R-319(c)(i).

(iv) With respect to an Existing Restructuring, if an Event Determination Date has occurred with respect to the relevant Underlying New Trade, (1) if there is an Auction Settlement Date for such Event Determination Date, settlement of amounts owed in respect thereof shall occur as set forth in the Relevant Index Swaption Untranched Terms Supplement, where applicable, on the basis of the MP Notices delivered by the relevant parties in the Restructuring Matched Pair; and (2) if the Fallback Settlement Method applies for such Event Determination Date, settlement of the related Credit Event shall occur in accordance with the Physical Settlement Rules, provided that (A) the relevant Matched Restructuring Pair shall be deemed to be the Matched Delivery Pair, (B) references in the Physical Settlement Rules to a Physically Settled CDS Contract or CDS Contract shall be deemed to refer to the Underlying New Trade, (C) the Buyer in respect of the Matched Delivery Pair may not deliver a Notice of Physical Settlement until the Expiration Date, and (D) the NOPS Cut-off Date shall be the later of (i) the date that would be determined for the Underlying Contract and (ii) the third ICE Business Day following the Expiration Date.

26R-502. Specified Actions.

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding eligible Strike Prices, (b) adding new eligible Expiration

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Dates, (c) adding new versions or series of an Eligible Untranched Swaption Index, or (d) adding new eligible Scheduled Termination Dates for Underlying Contracts.

26R-616. Contract Modification.

It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible Untranched Swaption Indices (and modifies the terms and conditions of related Index Swaptions) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of Succession Events or circumstances giving rise to Successors and Succession Dates or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto).

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Schedule 401: Eligible Collateral & Thresholds

Non-Client Initial Margin and Guaranty Fund Liquidity Requirements

Non-Client US Dollar Denominated Product Requirements

Asset Type	Minimum Percentage of Requirement*
US Dollar Cash	45%
US Dollar Denominated Assets (US Cash and/or US Treasuries)	+ 20% (for a total 65%)
All Eligible Collateral (US Cash, Euro Cash, and/or US Treasuries)	+ 35% (for a total of 100%)

** Subject to GF minimum required contribution of $20 MM being 100% in US Cash*

Non-Client Euro Denominated Product Requirements

Asset Type	Minimum Percentage of Requirement*
Euro Cash	45%
Euro Cash and/or US Dollar Cash	+ 20% (for a total of 65%)
All Eligible Collateral (Euro Cash, US Cash, and/or US Treasuries)	+ 35% (for a total of 100%)

** Subject to GF minimum required contribution of $20 MM being 100% in US Cash*

Client-Related Initial Margin Liquidity Requirements

Client-Related US Dollar Denominated Product Requirements

Asset Type	Minimum Percentage of Requirement
US Dollar Denominated Assets (US Cash and/or US Treasuries)	65%
All Eligible Collateral (US Cash, Euro Cash, and/or US Treasuries)	+ 35% (for a total of 100%)

Client-Related Euro Denominated Product Requirements

Asset Type	Minimum Percentage of Requirement
All Eligible Collateral (US Cash, Euro Cash, and/or US Treasuries)	100%

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Schedule 503: Form of Risk Committee Confidentiality Agreement

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Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of this [___] day of [_____], 20[__], by and between ICE Clear Credit LLC (the "Company") and [CLEARINGHOUSE MEMBER] (the "Clearinghouse Member").

WHEREAS, the Company and the Clearinghouse Member wish to enter into this Agreement in connection with the Clearinghouse Member's appointment of a member (the "Committee Member") of the Risk Committee (as defined in the Rules of ICE Clear Credit LLC (the "Rules"); capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Rules); and

WHEREAS, in connection with the Committee Member's appointment to the Risk Committee, the Company may furnish, or cause to be furnished, Confidential Information (defined below) to the Clearinghouse Member or the Committee Member;

NOW THEREFORE, the parties agree as follows:

1. The term "Confidential Information" means all confidential information relating to (a) the Company or (b) other Clearinghouse Members made available in connection with (i) such other Clearinghouse Members' equity interest in the Company or its Affiliates or (ii) such other Clearinghouse Members' status as a Participant (as defined in the Rules) that is proprietary to the Company or other Clearinghouse Members, as applicable.

2. The term "Representatives" means the Committee Member, the Clearinghouse Member's Affiliates and the respective officers, directors, employees, attorneys, accountants, and auditors of the Clearinghouse Member and its Affiliates, to the extent such Persons have received any Confidential Information.

3. In addition to any other confidentiality obligation to the Company, the Clearinghouse Member, (a) shall, and shall direct its Representatives to, maintain in confidence any and all Confidential Information, except as otherwise permitted in this Agreement, (b) shall not disclose, and shall direct its Representatives not to disclose, Confidential Information to any Person, except as otherwise permitted in this Agreement and (c) shall use the same degree of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own information of a similar type.

4. Notwithstanding the foregoing, the Clearinghouse Member and its Representatives may disclose Confidential Information or portions thereof (i) if, in the case of Confidential Information relating to the Company, the Company gives its prior written consent thereto and if, in the case of Confidential Information relating to another Clearinghouse Member, such other Clearinghouse Member gives its prior written consent thereto, (ii) in the event that the Clearinghouse Member or any of its Representatives becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, including by any regulator with oversight responsibility for the Clearinghouse or

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the Clearinghouse Member or its Affiliates) to disclose, or is advised by legal counsel that it is required by applicable law to disclose, any of the Confidential Information, or (iii) if disclosure of such Confidential Information is requested or required by any governmental authority or self-regulatory agency or organization or by any rule or regulation applicable to the Clearinghouse Member. To the extent reasonably practicable and/or permitted under applicable law, prior to any such disclosure under clause (ii) of this paragraph, the Clearinghouse Member or its Representatives, as applicable, will use commercially reasonable efforts to provide the Company or the applicable other Clearinghouse Member with prompt notice of such requirement so that the Company or the applicable other Clearinghouse Member may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this paragraph, and, if, in the absence of a protective order or other remedy or the receipt of a waiver by the Company or the applicable Clearinghouse Member, the Clearinghouse Member or its Representatives is or are nonetheless legally compelled to disclose Confidential Information, the Clearinghouse Member or its Representatives may, without liability hereunder, disclose such Confidential Information.

5. At such time as the Clearinghouse Member ceases to be a member of the Clearinghouse or no longer has a right to appoint a member to the Risk Committee, the Clearinghouse Member, at its option, shall return or destroy all Confidential Information in its or its Representatives' possession. Notwithstanding anything to the contrary in this Agreement, the Clearinghouse Member and its Representatives may retain (i) Confidential Information such Person is required to retain to comply with applicable law, (ii) any Confidential Information that is contained in an archived computer system back up in accordance with the security and/or disaster recovery procedures of such Person, and (iii) one copy of Confidential Information for use solely in connection with any litigation, arbitration or like action with respect to any disputes arising out of this Agreement; provided, however, that any such retained Confidential Information shall remain subject to the ongoing obligations to treat and hold the same as confidential in accordance with the terms and conditions of this Agreement.

6. In the event that the Clearinghouse Member shall provide Confidential Information to any Person in violation of this Agreement, the Clearinghouse Member shall be responsible for the breach of this Agreement by such other Person.

7. Notwithstanding Section 3 of this Agreement:

a. The Clearinghouse Member and its Representatives may disclose any Confidential Information for bona fide business purposes on a strict "need to know" basis to the Clearinghouse Member and its Representatives, including the Clearinghouse Member's board of directors (or equivalent governing body); and

b. The provisions of Section 3 of this Agreement shall not apply to, and Confidential Information shall not include:

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i. any information that is or has become generally available to the public other than as a result of a disclosure by the Clearinghouse Member or its Representatives in breach of any of the provisions of this Agreement, provided, that information disclosed by a Person to a governmental authority or self-regulatory agency or organization in connection with the formation, ownership and operation of the Clearinghouse shall not be deemed "generally available to the public" as a result of such disclosure;

ii. any information that has been independently developed by the Clearinghouse Member or its Representatives without violating any of the provisions of this Agreement or any other similar contract to which the Clearinghouse Member or its Representatives is or are bound;

iii. any information that was available to the Clearinghouse Member or its Representatives on a non-confidential basis prior to disclosure; or

iv. any information made available to the Clearinghouse Member or its Representatives on a non-confidential basis by any third party unless the Clearinghouse Member or its Representatives has or have actual knowledge that such third party breached an obligation of confidentiality to the Company or any other Person by making such information available to the Clearinghouse Member or its Representatives.

8. The parties hereto agree that irreparable damage may occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties hereto shall be entitled to seek equitable relief in addition to any other remedy at law.

9. The obligations of the Clearinghouse Member under this Agreement shall survive until the eighteen (18) month anniversary of the time at which the Clearinghouse Member ceases to be a member of the Clearinghouse.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be heard and determined in any state courts of the State of New York or the United States District Court located in the Southern District of New York, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such claim, action, suit or proceeding and irrevocably waives, to the fullest extent

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permitted by law, any objection which it may now or hereafter have to the laying of venue of any such claim, action, suit or proceeding in any such court or that any such claim, action, suit or proceeding which is brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE TO FOLLOW]

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ICE Clear Credit LLC

By _____
Name:
Title:

[CLEARINGHOUSE MEMBER]

By _____
Name:
Title:

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Schedule 511: Form of Risk Management Subcommittee Confidentiality Agreement

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Acknowledgement of Confidentiality

The undersigned individual (the "**Member**") of the Risk Subcommittee ("**Subcommittee**") of ICE Clear Credit LLC:

1. Agrees that all Subcommittee discussions and all documents and other information distributed to the Subcommittee that are not otherwise publicly available (the "**Confidential Information**") are confidential and proprietary to ICE Clear Credit LLC and agrees (a) not to disclose Confidential Information to any person and (b) not to trade for his/her own account or for or on behalf of any other person's account, any securities, options on securities, commodities, futures or options on futures, or any other derivative or security to the extent such Confidential Information is material non-public information;

2. Agrees to notify ICE Clear Credit LLC as soon as practicable in the event that the undersigned is compelled, requested or required to disclose Confidential Information; provided, that in each such case, notwithstanding anything to the contrary herein, the undersigned shall be permitted to make such disclosure.

3. Confidential Information shall not include:

   a. Any information that is or has become generally available to the public other than as a result of a disclosure by the Member in breach of any of the provisions of this Acknowledgement, provided, that information disclosed by a person to a governmental authority or self-regulatory agency or organization in connection with the formation, ownership and operation of ICE Clear Credit LLC shall not be deemed "generally available to the public" as a result of such disclosure;

   b. Any information that has been independently developed by the Member without violating any of the provisions of this Acknowledgement or any other similar contract to which the Member is bound;

   c. Any information that was available to the Member on a non-confidential basis prior to disclosure; or

   d. Any information made available to the Member on a non-confidential basis by any third party unless the member has actual knowledge that such third party breached an obligation of confidentiality to ICE Clear Credit LLC or any other person by making such information available to the Member.

4. The Member acknowledges that the obligations set forth in this Acknowledgement are in addition to any other obligation with respect to confidentiality to which the Member is bound.

5. This acknowledgement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of

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New York. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this acknowledgement or the transactions contemplated hereby shall be heard and determined in any state courts of the State of New York or the United States District Court located in the Southern District of New York, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such claim, action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such claim, action, suit or proceeding in any such court or that any such claim, action, suit or proceeding which is brought in any such court has been brought in an inconvenient forum.

By: _____

Print Name: _____

Date: _____

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Schedule 702: Schedule of Assessments for Missed Price Submissions

CDS Type	**Applicable Conditions**	**Assessment Amount (per missed price)**
Index	Occurred on date other than an announced firm trade date	$1,000 (no maximum)
Index	Occurred on an announced firm trade date (last day of each calendar quarter)	$2,000 (no maximum)
Index Swaption	For each Missed Submission	$250*
Single Name	For each Missed Submission other than the most actively traded instrument in a family	$2,000**
Single Name	For each Missed Submission in the most actively traded instrument in a family (e.g., 5Y, 100 bps coupon)	$4,000**

*The maximum assessment is $10,000 per day for Missed Submissions on Index Swaption instruments sharing the same underlying index, and $50,000 for all Index Swaption instruments during one day.
**The maximum assessment is $10,000 per single name family per day, and $100,000 assessment for all single name Missed Submissions during one day. A single name family is defined by reference entity, identifier (seniority of debt), currency and restructuring clause.

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