LCH The Markets' Partner CDSClear

LCH SA
CDS Clearing Supplement

20 March 2018

This document is for use with the clearing of index linked credit derivative transactions, single name credit derivative transactions and swaption transactions in respect of index linked credit derivative transactions. The CDS Clearing Supplement is split into three parts, Part A, Part B and Part C.

Part A of the CDS Clearing Supplement shall only be used in connection with any single name credit derivative transactions or components of index linked credit derivative transactions that incorporate the 2003 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc.

Part B of the CDS Clearing Supplement shall only be used in connection with any single name credit derivative transactions or components of index linked credit derivative transactions that incorporate the 2014 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc.

Part C of the CDS Clearing Supplement shall only be used in connection with any swaption transactions, which give to a buyer the right to enter into an index linked credit derivative transaction with a seller, that incorporate the 2006 ISDA Definitions and the 2014 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc.

PART A

CDS CLEARING SUPPLEMENT

FOR INDEX CLEARED TRANSACTIONS AND SINGLE NAME TRANSACTIONS INCORPORATING THE 2003 ISDA CREDIT DERIVATIVES DEFINITIONS

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1. GENERAL PROVISIONS

1.1 Incorporation of Defined Terms

Capitalised terms used in this CDS Clearing Supplement and not otherwise defined herein shall have the meaning given pursuant to the Index Cleared Transaction Confirmation, Single Name Cleared Transaction Confirmation, the 2003 ISDA Credit Derivatives Definitions or the CDS Clearing Rule Book, as applicable. In the case of any such terms defined in the CDS Clearing Rule Book, such terms shall be interpreted in accordance with the governing law specified therefore in the CDS Clearing Rule Book.

1.2 Terms defined in the CDS Clearing Supplement

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

2003 ISDA Credit Derivatives Definitions: The 2003 ISDA Credit Derivatives Definitions published by ISDA as supplemented by the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, including the DC Rules and Credit Derivatives Auction Settlement Terms (each as defined therein).

2014 ISDA Credit Derivatives Definitions: The 2014 ISDA Credit Derivatives Definitions published by ISDA.

Affected Cleared Transaction: Following a DC Credit Event Announcement or a publication by the DC Secretary of:

(a) a Succession Event Resolution; or

(b) a DC Resolution that a Substitute Reference Obligation has been determined,

a Cleared Transaction that references the affected Reference Entity and/or Reference Obligation, as applicable.

Buy-in Effective Date: As set out at Section 6.8 (*Buy-in of Bonds – Matched Seller has entered into CCM Client Transaction).*

CCM Client Cleared Transaction: A Cleared Transaction between a CCM and LCH SA registered in a CCM Client Trade Account of a CCM.

CCM Client Transaction: A Transaction between a CCM and a CCM Client which is on the same economic terms as its corresponding CCM Client Cleared Transaction.

CCM Client Transaction Documents: The documentation entered into by a CCM and its CCM Client to document a CCM Client Transaction.

CDSClear Preferred Reference Obligation This term shall have the meaning set out in Section 4 of the Procedures.

CDSClear Product Committee: A committee composed of representatives of LCH SA and representatives of Clearing Members for the purposes of carrying-out the tasks apportioned to it by the CDS Clearing Documentation as further described in the terms of reference for such committee, agreed in consultation with the Clearing Members and as may be amended from time to time in consultation with the Clearing Members.

CDS Clearing Rule Book: The document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

CDS Type: A class of Cleared Transactions that are identical as to their terms, except that they may differ as to:

(a) the Trade Date;

(b) in respect of Index Cleared Transactions, the Original Notional Amount;

(c) in respect of Single Name Cleared Transactions, the Effective Date (provided that the current and future Fixed Rate Payer Calculation Periods for such Single Name Cleared Transactions are the same), the Floating Rate Payer Calculation Amount and the Reference Obligation (provided that LCH SA determines that the Reference Obligations of the Cleared Transactions are equivalent for the purposes of this CDS Clearing Supplement);

(d) the Initial Payment Payer;

(e) the Initial Payment Amount;

(f) the Initial Payment Date; and

(g) the identity of the relevant Buyer and Seller.

CEN Triggering Period: In relation to any Restructuring Cleared Transaction, the period during which the parties thereto may deliver a Restructuring Credit Event Notice in relation to all or part of such Restructuring Cleared Transaction, such period starting at 9:00 a.m. on and including the earlier to occur of:

(a) the Transaction Business Day following publication of the related Final List; and

(b) the tenth calendar day following the No Auction Announcement Date,

and ending on and including the Exercise Cut-off Date.

Clearing Member Acknowledgement: As set out at Section 7.7 (*Clearing Member Acknowledgements*).

Clearing Member Communications Failure Event: As set out at Section 7.4 (*Notification of DTCC Failure and Resolution*).

Clearing Member Self Referencing Transaction: A Single Name Cleared Transaction which is registered in the House Account Structure of the Clearing Member and in respect of which,

the Reference Entity is either the relevant Clearing Member or an Affiliate of such Clearing Member.

Client Self Referencing Transaction: A Single Name Cleared Transaction (a) that is registered in the Client Account Structure of a Clearing Member; and (b) in respect of which, the Reference Entity is either the relevant Client or an Affiliate of such Client.

Compression Cut-off Date: The last date on which a Clearing Member may submit a request for any Cleared Transaction to be compressed pursuant to the ad hoc compression methodology and on which a daily automatic compression cycle will be run by LCH SA, in each case in accordance with Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book and Section 5 of the Procedures, being:

(a) in respect of any Index Cleared Transaction, the date falling one Transaction Business Day prior to the Novation Cut-off Date in respect of the relevant Eligible Index Version;

(b) in respect of any Single Name Cleared Transaction and:

(i) a Restructuring Credit Event, the earlier of (A) the date of publication of the relevant Initial List (as defined in the DC Rules), (B) the date falling two Transaction Business Days prior to the relevant date on which the related RMP Notification Deadline falls and (C) such other date falling between the dates in (A) and (B), as determined by LCH SA in consultation with the CDSClear Product Committee and notified to the relevant Clearing Members prior to such date; and

(ii) a Failure to Pay Credit Event or a Bankruptcy Credit Event, the date falling one Transaction Business Day prior to the calendar day following the related Auction Final Price Determination Date, Auction Cancellation Date or No Auction Announcement Date;

(iii) a Succession Event, a date determined by LCH SA in consultation with the CDSClear Product Committee, which shall be not later that the Transaction Business Day before the date on which DTCC will amend its records in respect of such Single Name Cleared Transaction to take into account the occurrence of such Succession Event, and notified to the relevant Clearing Members prior to such date; and

(iv) a Rename Event, the Transaction Business Day before the date on which DTCC will amend its records in respect of Single Name Cleared Transactions to take into account the occurrence of such Rename Event.

For the avoidance of doubt, where a Clearing Member has specified automatic compression on a weekly basis then the last such weekly automatic compression cycle performed by LCH SA will be performed on the Clearing Day falling on the Thursday on or before the relevant Compression Cut-off Date.

DC Restructuring Announcement Date: The date on which the DC Credit Event Announcement of a Restructuring Credit Event is made, *provided that* where such DC Credit Event Announcement is made after 6.30 p.m. on a Business Day or on a day which is not a Business Day, the DC Restructuring Announcement Date will be the first following Business Day.

DC Rules: This term shall have the meaning given to the term "Rules" in the 2003 ISDA Credit Derivatives Definitions.

DC Secretary: This term shall have the meaning set out in the DC Rules.

Deemed Buy-in Period**:** As set out at Section 6.8(b)(i).

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

DTCC Failure Event: As set out at Section 7.4 (*Notification of DTCC Failure and Resolution*).

DTCC Failure Event Time: As set out at Section 7.4 (*Notification of DTCC Failure and Resolution*).

DTCC Notice Facility: A facility made available pursuant to the DTCC Rules for the delivery of Credit Event Notices relating to Restructuring Credit Events or Notices to Exercise Movement Option.

DTCC Resolution Time: As set out at Section 7.4 (*Notification of DTCC Failure and Resolution*).

DTCC Rules: The "Operating Procedures", as published by DTCC and as amended from time to time.

Failed Amount: As set out at Section 6.10 (*Failure to pay Physical Settlement Amount*).

First Novation Date: In respect of:

(a) an Index Cleared Transaction, the first date on which LCH SA will accept Original Transactions referencing the relevant Eligible Index Version for clearing pursuant to the CDS Clearing Documentation, being, in the case of any such version published pursuant to the occurrence of a Succession Event or Credit Event, the date on which credit default swap transactions referencing such version of such index are accepted for registration in the TIW in accordance with the DTCC Rules;

(b) a Single Name Cleared Transaction in respect of which a Novation Cut-off Date has previously occurred pursuant to the occurrence of a Restructuring Credit Event in respect of the relevant Reference Entity, the calendar day following the Transaction Business Day following the latest possible Exercise Cut-off Date for the relevant Restructuring Credit Event or such other date on which LCH SA determines in consultation with the CDSClear Product Committee that LCH SA will begin to again accept Original Transactions referencing the relevant Reference Entity; and

(c) a Single Name Cleared Transaction (other than in the circumstances set-out in (b) above), the first date on which LCH SA determines in consultation with the CDSClear Product Committee that LCH SA will accept or will begin to again accept (as applicable) Original Transactions referencing the relevant Reference Entity.

Index Cleared Transaction: A Cleared Transaction which references a portfolio of Reference Entities specified in a credit default swap index and consists of a Component Transaction (as defined in the Index Cleared Transaction Confirmation) in respect of each such Reference Entity, the terms of which are as evidenced by an Index Cleared Transaction Confirmation.

Index Cleared Transaction Confirmation: For

(a) any Index Cleared Transaction which references a Markit iTraxx® Europe Index Series 21 or below, the form of confirmation which incorporates the iTraxx® Europe Legacy Untranched Standard Terms Supplement, each as published on 20 September 2014 by Markit Group Limited; and

(b) any Index Cleared Transaction which references a Markit CDX™ Index Series 22 or below, the form of confirmation which incorporates the CDX Legacy Untranched Transactions Standard Terms Supplement, each as published on 22 September 2014 by Markit Group Limited,

in each case as amended by this CDS Clearing Supplement and as completed by reference to the relevant Transaction Data (or such other form of confirmation as may be adopted in respect of any CDS Type in accordance with Section 1.2.2 (*Modification*) of the CDS Clearing Rule Book).

Index CCM Client Transaction: A CCM Client Transaction which references a portfolio of Reference Entities specified in a credit default swap index and consists of a Component Transaction (as defined in the Index Cleared Transaction Confirmation) in respect of each such Reference Entity and which is on the same economic terms as an Index Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client.

Initial Re-couponing Notice: As set-out in Section 4.4 (*Re-couponing of Restructuring Cleared Transactions*).

Initial Single Name Cleared Transaction: A Cleared Transaction entered into following the novation of an Original Transaction and which references a single Reference Entity, the terms of which are evidenced by a Single Name Cleared Transaction Confirmation.

Initial Single Name CCM Client Transaction: A CCM Client Transaction which references a single Reference Entity and which is on the same economic terms as an Initial Single Name Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client.

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

Mandatory Provisions: As set-out in Appendix XIII (*CCM Client Transaction Requirements*).

Matched Buyer: A CDS Buyer comprised in a Matched Pair.

Matched Buyer Contract: A Cleared Transaction (or part thereof) between a Matched Buyer and LCH SA which is the subject of a Matched Pair having the Restructuring Matched Pair Amount or the Settlement Matched Pair Delivery Amount, as the case may be, relating to that Matched Pair.

Matched Contract: A Matched Seller Contract or a Matched Buyer Contract, as applicable.

Matched Pair: A Restructuring Matched Pair or Settlement Matched Pair, as applicable.

Matched Seller: A CDS Seller comprised in a Matched Pair.

Matched Seller Contract: A Cleared Transaction (or part thereof) between a Matched Seller and LCH SA which is the subject of a Matched Pair having the Restructuring Matched Pair Amount or the Settlement Matched Pair Delivery Amount, as the case may be, relating to that Matched Pair.

Matching Information Notification Deadline: In respect of a Restructuring Cleared Transaction, 9.00 a.m. on the first day of the CEN Triggering Period, *provided that* the Matching Information Notification Deadline shall fall no earlier than the fifth Transaction Business Day following the relevant DC Credit Event Announcement.

Matrix Re-versioning Date: As set-out in Section 2.5 (*Physical Settlement Matrix Updates*).

NEMO Triggering Period: In relation to any Restructuring Cleared Transaction for which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is applicable, the period starting at 9:00 a.m. on the day falling two Transaction Business Days prior to the relevant Movement Option Cut-off Date for the relevant Credit Event and ending at the last time for delivery of a valid Notice to Exercise Movement Option under the terms of the relevant Cleared Transaction.

No Physical Settlement Confirmation: As set out in Section 6.19 (*Miscellaneous Provisions relating to Physical Settlement*).

No Physical Settlement Confirmation Deadline: As set out in Section 6.19 (*Miscellaneous Provisions relating to Physical Settlement*).

Non-Deliverable Obligation: As set out at Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*).

Non-DVP Obligation: In respect of any Physically Settled Cleared Transaction, a Deliverable Obligation validly specified in a Notice of Physical Settlement which does not, in accordance with then current market standards, settle on a delivery-versus-payment basis through the books and records of a central securities depository or securities settlement system.

Notice Acknowledgement Deadline: As set out in Section 7.7 (*Clearing Member Acknowledgements*).

Notice Reconciliation Deadline: As set out in Section 7.7 (*Clearing Member Acknowledgements*).

Novation Cut-off Date: The date with effect from which LCH SA will no longer accept Original Transactions referencing an Eligible Index Version or Eligible Reference Entity for novation, being:

(a) following the occurrence of a Restructuring Credit Event, the earlier of:

(i) a date determined by LCH SA in consultation with the CDSClear Product Committee, which shall not be earlier than the DC Restructuring Announcement Date; and

(ii) the calendar day immediately following the No Auction Announcement Date,

provided that LCH SA in consultation with the CDSClear Product Committee may, but is not required to, determine that the Novation Cut-off Date for Index Cleared Transactions and the Novation Cut-off Date for Initial Single Name Cleared Transactions are to occur on different days;

(b) following the occurrence of a Failure to Pay Credit Event or a Bankruptcy Credit Event, the calendar day following the related Auction Final Price Determination Date, Auction Cancellation Date or No Auction Announcement Date, as applicable;

(c) following the occurrence of a Succession Event:

(i) in respect of an Index Cleared Transaction, the date notified by DTCC to LCH SA as being the date on which DTCC will amend its records in respect of such Cleared Transaction to take into account a new version of such index published by the relevant index publisher taking into account the occurrence of such Succession Event; or

(ii) in respect of a Single Name Cleared Transaction, the day after the date on which ISDA publicly announces that the relevant Determinations Committee has resolved that a Succession Event has occurred;

(d) following the occurrence of a Rename Event in respect of Single Name Cleared Transactions, the date determined by LCH SA in consultation with the CDSClear Product Committee, which such date shall not be later than the date on which DTCC amends its records in respect of Single Name Cleared Transactions to take into account the occurrence of such Rename Event; or

(e) otherwise, as determined by LCH SA in consultation with the CDSClear Product Committee.

Partial Cash Settlement Terms: As set out in Section 9.8 (*Partial Cash Settlement Terms*) of the 2003 ISDA Credit Derivatives Definitions, as amended by this CDS Clearing Supplement.

Payer: As set out at Section 6.17 (*Physical Settlement Costs*).

Physical Settlement Confirmation: As set out in Section 6.19 (*Miscellaneous Provisions relating to Physical Settlement*).

Physical Settlement Confirmation Deadline: As set out in Section 6.19 (*Miscellaneous Provisions relating to Physical Settlement*).

Physically Settled Cleared Transaction: As set out at Section 6.3 (*Physically Settled Cleared Transactions*).

Physical Settlement Matrix: The Credit Derivatives Physical Settlement Matrix (as defined in the 2005 Matrix Supplement to the 2003 ISDA Credit Derivatives Definitions published on March 7 2005).

Recipient: As set out at Section 6.17 (*Physical Settlement Costs*).

Re-couponing Date: As set-out in Section 4.4 (*Re-couponing of Restructuring Cleared Transactions*).

Re-couponing Notice: As set-out in Section 4.4 (*Re-couponing of Restructuring Cleared Transactions*).

Rename Event: As set out in Section 4.7 (*Rename Events*).

Restructuring Cleared Transaction: A Cleared Transaction which references a single Reference Entity and is created following the creation of Restructuring Matched Pairs pursuant to Section 5.2 (*Creation of Restructuring Cleared Transactions*), the terms of which are evidenced by a Single Name Cleared Transaction Confirmation.

Restructuring CCM Client Transaction: A CCM Client Transaction between a CCM and a CCM Client which references a single Reference Entity and which is on the same economic terms as a Restructuring Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client.

Restructuring Matched Pair: A pairing comprised of a Matched Buyer and a Matched Seller in respect of Restructuring Cleared Transactions created by LCH SA for the purposes of delivery of Credit Event Notices in respect of the relevant Restructuring Credit Event under Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*).

Restructuring Matched Pair Amount: In respect of a Restructuring Matched Pair, the amount of the Floating Rate Payer Calculation Amount in respect of the relevant Restructuring Cleared Transactions allocated by LCH SA to such Restructuring Matched Pair under Section 8.1 (*Creation of Matched Pairs*).

Resulting Single Name Cleared Transaction: A Cleared Transaction which references a single Reference Entity and is created following the termination of a Restructuring Cleared Transaction pursuant to Section 5.15 (*Recouponing*) of the Procedures, the terms of which are evidenced by a Single Name Cleared Transaction Confirmation.

RMP Notification Deadline: In respect of a notification by LCH SA to the relevant Clearing Members in relation to Restructuring Matched Pairs, 10.00 a.m. on the Transaction Business Day immediately prior to the first day of the CEN Triggering Period *provided that* the RMP Notification Deadline shall in no event fall prior to the second Transaction Business Day following the occurrence of the related DC Credit Event Announcement.

Self Referencing Transaction: A Clearing Member Self Referencing Transaction or a Client Self Referencing Transaction, as applicable.

Settlement Matched Pair: A pairing comprised of a Matched Buyer and a Matched Seller in respect of Physically Settled Cleared Transactions deemed to have been created by LCH SA under Section 6.3 (*Physically Settled Cleared Transactions*).

Settlement Matched Pair Delivery Amount: In respect of a Settlement Matched Pair, the amount of the Floating Rate Payer Calculation Amount in respect of the relevant Physically Settled Cleared Transactions allocated by LCH SA to such Settlement Matched Pair under Section 8.1 (*Creation of Matched Pairs*).

Single Name Cleared Transaction: An Initial Single Name Cleared Transaction, a Spin-off Single Name Cleared Transaction, a Restructuring Cleared Transaction and a Resulting Single Name Cleared Transaction.

Single Name Cleared Transaction Confirmation: The form of confirmation for use with the Physical Settlement Matrix that incorporates the 2003 ISDA Credit Derivatives Definitions, as amended by this CDS Clearing Supplement and as completed by reference to:

(a) in the case of an Initial Single Name Cleared Transaction, the relevant Transaction Data; or

(b) in the case of any other type of Single Name Cleared Transaction, the relevant Cleared Transaction or Cleared Transactions that existed immediately prior to the relevant event that resulted in the creation of such Single Name Cleared Transaction (with such amendments as are required pursuant to the terms of the CDS Clearing Documentation),

or such other form of confirmation as may be adopted in respect of any CDS Type in accordance with Section 1.2.2 (*Modification*) of the CDS Clearing Rule Book.

Single Name CCM Client Transaction: A CCM Client Transaction between a CCM and a CCM Client which is on the same economic terms as a Single Name Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client.

SMP Notification Deadline: In respect of a notification by LCH SA to the relevant Clearing Members in relation to Settlement Matched Pairs, noon on the Transaction Business Day following the day on which the Fallback Settlement Method first becomes applicable.

Spin-off Single Name Cleared Transaction: The separate Single Name Cleared Transaction formed in respect of a Reference Entity from a Component Transaction (as defined in the Index Cleared Transaction Confirmation) of an Index Cleared Transaction following the occurrence of a DC Credit Event Announcement in respect of a Restructuring Credit Event with respect to the Reference Entity of such Component Transaction in accordance with the terms of such Index Cleared Transaction, the terms of which are evidenced by a Single Name Cleared Transaction Confirmation.

Transaction Business Day: A "Business Day", as defined in the Index Cleared Transaction Confirmation or the Single Name Cleared Transaction Confirmation, as applicable.

Transaction Data: In respect of an Original Transaction to be novated pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book and cleared by LCH SA as an Index Cleared Transaction or Initial Single Name Cleared Transaction, the data provided by an Approved Trade Source System to LCH SA for such purposes, which includes, without limitation:

(a) in respect of an Index Cleared Transaction, the relevant index, including details of the index name, series and version, the annex date, the Original Notional Amount and the currency of the Original Notional Amount;

(b) in respect of an Initial Single Name Cleared Transaction, the Reference Entity, Reference Obligation, applicable Transaction Type, Floating Rate Payer Calculation Amount, the currency of the Floating Rate Payer Calculation Amount and the Fixed Rate;

(c) the Trade Date;

(d) the Scheduled Termination Date;

(e) the Floating Rate Payer;

(f) the Fixed Rate Payer;

(g) the Fixed Rate Payer Payment Dates;

(h) the Initial Payment Payer;

(i) the Initial Payment Amount; and

(j) whether the 2003 Credit Derivatives Definitions or the 2014 Credit Derivatives Definitions are applicable to such Original Transaction (or, in the case of an Index Cleared Transaction, each component of such Original Transaction).

1.3 **Inconsistency**

To the extent of any conflict between:

(a) any definition or provision contained in Appendix 1 (*CDS Default Management Process*) of the CDS Clearing Rule Book;

(b) the remaining sections of the CDS Clearing Rule Book;

(c) the CDS Admission Agreement;

(d) this CDS Clearing Supplement;

(e) an Index Cleared Transaction Confirmation or a Single Name Cleared Transaction Confirmation;

(f) the Procedures; or

(g) any Clearing Notices,

the first referenced document shall prevail except in relation to determining the existence and amount of any payment and delivery obligations under any Cleared Transactions, in respect of which this CDS Clearing Supplement, the Index Cleared Transaction Confirmation or the Single Name Cleared Transaction Confirmation, as applicable, shall prevail to the extent permitted by law.

1.4 **Timing**

Pursuant to Article 1.2.8 (*Time reference*) of the CDS Clearing Rule Book, any reference to a time of day herein shall be deemed to be a reference to Central European Time unless otherwise provided herein.

1.5 **Third Party Rights**

Unless otherwise provided in this CDS Clearing Supplement or in the CDS Clearing Rulebook, a person who is not a party to a Cleared Transaction does not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of such Cleared Transaction or this CDS Clearing Supplement as it relates to such Cleared Transaction.

1.6 **Recording of Conversations**

Each of LCH SA and each Clearing Member consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with any Cleared Transaction and agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and agrees, to the extent permitted by applicable law, that such recordings may be submitted as evidence in any related court or arbitral proceedings.

1.7 **Application to FCM Clearing Members**

(a) Upon the taking of any action pursuant to this CDS Clearing Supplement by an FCM Clearing Member in respect of an FCM Cleared Transaction entered into as agent for the account of an FCM Client (as described in FCM CDS Clearing Regulation 1(c)), such FCM Clearing Member shall be deemed to represent to LCH SA that it has the power and authority to, and has been duly authorised to, take such action for the account of such FCM Client.

(b) For purposes of this CDS Clearing Supplement, with regard to any Cleared Transaction entered into by an FCM Clearing Member acting as agent for the account of an FCM Client (as described in FCM CDS Clearing Regulation 1(c)):

(i) references herein to "CDS Buyer" or "CDS Seller", as the case may be, shall be understood to be references to such FCM Client (which shall not, for the avoidance of doubt, prejudice LCH SA's right to deal solely with the FCM Clearing Member pursuant to Article 6.1.1.3(vi) of the CDS Clearing Rule Book); and

(ii) references herein to: (1) a Clearing Member entering into a Cleared Transaction with LCH SA; and (2) a Clearing Member forming part of a Matched Pair, shall each be understood as such FCM Clearing Member acting as agent for the account of such FCM Client (as described in FCM CDS Clearing Regulation 1(c)).

2. TERMS OF CLEARED TRANSACTIONS

2.1 General Terms of Cleared Transactions

(a) **Terms of Index Cleared Transactions and Initial Single Name Cleared Transactions**

Upon novation of an Original Transaction at the Novation Time in accordance with Title III (*Clearing Operations*) of the CDS Clearing Rule Book, each resulting Index Cleared Transaction or Initial Single Name Cleared Transaction is entered into by LCH SA and the relevant Clearing Member on the terms of the related Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation (as applicable).

(b) **Terms of Spin-off Single Name Cleared Transactions, Restructuring Cleared Transactions and Resulting Single Name Cleared Transactions**

If any Spin-off Single Name Cleared Transaction is deemed to have been entered into by the parties in accordance with the terms of any Index Cleared Transaction or if any Restructuring Cleared Transaction is created pursuant to Section 5.2 (*Creation of Restructuring Cleared Transactions*) or if any Resulting Single Name Cleared Transaction is created pursuant to Section 5.15 (*Recouponing*) of the Procedures, such Spin-off Single Name Cleared Transaction, Restructuring Cleared Transaction or Resulting Single Name Cleared Transaction is entered into by LCH SA and the

relevant Clearing Member on the terms of the related Single Name Cleared Transaction Confirmation.

(c) **Trade Date of Cleared Transactions following Compression**

Notwithstanding paragraphs (a) and (b) above, where Cleared Transactions are subject to compression in accordance with Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book, the Trade Date of any resulting Cleared Transaction(s) shall be, in respect of any Cleared Transaction subject to:

(i) ad hoc compression (as described in Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book), the date on which the request for compression was effectively received and processed in accordance with Section 5 of the Procedures, which shall be:

(A) the Clearing Day on which such request is submitted and uploaded by the relevant Clearing Member *provided that* such request for compression was received by LCH SA before 7.00 p.m. on such Clearing Day (if such request is submitted and uploaded by the relevant Clearing member via any means of access specified in a Clearing Notice or 5.00 p.m. (if such request is not submitted via any means of access specified in a Clearing Notice in the case of a disruption of the relevant means of access);

(B) the Clearing Day on which such request is submitted if such request is not submitted via any means of access specified in a Clearing Notice in the case of disruption of the relevant means of access and is submitted after 5.00 p.m. but LCH SA, in its sole discretion, processes such request on the Clearing Day on which such request is submitted; and

(C) unless the relevant Clearing Member instructs the Operations Department to withdraw such request, the Clearing Day following the Clearing Day on which such request is submitted if such request is not submitted via any means of access specified in a Clearing Notice in the case of disruption of the relevant means of access and is submitted after 5.00 p.m. and LCH SA, in its sole discretion, does not process such request on the Clearing Day on which such request is submitted; or

(ii) automatic compression (as described in Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book), the Clearing Day on which such Cleared Transaction is automatically compressed by LCH SA in accordance with Section 5 of the Procedures.

2.2 **Index Cleared Transaction Confirmation**

The Index Cleared Transaction Confirmation is amended, supplemented and completed as follows:

(a) (i) if the Index Cleared Transaction references a Markit iTraxx® Europe Index, by deleting the words "between [●] (**Party A**) and [●] (**Party B**)" in the third line of the first paragraph; and

(ii) if the Index Cleared Transaction references a Markit CDX™ Index, by deleting the words "between [Party A] ("Party A") and [counterparty's name] ("Party B")" in the third and fourth lines of the first paragraph,

and in each case replacing them with:

"between LCH SA (**"Party A"**) and Clearing Member, as identified in the relevant CDS Admission Agreement between such Clearing Member and Party A (**"Party B"**)";

(b) (i) if the Index Cleared Transaction references a Markit iTraxx® Europe Index, by deleting the fifth paragraph thereof; and

(ii) if the Index Cleared Transaction references a Markit CDX™ Index, by deleting the third paragraph thereof,

in each case replacing it with the following:

"This Confirmation supplements, forms a part of, and is subject to, the CDS Clearing Documentation, as defined in the CDS Clearing Rule Book.";

(c) if the Index Cleared Transaction references a Markit iTraxx® Europe Index, by deleting the sixth paragraph thereof and replacing it with the following:

"The terms of the iTraxx® Master Transaction, which is an Index Cleared Transaction, to which this Confirmation relates are as follows:";

(d) if the Index Cleared Transaction references a Markit CDX™ Index, by deleting the fourth paragraph thereof and replacing it with the following:

"The terms of the Master Transaction, which is an Index Cleared Transaction, to which this Confirmation relates are as follows:";

(e) by specifying that the “Calculation Agent” is Party A;

(f) (i) if the Index Cleared Transaction references a Markit iTraxx® Europe Index, by inserting the following “Additional terms”:

"The Legacy Standard Terms Supplement is amended for the purposes of this Transaction by deleting paragraph 5.4 (*De Minimis Cash Settlement*) of Section A in its entirety": and

(ii) if the Index Cleared Transaction references a Markit CDX™ Index, by inserting the following “Additional terms”:

"The CDX Legacy Standard Terms Supplement is amended for the purposes of this Transaction by deleting paragraph 5.3 (*De Minimis Cash Settlement*) of Section A in its entirety":

(g) by deleting the contact details for notices and the account details; and

(h) by deleting the signature blocks.

2.3 **Single Name Cleared Transaction Confirmation**

The Single Name Cleared Transaction Confirmation is amended, supplemented and completed as follows:

(a) by deleting the words "between us" from the first paragraph thereof and replacing them with:

"between LCH SA (**"Party A"**) and Clearing Member, as identified in the relevant CDS Admission Agreement between Clearing Member and Party A (**"Party B"**)";

(b) by deleting the words "as supplemented by each of the May 2003 Supplement and the 2005 Matrix Supplement to the 2003 ISDA Credit Derivatives Definitions" in the second paragraph thereof and replacing them with the words "as supplemented by each of the 2005 Matrix Supplement to the 2003 ISDA Credit Derivatives Definitions and the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (published on July 14, 2009)";

(c) by deleting the third paragraph thereof and replacing it with the following:

"This Confirmation supplements, forms a part of and is subject to the CDS Clearing Documentation, as defined in the CDS Clearing Rule Book.";

(d) by specifying the Matrix Publication Date as the date of publication of the Relevant Physical Settlement Matrix;

(e) by specifying that the “Calculation Agent” is Party A;

(f) notwithstanding the terms of the relevant Original Transaction, by specifying that the Reference Obligation is the CDSClear Preferred Reference Obligation;

(g) by deleting references to the Initial Payment Payer and the Initial Payment Amount in part 2 in relation to Single Name Cleared Transactions in respect of which there is no Initial Payment Payer and Initial Payment Amount;

(h) by deleting parts 4, 5, 6 and 7 in their entirety;

(i) by inserting the following provision in the "Additional Terms" section of the Confirmation:

"Section 2.31 (*Merger of Reference Entity and Seller*) of the Credit Derivatives Definitions shall not apply."; and

(j) by deleting the signature blocks.

2.4 **Amendments to 2003 ISDA Credit Derivatives Definitions**

(a) For the purposes of this CDS Clearing Supplement, Section 9.2(c)(iv) of the 2003 ISDA Credit Derivatives Definitions as incorporated in any Cleared Transaction shall be amended such that, where LCH SA is the designator in relation to any Restructuring Cleared Transaction or Physically Settled Cleared Transaction, as applicable, it is permitted to designate any relevant CDS Buyer or CDS Seller, as applicable, in accordance with Section 8 (*Matched Pair Designations and Notices*) as its designee, notwithstanding that such relevant CDS Buyer or CDS Seller, as applicable, is not its Affiliate and for the additional purposes of:

(i) delivering or receiving any Credit Event Notice relating to a Restructuring Credit Event or Notice to Exercise Movement Option (in each case, to the extent not delivered via a DTCC Notice Facility);

(ii) delivering or receiving any Notice of Physical Settlement or NOPS Amendment Notice;

(iii) making or receiving payment of any Physical Settlement Amount and any costs and expenses of Physical Settlement; and

(iv) delivering or receiving any notice and otherwise exercising any rights or performing any obligations of LCH SA for the purposes of Sections 9.9 (*Buy-in of Bonds Not Delivered*) or 9.10 (*Alternative Procedures Relating to Loans Not* Delivered) of the 2003 ISDA Credit Derivatives Definitions.

(b) Section 9.1(c)(iii) of the 2003 ISDA Credit Derivatives Definitions is amended by deleting both occurrences of the words "master agreement between Buyer and Seller that governs the relevant Credit Derivative Transaction" and replacing each with the words "CDS Clearing Documentation".

(c) Section 9.2(a) of the 2003 ISDA Credit Derivatives Definitions is amended by deleting the words "any master agreement governing the Credit Derivative Transaction" at the end thereof and replacing them with the words "the CDS Clearing Documentation".

(d) Section 9.2(c)(ii) of the 2003 ISDA Credit Derivatives Definitions is amended by deleting the words "any master agreement governing the Credit Derivative Transaction" at the end of the third sentence thereof and replacing them with the words "the CDS Clearing Documentation".

(e) Section 9.2(c)(iii) of the 2003 ISDA Credit Derivatives Definitions is amended by deleting both occurrences of the words "a master agreement governing the Credit Derivative Transaction" and replacing each with the words "the CDS Clearing Documentation".

(f) The Protocol Effectiveness Condition (as defined in the 2014 ISDA Credit Derivatives Definitions Protocol published by ISDA on 21 August 2014 and supplemented by the Supplement thereto published by ISDA on 15 September 2014 and as further supplemented from time to time (the "**2014 Protocol**")) being satisfied, then from and including the Implementation Date (as defined in the 2014 Protocol) the amendments set forth in Part 1 (*Global Amendments*) of Schedule 1 (*Amendments to Protocol Covered Transactions)* of the 2014 Protocol shall apply to each Cleared Transaction which incorporates the 2003 ISDA Credit Derivatives Definitions and each such Cleared Transaction shall be a Protocol Covered Transaction for the purposes of the 2014 Protocol provided that:

(i) the First Novation Date in respect of such Cleared Transaction is prior to the Implementation Date;

(ii) such Cleared Transaction is not an Excluded Transaction (as defined in the 2014 Protocol) provided that if such Cleared Transaction relates to more than one Reference Entity and would otherwise be a Protocol Covered Transaction but for the inclusion of any Affected Portion (as defined in the 2014 Protocol) therein, such Affected Portion shall be excluded for the purposes of this Section 2.4(f) and the remaining portion of such Cleared Transaction shall be deemed to be a Protocol Covered Transaction;

(iii) the Scheduled Termination Date in respect of such Cleared Transaction is on or after the Implementation Date;

(iv) no Event Determination Date has occurred in respect of such Cleared Transaction prior to the Implementation Date;

(v) from and including the Implementation Date the provisions of Part B of the CDS Clearing Supplement shall apply to such Cleared Transaction or the portion of such Cleared Transaction other than the Affected Portion, as applicable and such Cleared Transaction shall be treated as if it had been entered into and is subject to the 2014 ISDA Credit Derivatives Definitions. In the event of any inconsistency between the provisions of Part B of the CDS Clearing Supplement and the amendments set forth in this paragraph 2.4, the provisions of Part B of the CDS Clearing Supplement shall prevail.

2.5 **Physical Settlement Matrix Updates**

(a) **Publication of Revised Matrix**

Where ISDA publishes a new version (the "**Revised Matrix**") of the Physical Settlement Matrix that is the Relevant Physical Settlement Matrix in respect of an

Eligible Reference Entity (the "**Existing Matrix**"), LCH SA will, in consultation with the CDSClear Product Committee, determine whether the Existing Matrix and the Revised Matrix are fungible for the purposes of Single Name Cleared Transactions referencing such Eligible Reference Entity.

If there are any changes between the terms of the Revised Matrix and the Existing Matrix that would apply to Single Name Cleared Transactions referencing the Eligible Reference Entity and the Existing Matrix were they to reference the Revised Matrix instead, then the Existing Matrix and the Revised Matrix shall be deemed not to be fungible and paragraph (c) below shall apply.

(b) **Revised Matrix Fungible**

If LCH SA determines in consultation with the CDSClear Product Committee that the Existing Matrix and the Revised Matrix are fungible for the purposes of Single Name Cleared Transactions referencing an Eligible Reference Entity (such date of determination, a **Matrix Re-versioning Date**), then:

(i) LCH SA will promptly notify all Clearing Members of such determination; and

(ii) each Single Name Cleared Transaction referencing such Eligible Reference Entity and the Existing Matrix will, as of the close of business on the Matrix Re-versioning Date, be deemed to have been amended so as to reference the Revised Matrix, which shall become the Relevant Physical Settlement Matrix in respect of such Eligible Reference Entity.

For the avoidance of doubt, following the publication of a Revised Matrix, there may be different Matrix Re-versioning Dates in respect of Single Name Cleared Transactions referencing different Eligible Reference Entities.

(c) **Revised Matrix not Fungible**

If it is determined that the Revised Matrix and the Existing Matrix are not fungible for the purposes of Single Name Cleared Transactions referencing an Eligible Reference Entity, then existing Single Name Cleared Transactions referencing such Eligible Reference Entity and the Existing Matrix shall continue to reference the Existing Matrix.

(d) **Original Transactions submitted prior to Matrix Re-versioning Date**

Pursuant to Section 2.3(d) above, any Original Transaction referencing an Eligible Reference Entity submitted for clearing after a Matrix Re-versioning Date in respect of such Eligible Reference Entity and which references the Existing Matrix prior to such Matrix Re-versioning Date will, following novation, result in an Initial Single Name Cleared Transaction referencing the Revised Matrix.

3. PAYMENTS AND DELIVERIES

3.1 Obligation to pay and deliver

Each of LCH SA and each Clearing Member will make each payment or delivery specified under the terms of each Cleared Transaction to be made by it, subject to the other provisions of the CDS Clearing Documentation.

Payments under any Cleared Transaction will be made on the due date for value on that date in the place of the account specified for the relevant party in the CDS Admission Agreement (or such other account as may be designated by it from time to time for such purpose in accordance with the CDS Admissions Agreement and/or the Procedures, as applicable) and otherwise in accordance with the CDS Clearing Documentation, in freely transferable funds and in the manner customary for payments in the required currency.

Deliveries under any Cleared Transaction will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in or pursuant to the CDS Clearing Documentation.

3.2 Payments under Original Transactions

(a) If any Initial Payment Amount or Fixed Amount is due and payable under the terms of an Original Transaction on or before the Clearing Day on which the related Cleared Transactions are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book, such amount shall be payable under and in accordance with the terms of such Original Transaction. In such event, no corresponding Initial Payment Amount or Fixed Amount shall be payable in respect of such Cleared Transactions.

(b) If the Initial Payment Date of an Original Transaction is a date falling after the Clearing Day on which the Cleared Transactions related to such Original Transaction are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book then the corresponding Initial Payment Date for the related Cleared Transactions shall occur on the Transaction Business Day which is also a Clearing Day immediately following the Clearing Day on which such related Cleared Transactions are created.

4. CREDIT EVENTS, SUCCESSION EVENTS AND RENAME EVENTS

4.1 Determination of Credit Events and Succession Events

Notwithstanding any provision of any Cleared Transaction to the contrary:

(a) LCH SA (in its capacity as Calculation Agent with respect to such Cleared Transaction) shall not make any determination in respect of any matter which is or may be subject to resolution under Sections 3.5 (*Succession Event Resolutions*) or 3.6 (*Substitute Reference Obligation Resolutions*) of the DC Rules*;* and

(b) neither LCH SA nor any Clearing Member shall be entitled to deliver a Succession Event Notice or a Credit Event Notice (other than Credit Event Notices in relation to a Restructuring Credit Event in accordance with the terms of any Restructuring Cleared Transaction and, where applicable, the DTCC Rules and Section 7.8 (*Failure to notify Matched Pairs*)).

4.2 **Credit Event Timeline**

(a) **Publication of Credit Event Timeline**

Upon a DC Credit Event Announcement, LCH SA will publish and make available to Clearing Members a timeline in respect of the relevant Credit Event and related Affected Cleared Transactions, to notify, among other things, the relevant Novation Cut-off Date(s), Compression Cut-off Date(s) and First Novation Date(s).

Any such timeline shall (i) be published and made available on the date of such DC Credit Event Announcement or, if LCH SA determines that such publication on such date is not practicably possible, as soon as practicable thereafter (but in no event later than the Transaction Business Day before the earlier of the relevant Novation Cut-off Date and the relevant Compression Cut-off Date) and (ii) in all cases be without prejudice to and consistent with the terms of the CDS Clearing Documentation and any relevant DC Resolutions.

(b) **Amendment of Credit Event Timeline**

Any such timeline may be subject to subsequent amendment by LCH SA, by means of a Clearing Notice to Clearing Members, only to reflect subsequent DC Resolutions, timing provisions of any relevant Transaction Auction Settlement Terms and/or actions of DTCC, or in each case any subsequent amendments thereto. Any such amendment shall be made by LCH SA as soon as reasonably practicable following the relevant event.

4.3 **Novation and Compression following Credit Events**

Any Restructuring Cleared Transaction (or portion thereof) in respect of which a valid Credit Event Notice is not delivered during the relevant CEN Triggering Period shall become eligible for compression in accordance with Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book on the Transaction Business Day following the related Exercise Cut-off Date applicable to the relevant Buyer.

By way of clarification to Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book, LCH SA shall effect compression of relevant Cleared Transactions if and to the extent requested by a Clearing Member.

4.4 **Re-couponing of Restructuring Cleared Transactions**

Following a Restructuring Credit Event, LCH SA may perform re-couponing in accordance with Section 5 of the Procedures on any Restructuring Cleared Transaction (or portion

thereof) in respect of which a valid Credit Event Notice has not been delivered during the relevant CEN Triggering Period, provided that:

(a) LCH SA notifies (such notice, the "**Initial Re-couponing Notice**") all of the relevant Clearing Members of its intention to perform such re-couponing and the intended date of such re-couponing (such date, the "**Re-Couponing Date**");

(b) the Re-Couponing Date is no earlier than the later of (i) the end of the relevant CEN Trigger Period; and (ii) eight Transaction Business Days after the effective date of the Initial Re-couponing Notice;

(c) all of the relevant Clearing Members have subsequently consented to the proposed re-couponing, subject to confirmation of the terms of such re-couponing, within five Transaction Business Days of the effective date of the Initial Re-couponing Notice;

(d) after receiving consent from all relevant Clearing Members in accordance with paragraph (c) above, LCH SA notifies (such notice, the "**Re-couponing Notice**") the relevant Clearing Members, no later than three Transactions Business Days prior to the Re-Couponing Date, of the proposed terms of the Resulting Single Name Cleared Transactions determined by LCH SA in accordance with Section 5 of the Procedures; and

(e) all of the relevant Clearing Members have subsequently consented to the proposed terms of such re-couponing process as set out in the Re-couponing Notice within two Transaction Business Days of the effective date of the Re-couponing Notice.

For the avoidance of doubt, if, in respect of a proposed re-couponing process, LCH SA does not obtain consent from all of the relevant Clearing Members in accordance with paragraphs (c) or (e) above, then LCH SA may elect to propose a re-couponing process again in accordance with this Section 4.4 for so long as any relevant Restructuring Cleared Transactions remain outstanding.

4.5 **Succession Events and Cleared Transactions**

If LCH SA determines that any Original Transaction submitted for novation or any Cleared Transaction subject to compression would have been subject to a Succession Event but will no longer be subject to such Succession Event upon novation or compression (as applicable) because of the Trade Date that would be specified with respect to the relevant Cleared Transactions, LCH SA may take such action as it deems necessary to ensure that such Succession Event is given effect with respect to such Cleared Transactions, including, without limitation, specifying an alternate Trade Date for purposes of Section 2.1 (*Reference Entity*) of the 2003 ISDA Credit Derivatives Definitions with respect to each relevant Cleared Transaction or, where LCH SA determines that an alternative course of action is not practicable, declining to accept such Original Transaction for novation or Cleared Transaction for compression (as applicable).

4.6 **Succession Event Timeline**

(a) **Publication of Succession Event Timeline**

Following the publication of a resolution of a relevant Credit Derivatives Determinations Committee to the effect that one or more Successors have been identified with respect to any Reference Entity for the purposes of any Cleared Transaction, LCH SA will publish and make available to Clearing Members a timeline in respect of the relevant Succession Event and related Affected Cleared Transactions, to notify, amongst other things, the relevant Novation Cut-off Date(s), Compression Cut-off Date(s) and First Novation Date(s).

Any such timeline shall be published and made available as soon as practicable (but in no event later than the Transaction Business Day before the earlier of the relevant Novation Cut-off Date and the relevant Compression Cut-off Date) and shall in all cases be without prejudice to and consistent with the terms of the CDS Clearing Documentation and any relevant DC Resolutions.

(b) **Amendment of Succession Event Timeline**

Any such timeline may be subject to subsequent amendment by LCH SA, by means of a Clearing Notice to Clearing Members, to reflect subsequent DC Resolutions and any relevant actions of DTCC, or in each case any subsequent amendments thereto. Any such amendment shall be made by LCH SA as soon as reasonably practicable following the relevant event.

4.7 **Rename Events**

In respect of Single Name Cleared Transactions, if a Reference Entity changes its name (a "**Rename Event**"), LCH SA will publish and make available to Clearing Members as soon as practicable upon becoming aware of such Rename Event a timeline in respect of the relevant Rename Event and related Affected Cleared Transactions, to notify, amongst other things, the relevant Novation Cut-off Date(s), Compression Cut-off Date(s) and First Novation Date(s).

Any such timeline may be subject to subsequent amendment by LCH SA, by means of a Clearing Notice to Clearing Members, to reflect any relevant actions of DTCC. Any such amendment shall be made by LCH SA as soon as reasonably practicable following the relevant event.

4.8 **Updating Eligible Index Versions**

(a) **Publication of Revised Index**

Where the Index Publisher of an Eligible Index Version publishes a revised version of such index following:

(i) a DC Credit Event Announcement;

(ii) a DC Resolution becoming effective which specifies that a Succession Event has occurred; or

(iii) the determination of a Substitute Reference Obligation,

LCH SA will in consultation with the CDSClear Product Committee determine whether such revised index version is fungible with the Eligible Index Version after taking account of the relevant Credit Event, Succession Event or, as applicable, Substitute Reference Obligation.

(b) **Index Version not Fungible**

If LCH SA determines in consultation with the CDSClear Product Committee that such revised index version is not fungible with the Eligible Index Version after taking account of the relevant Credit Event, Succession Event or, as applicable, Substitute Reference Obligation, it shall notify DTCC accordingly so that DTCC does not automatically update the trade records for Index Cleared Transactions and Index CCM Client Transactions referencing the relevant Eligible Index Version in the TIW.

(c) **Index Fungible**

Unless LCH SA has notified DTCC in accordance with paragraph (b) above, following confirmation from DTCC that the trade records for Cleared Transactions referencing the relevant index have been updated in the TIW (such date a **DTCC Re-versioning Date**) so that such Cleared Transactions reference the revised index version (which such revised index version shall become the Eligible Index Version), LCH SA will update its corresponding records in the CDS Clearing System overnight following such DTCC Re-versioning Date. LCH SA will send Cleared Transaction Portfolio Reports to the relevant Clearing Members on the Transaction Business Day following such DTCC Re-versioning Date which will be updated so as to refer to Cleared Transactions referencing the revised index version.

4.9 Reversal of DC Credit Event Announcements and Margining

If a DC Credit Event Announcement is reversed then, subject to Section 9.1(c)(iii)(B) of the 2003 ISDA Credit Derivatives Definitions, LCH SA shall be obliged in accordance with Section 3 of the Procedures to calculate and shall be entitled to call for Margin and/or be obliged to return Margin with respect to each Clearing Member on the basis that the DC Credit Event Announcement that is reversed had not been made.

5. RESTRUCTURING

5.1 Creation and Notification of Restructuring Matched Pairs

Following the occurrence of a Restructuring Credit Event, LCH SA will create (on one or, if the Novation Cut-off Date in respect of Index Cleared Transactions is prior to the Novation Cut-off Date in respect of Initial Single Name Cleared Transactions, two or more occasions) Restructuring Matched Pairs in accordance with Section 8.1 (*Creation of Matched Pairs*).

Each such Restructuring Matched Pair shall be composed of two Restructuring Cleared Transactions created at the same time as and as a result of the termination of the relevant Single Name Cleared Transactions pursuant to Section 5.2 (*Creation of Restructuring Cleared Transactions*) below.

LCH SA shall notify the relevant Matched Buyer and Matched Seller comprised within each Restructuring Matched Pair of:

(a) the identity of the other Clearing Member (together with the address, fax number, telephone number, email address and other applicable notice details of such other Clearing Member) of such Matched Pair; and

(b) the associated Restructuring Matched Pair Amount,

as soon as reasonably practicable following the related Compression Cut-off Date, but in any event, at or prior to the RMP Notification Deadline.

LCH SA will additionally provide to DTCC all relevant "Matching Information" (as defined in the DTCC Rules) on or prior to the Matching Information Notification Deadline.

5.2 **Creation of Restructuring Cleared Transactions**

Upon the notification to the relevant Clearing Members of Restructuring Matched Pairs, the relevant Initial Single Name Cleared Transactions, Restructuring Cleared Transactions (created following the occurrence of a previous Restructuring Credit Event), Spin-off Single Name Cleared Transactions and Resulting Single Name Cleared Transactions entered into by each Clearing Member with LCH SA will be deemed terminated and new Restructuring Cleared Transactions of the same CDS Type will be deemed to be entered into between each such Clearing Member and LCH SA, with each such Restructuring Cleared Transaction having a Floating Rate Payer Calculation Amount corresponding to the Restructuring Matched Pair Amount of a Restructuring Matched Pair in which the relevant Clearing Member is comprised as a Matched Buyer or a Matched Seller, as applicable.

5.3 **Triggering of Restructuring Cleared Transactions**

Subject as set out in Section 7 (*Delivery of Notices and Fallbacks*), and notwithstanding anything to the contrary in the terms of any Cleared Transaction, Clearing Members may only deliver Credit Event Notices in relation to a Restructuring Credit Event during the CEN Triggering Period following notification of Restructuring Matched Pairs by LCH SA and subject always to the terms of the relevant Restructuring Cleared Transaction and, where applicable, the DTCC Rules.

Any Credit Event Notice delivered in respect of a Restructuring Matched Pair for an amount which is greater than the related Floating Rate Payer Calculation Amount shall be ineffective as to such excess.

5.4 **Notice to Exercise Movement Option**

Subject as set out in Section 7 (*Delivery of Notices and Fallbacks*), Clearing Members may only deliver a Notice to Exercise Movement Option during the NEMO Triggering Period, subject always to the other terms of the relevant Restructuring Cleared Transaction and, where applicable, the DTCC Rules.

5.5 **Reversal of DC Credit Event Announcements**

If a DC Credit Event Announcement made in relation to a Restructuring Credit Event is reversed then, subject to Section 9.1(c)(iii)(B) of the 2003 ISDA Credit Derivatives Definitions:

(a) LCH SA shall have no obligation to create Restructuring Matched Pairs in accordance with Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*), any such Restructuring Matched Pairs so created shall be deemed not to have been created and any Credit Event Notices delivered in connection with such Restructuring Matched Pairs shall be deemed to be ineffective;

(b) LCH SA shall, where applicable, make relevant registrations in the TIW in order to reflect such reversal which shall also automatically result in such registrations being made in respect of any related CCM Client Transactions; and

(c) Section 4.9 (*Reversal of DC Credit Event Announcements and Margining*) shall apply.

5.6 **Reports**

Without prejudice to the notification requirements set out elsewhere in the CDS Clearing Documentation, LCH SA will communicate to the relevant Clearing Members, on the basis of information received from DTCC or, as applicable, from Clearing Members, amongst other things:

(a) the aggregate Floating Rate Payer Calculation Amounts of Restructuring Cleared Transactions to which they are a party and which are the subject of Credit Event Notices; and

(b) the results of the exercise of any Movement Option in relation to Cleared Transactions to which they are a party,

at or around 7.00 p.m. on each day during each CEN Triggering Period and NEMO Triggering Period, as applicable, through the reports referred to in Section 5 of the Procedures.

For the avoidance of doubt, such communication shall not affect the validity or effectiveness of any Credit Event Notice or Notice to Exercise Movement Option which shall be subject to the terms of the relevant Restructuring Cleared Transaction.

6. PHYSICAL SETTLEMENT

6.1 General Terms relating to Physical Settlement

Where Physical Settlement is applicable as the Fallback Settlement Method pursuant to Section 12.1 (*Auction Settlement*) or 12.17 (*Movement Option*) of the 2003 ISDA Credit Derivatives Definitions, each Cleared Transaction will be subject to settlement in accordance with its terms and this Section 6 (*Physical Settlement*).

LCH SA has implemented a process, as set-out in this Section 6 (*Physical Settlement*), pursuant to which Clearing Members will manage the physical delivery process bilaterally in respect of any Cleared Transactions for which Physical Settlement is applicable.

Notwithstanding such process, LCH SA shall remain the legal counterparty for any such Cleared Transactions for which Physical Settlement is applicable and shall continue to be liable with respect to its obligations relating to such Physical Settlement, subject to its terms and this Section 6 (*Physical Settlement*).

6.2 Creation and Notification of Settlement Matched Pairs

LCH SA will create Settlement Matched Pairs in accordance with Section 8.1 (*Creation of Matched Pairs*) and notify Matched Buyer and Matched Seller comprised within each Settlement Matched Pair of:

(a) the identity of the other Clearing Member (together with the address, fax number, telephone number, email address and other applicable notice details of each such other Clearing Member); and

(b) the associated Settlement Matched Pair Delivery Amount,

at or prior to the SMP Notification Deadline.

Notwithstanding the above, the Settlement Matched Pair for a Restructuring Cleared Transaction shall be the Restructuring Matched Pair previously created by LCH SA in accordance with Section 8.1 (*Creation and Notification of Restructuring Matched Pairs*) in respect of such Restructuring Cleared Transaction.

6.3 Physically Settled Cleared Transactions

Following the actual or deemed creation of such Settlement Matched Pairs, the relevant Cleared Transactions in respect of which the Fallback Settlement Method applies will be construed as if they had been terminated and new Cleared Transactions of the same CDS Type will be deemed to have been entered into between each such Clearing Member and LCH SA (each such deemed Cleared Transaction being a **"Physically Settled Cleared Transaction"**).

Each such Physically Settled Cleared Transaction shall have a Floating Rate Payer Calculation Amount corresponding to the Settlement Matched Pair Delivery Amount of a Settlement

Matched Pair in which the relevant Clearing Member is comprised as a Matched Buyer or a Matched Seller, as applicable.

6.4 **Matched Seller Calculation Agent**

Notwithstanding any provision to the contrary in a Physically Settled Cleared Transaction (but subject as set out in Section 6.10 (*Failure to pay Physical Settlement Amount*), the "Calculation Agent" for the purposes of Article VIII (*Terms relating to Physical Settlement)* and Section 9.8 (*Partial Cash Settlement Terms*) of the 2003 ISDA Credit Derivatives Definitions shall be the relevant Matched Seller.

6.5 **Notices of Physical Settlement**

(a) **No Notices of Physical Settlement until Notification of Settlement Matched Pairs**

Subject as set out at Section 7.8 (*Failure to notify Matched Pairs*) and notwithstanding anything to the contrary in the terms of any Cleared Transaction, Clearing Members may not deliver any Notices of Physical Settlement in respect of any Affected Cleared Transactions until they have been notified of their Settlement Matched Pairs.

(b) **Notice of Physical Settlement to contain Matched Buyer Account Information**

Each Notice of Physical Settlement delivered by Matched Buyer shall contain, in addition to the information required under the terms of the relevant Physically Settled Cleared Transaction, Matched Buyer's account information.

(c) **LCH SA not Liable**

LCH SA shall have no liability with respect to any loss, cost, damage or expense suffered or incurred by a Matched Seller as a result of any error or inaccuracy in any Notice of Physical Settlement or any NOPS Amendment Notice sent by a Matched Buyer and shall have no duty to verify any such notice or the contents thereof.

6.6 **Delivery of Non-DVP Obligations**

The following shall apply in relation to any Settlement Matched Pair where the relevant Matched Buyer specifies a Non-DVP Obligation in a Notice of Physical Settlement or NOPS Amendment Notice:

(a) The relevant Matched Buyer shall notify LCH SA that it is ready to Deliver the relevant Non-DVP Obligation at or prior to 5.30 p.m. on the Transaction Business Day prior to the date on which Delivery is scheduled to occur. In such notice, the relevant Matched Buyer shall also specify the amount of any expenses payable to it under Section 9.2(c)(vi) of the 2003 ISDA Credit Derivatives Definitions.

(b) LCH SA shall notify the relevant Matched Seller at or prior to 6.30 p.m. on the Transaction Business Day prior to the date on which Delivery is scheduled to occur that it is obligated to pay LCH SA the amount of the relevant Physical Settlement

Amount corresponding to the Outstanding Amount of such Non-DVP Obligation and any amounts in respect of expenses notified by the relevant Matched Buyer before 9.00 a.m. on the following Transaction Business Day.

(c) The relevant Matched Seller shall pay to LCH SA the amount(s) so requested on or prior to 9.00 a.m. on the Transaction Business Day immediately following the date on which the relevant Matched Buyer notified LCH SA of its readiness to Deliver provided that the request for payment has been made in a timely manner as set out above.

(d) LCH SA shall notify the relevant Matched Buyer that it has received payment at or prior to 5.30 p.m. on the Transaction Business Day in which LCH SA receives payment, provided that payment is received by LCH SA at or prior to 9.00 a.m. on such Transaction Business Day as set out above.

(e) The relevant Matched Seller shall notify LCH SA that Delivery has occurred by 5.30 p.m. on the Transaction Business Day on which Matched Seller receives Delivery of the relevant Non-DVP Obligations. Notices received after 3.30 p.m. will be deemed received on the next following Transaction Business Day, unless LCH SA agrees otherwise.

(f) If and to the extent that LCH SA has received payment from the relevant Matched Seller of the Physical Settlement Amount in full on a timely basis as set out above, LCH SA shall pay the Physical Settlement Amount and any expenses due to the relevant Matched Buyer under paragraph 9.2(c)(vi) of the 2003 ISDA Credit Derivatives Definitions on or prior to 9.00 a.m. on the Transaction Business Day following the Transaction Business Day on which LCH SA receives the notice referred to in sub-paragraph (e) above from the relevant Matched Seller.

(g) If and to the extent that Delivery of the relevant Non-DVP Obligations has not been effected by the relevant Matched Buyer in accordance with terms of the relevant Physically Settled Cleared Transaction as of the expiry of the third Transaction Business Day following delivery of the relevant Matched Buyer's notice referred to above, the relevant Matched Seller may request LCH SA to repay the Physical Settlement Amount not earlier than the first Transaction Business Day following the date on which such request is effectively delivered to LCH SA.

6.7 **Alternative Delivery Procedure**

A Matched Buyer and Matched Seller comprising a Settlement Matched Pair may elect to exercise their rights against and perform obligations to LCH SA in relation to the Settlement Matched Pair Delivery Amount (or any portion thereof) directly as between themselves. To exercise such option, the relevant Matched Buyer and Matched Seller must each notify LCH SA accordingly (in the form set out in Appendix V hereto) specifying the relevant Matched Contracts in respect of the related relevant Settlement Matched Pair Delivery Amounts and obtain the consent of LCH SA, which consent will not be unreasonably withheld or delayed

by more than one Transaction Business Day following receipt of such notification by Matched Buyer and Matched Seller.

With effect from the time that LCH SA confirms its consent, the Settlement Matched Pair Delivery Amount will be reduced by the amount specified in the joint notice of the relevant Matched Buyer and Matched Seller, and the relevant Matched Buyer and Matched Seller shall each perform their obligations to each other and shall each acquire enforcement rights in respect of the other party's obligations to it pursuant to the Contracts (Rights of Third Parties) Act 1999 in respect of any such reduction as agreed between them.

6.8 **Buy-in of Bonds – Matched Seller has entered into CCM Client Transaction**

The following provisions shall solely be applicable to a Matched Seller that is a CCM in respect of the Matched Contracts of the Settlement Matched Pair if such Matched Seller notifies Matched Buyer and LCH SA that it has a CCM Client Transaction which corresponds to the Matched Seller Contract:

(a) *Buy-in of Bonds – Settlement Matched Pair*

Section 9.9 (*Buy-in of Bonds Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions shall not apply in respect of the Matched Contracts of the Settlement Matched Pair.

(b) *Deemed Buy-in of Bonds resulting from CCM Client Transaction of Matched Seller that is a CCM*

Provided that Physical Settlement has not already occurred in respect of the Matched Contracts of a Settlement Matched Pair, if:

(i) the Matched Seller that is a CCM receives a Buy-in Notice from its CCM Client in respect of the CCM Client Transaction between such Matched Seller and its CCM Client which is validly delivered pursuant to the terms of such CCM Client Transaction (including the Mandatory Provisions), then such Matched Seller shall notify Matched Buyer and LCH SA of its receipt of such Buy-in Notice and of the content thereof and Matched Buyer's right to Deliver the Relevant Bonds specified in the relevant Buy-in Notice shall be suspended until the fourth Business Day (inclusive) following the Buy-In Date specified in the relevant Buy-In Notice (the "**Deemed Buy-in Period**"); and

(ii) such Matched Seller notifies Matched Buyer and LCH SA that it has been notified by its CCM Client pursuant to Section 9.9 (*Buy-in of Bonds Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions that a Buy-in Price has been determined in respect of Relevant Bonds for the purposes of the CCM Client Transaction between such Matched Seller and its CCM Client, then on the third Business Day following receipt by Matched Seller of such notice from its CCM Client (which such date Matched Seller shall specify) (the "**Buy-in Effective Date**"):

(A) Matched Buyer will be deemed to have Delivered to such Matched Seller an outstanding principal balance of the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, for which a Buy-in Price was determined by the CCM Client; and

(B) the Physical Settlement Amount to be paid by such Matched Seller to Matched Buyer in respect of the Matched Contracts of the Settlement Matched Pair shall be reduced (but not below zero) by an amount equal to the amount by which the Physical Settlement Amount to be paid to such Matched Seller by its CCM Client in respect of the CCM Client Transaction has been reduced pursuant to Section 9.9 (*Buy-in of Bonds Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions.

Such Matched Seller shall notify Matched Buyer and LCH SA of the outstanding principal balance of the Deliverable Obligations and the Physical Settlement Amount reduction determined in respect of its CCM Client Transaction for the purposes of (A) and (B)(B) above.

6.9 **Alternative Procedures relating to Loans – Buyer Right to Deliver (Section 9.10(a) 2003 ISDA Credit Derivatives Definitions)**

The following provision shall solely be applicable in respect of the Matched Contracts of the Settlement Matched Pair if a Matched Buyer that is a CCM notifies Matched Seller and LCH SA that it has a CCM Client Transaction which corresponds to the Matched Buyer Contract:

If a Matched Buyer that is a CCM notifies Matched Seller and LCH SA that it has received a Bond or Loan from its CCM Client in respect of its CCM Client Transaction pursuant to Section 9.10(a) (*Alternative Procedures Relating to Loans Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions, then such Bonds or Loans shall be deemed specified in the Notice of Physical Settlement or any NOPS Amendment Notice for the purposes of the Matched Contracts of the Settlement Matched Pair.

6.10 **Failure to pay Physical Settlement Amount**

If, in relation to any Settlement Matched Pair, a Matched Seller fails to pay all or part of the Physical Settlement Amount (the **Failed Amount**) to the related Matched Buyer, as designee for LCH SA, when due:

(a) the relevant Matched Buyer may and the relevant Matched Seller shall, as soon as practicable, give notice in writing to LCH SA, giving all material details of the Settlement Matched Pair involved, the relevant failure to pay and the Failed Amount;

(b) such failure to pay shall not constitute or be deemed to constitute a breach of contract, event of default or failure to pay by LCH SA under the CDS Clearing Documentation or otherwise (but such failure to pay may, for the avoidance of

doubt, constitute a breach of the CDS Clearing Documentation and/or a Payment Failure for the purposes of Article 4.3.1.1 of the CDS Clearing Rule Book by or with respect to the relevant Clearing Member);

(c) if the relevant Matched Buyer elects to notify LCH SA of such failure to pay as contemplated above, such Matched Buyer may give any such notice as soon as reasonably practicable after the occurrence of such failure to pay by the relevant Matched Seller;

(d) upon notice being given to LCH SA by the relevant Matched Buyer, "Cash Settlement" between the relevant Matched Buyer and LCH SA and the relevant Matched Seller and LCH SA pursuant to the Partial Cash Settlement Terms (set out in Section 9.8 (*Partial Cash Settlement Terms*) of the 2003 ISDA Credit Derivatives Definitions, as amended by this CDS Clearing Supplement) shall be deemed to apply to the relevant Physically Settled Cleared Transactions of the Settlement Matched Pair with respect to the Deliverable Obligations corresponding to the Failed Amount as though:

(i) the Deliverable Obligations not Delivered were Undeliverable Obligations;

(ii) the Latest Permissible Physical Settlement Date were the date on which the relevant Matched Buyer gave the relevant notice to LCH SA;

(iii) Indicative Quotations were not applicable;

(iv) the relevant Matched Buyer were the Calculation Agent in respect of the Physically Settled Cleared Transaction of the Settlement Matched Pair to which it is a direct party; and

(v) the Cash Settlement Amount determined in respect of the Physically Settled Cleared Transaction between Matched Buyer and LCH SA is also the Cash Settlement Amount in respect of the corresponding Physically Settled Cleared Transaction of the Settlement Matched Pair; and

(e) LCH SA and the relevant Matched Buyer will settle the relevant Physically Settled Cleared Transaction accordingly.

6.11 **Partial Cash Settlement due to Impossibility or Illegality**

Section 9.3 (*Partial Cash Settlement due to Impossibility or Illegality)* of the 2003 ISDA Credit Derivatives Definitions shall apply to a Physically Settled Transaction in the circumstances contemplated therein, provided that Matched Buyer or Matched Seller notifies the other Clearing Member comprised in the relevant Settlement Matched Pair and LCH SA accordingly.

In such case, the related Physically Settled Cleared Transaction entered into between LCH SA and the other Clearing Member comprised in the relevant Settlement Matched Pair shall

likewise be subject to "Cash Settlement" pursuant to the Partial Cash Settlement Terms and Section 6.14 (*Consequences of Cash Settlement*).

6.12 **Fallback to Cash Settlement in respect of Non-Deliverable Obligations**

(a) If Matched Buyer is not permitted to Deliver one or more Deliverable Obligations (such Deliverable Obligations, the **Non-Deliverable Obligations**) specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice to Matched Seller as designee for LCH SA in the relevant Matched Pair because:

(i) the amount of such Deliverable Obligation to be Delivered is less than the relevant minimum denomination of such Deliverable Obligation; or

(ii) such Matched Seller is not a permitted transferee under such Deliverable Obligation (and, in the case of this sub-section (ii), such circumstance would not constitute an illegality or impossibility outside the control of a relevant party for the purposes of Section 9.3 (*Partial Cash Settlement due to Impossibility or Illegality)* of the 2003 ISDA Credit Derivatives Definitions),

then it shall notify the relevant Matched Seller and LCH SA (in the form set out in Appendix VI hereto) accordingly describing in reasonable detail the relevant circumstances.

With effect from such notification, such occurrence shall be treated, in relation to each relevant Physically Settled Cleared Transaction, as an illegality or impossibility outside the control of a relevant party for the purpose of Section 9.3 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2003 ISDA Credit Derivatives Definitions.

(b) Upon notice being given to LCH SA by Matched Buyer under sub-paragraph (a) of this Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*), "Cash Settlement" pursuant to the Partial Cash Settlement Terms shall be deemed to apply to the Matched Contracts in respect of the relevant Settlement Matched Pair with respect to the Non-Deliverable Obligations as though the Non-Deliverable Obligations were Undeliverable Obligations and the provisions set out in Section 6.14 (*Consequences of Cash Settlement*) of this CDS Clearing Supplement shall apply.

6.13 **Cash Settlement Resulting from CCM Client Transaction of a Matched Buyer that is a CCM**

The following provision shall solely be applicable in respect of the Matched Contracts of the Settlement Matched Pair if a Matched Buyer that is a CCM notifies Matched Seller and LCH SA that it has a CCM Client Transaction which corresponds to the Matched Buyer Contract:

If a Matched Buyer that is a CCM notifies Matched Seller and LCH SA that the corresponding CCM Client Transaction between such Matched Buyer and its CCM Client is to be settled (in whole or in part) by Cash Settlement pursuant to Section 9.3 (*Partial Cash Settlement Due*

to Impossibility or Illegality) of the 2003 ISDA Credit Derivatives Definitions or Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*), then:

(a) "Cash Settlement" shall be deemed to apply (in whole or in part, as applicable) to the Matched Contracts of the Settlement Matched Pair pursuant to the Partial Cash Settlement Terms and Section 6.14 (*Consequences of Cash Settlement*);

(b) the 'Undeliverable Obligations' for the purposes of the Partial Cash Settlement Terms shall be the Undeliverable Obligations or Non-Deliverable Obligations in respect of the corresponding CCM Client Transaction; and

(c) the Cash Settlement Amount and the Cash Settlement Date in respect of the Matched Contracts of the Settlement Matched Pair shall be the same as the Cash Settlement Amount and the Cash Settlement Date determined in respect of the corresponding CCM Client Transaction.

6.14 **Consequences of Cash Settlement**

If the circumstances set out in either Section 6.11 (*Partial Cash Settlement Due to Impossibility or Illegality*) or paragraph (a) of Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) or Section 6.13 (*Cash Settlement Resulting from CCM Client Transaction of a Matched Buyer that is a CCM*) apply, then:

(a) the Latest Permissible Physical Settlement Date in respect of the relevant Physically Settled Cleared Transaction will be deemed to be the first date on which the relevant Matched Buyer or Matched Seller effectively gave the relevant notice to both LCH SA and the other Clearing Member as referred to in Section 6.11 (*Partial Cash Settlement Due to Impossibility or Illegality*) or paragraph (a) of Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) or Section 6.13 (*Cash Settlement Resulting from CCM Client Transaction of a Matched Buyer that is a CCM*) above, as applicable, (and for these purposes, Section 9.7 (*Latest Permissible Physical Settlement Date)* of the 2003 ISDA Credit Derivatives Definitions shall not apply);

(b) the relevant Matched Buyer will be deemed to be the Calculation Agent;

(c) LCH SA and the relevant Matched Buyer will settle the applicable Matched Buyer Contract, and LCH SA and the relevant Matched Seller will settle the applicable Matched Seller Contract, accordingly*;* and

(d) where sub-paragraph (a)(ii) of Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) applies, Indicative Quotations shall not be applicable.

6.15 **Amendments to Section 9.8(k) of 2003 ISDA Credit Derivatives Definitions**

Solely for the purposes of Section 6.11 (*Partial Cash Settlement due to Impossibility or Illegality*), Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*), Section 6.13 (*Cash Settlement Resulting from CCM Client Transaction of a*

Matched Buyer that is a CCM) and Section 6.14 (*Consequences of Cash Settlement*) of this CDS Clearing Supplement, Section 9.8(k) of the 2003 ISDA Credit Derivatives Definitions is amended by inserting the following at the beginning thereof:

"(A) For the purposes hereof, in addition to the requirements of Section 7.10, each firm Quotation shall:

(1) be for a transaction with Matched Buyer (or its designee) (the **Relevant Buyer**) pursuant to 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 on the Valuation Date (which may be determined by the relevant Credit Derivatives Determinations Committee), 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 in respect of the Reference Entity;

(2) 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) and be open for acceptance by the relevant party for at least 30 minutes; and

(3) be obtained on the basis that if the Relevant Buyer agrees to Deliver the Deliverable Obligations 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 to the Relevant Buyer for such Deliverable Obligations.

(B) Otherwise,".

6.16 **Subsequent Determination by the Credit Derivatives Determinations Committee with respect to an Auction**

If the Fallback Settlement Method applies in respect of a Cleared Transaction and a subsequent resolution of the Credit Derivatives Determinations Committee determines that Transaction Auction Settlement Terms will be published, LCH SA shall have no obligation to create Settlement Matched Pairs in accordance with Section 6.2 (*Creation and Notification of Settlement Matched Pairs*).

Unless settlement has occurred with respect to any Settlement Matched Pairs prior to such determination, any such Settlement Matched Pairs so created shall be deemed not to have been created and any notices delivered in connection with such Settlement Matched Pairs shall be deemed to be ineffective.

LCH SA shall effect any relevant registrations in the TIW in order to reflect the application of Auction Settlement as the Settlement Method in respect of the relevant Cleared Transactions.

6.17 **Physical Settlement Costs**

If the Fallback Settlement Method applies in respect of a Cleared Transaction and any amounts are payable in relation to any costs or expenses of Physical Settlement, then:

(a) where such amount would otherwise be payable by LCH SA to Matched Buyer or Matched Seller (the **Recipient**), such amount shall be payable to the Recipient by the other party to the Matched Contract who is not the Recipient, as designee to pay such amount on behalf of LCH SA; and

(b) where such amount would otherwise be payable to LCH SA by Matched Buyer or Matched Seller (the **Payer**), such amount shall be payable by the Payer to the other party to the Matched Contract who is not the Payer, as designee to receive such amount on behalf of LCH SA.

Any Matched Seller or Matched Buyer who is required to make any payment as designee on behalf of LCH SA pursuant to this Section 6.17 shall not be entitled to any reimbursement from LCH SA in respect of such amount.

Any Matched Seller or Matched Buyer who receives any payment pursuant to this Section 6.17 shall not be obliged to remit to LCH SA any such amount so received (without prejudice to any rights of LCH SA where there is a failure to Deliver).

LCH SA shall not be liable to a Matched Buyer or a Matched Seller for any of the costs and expenses of Physical Settlement of any Cleared Transaction.

6.18 **Representations and Agreements relating to Physical Settlement**

(a) **Claims by Matched Seller against LCH SA in respect of Obligations Delivered by Physical Settlement**

If a Matched Seller pursues a claim against LCH SA under Sections 9.2(a), (b), (c)(i) or (c)(iv) of the 2003 ISDA Credit Derivatives Definitions in respect of any obligations Delivered by way of Physical Settlement of any Matched Seller Contract, then:

(i) notwithstanding any provision of the 2003 ISDA Credit Derivatives Definitions to the contrary, LCH SA shall only be liable to make payments to that Matched Seller in respect of that claim to the extent of amounts recovered, including, without limitation, any amounts recovered by way of set-off or netting, by LCH SA from or on behalf of the related Matched Buyer in respect of any corresponding claims under or in connection with the Matched Buyer Contract (including, without limitation, following the declaration of an Event of Default in respect of such Matched Buyer) and after deducting any costs

and expenses reasonably incurred by LCH SA in pursuing such corresponding claims for recovery under or in connection with the Matched Buyer Contract;

(ii) LCH SA will use reasonable efforts to pursue any claim it may have against the related Matched Buyer but, notwithstanding Section 6.18(a)(i) above, LCH SA will, in the pursuit of such claims, act as though its liability to Matched Seller under the Matched Seller Contract was not limited or restricted in any way; and

(iii) references to indemnity provisions set out in Section 9.2(a), 9.2(b) and 9.2(c)(iv) of the 2003 ISDA Credit Derivatives Definitions shall, in connection with a Matched Buyer Contract, be interpreted without regard to the limitations to Matched Seller's recourse to LCH SA under the corresponding Matched Seller Contract imposed by the provisions of this Section 6.18(a) and such limitations shall not restrict a Matched Seller from making a claim or raising a Dispute.

(b) **Right of Matched Seller to enforce against Matched Buyer**

Without prejudice to paragraph (a) above, a Matched Seller shall be entitled to enforce Sections 9.2(a), (b), (c)(i) and (c)(iv) of the 2003 ISDA Credit Derivatives Definitions against the related Matched Buyer in respect of any obligations Delivered by way of Physical Settlement of any Physically Settled Cleared Transaction under the Contracts (Rights of Third Parties) Act 1999 as though Matched Seller were party to the relevant Matched Buyer Contract in place of LCH SA.

(c) **Satisfaction of Claim by Matched Buyer discharges Liabilities owed to and by LCH SA**

For the avoidance of doubt, if a Matched Buyer satisfies a claim made by a Matched Seller directly against the relevant Matched Buyer under Sections 9.2(a), (b), (c)(i) or (c)(iv) of the 2003 ISDA Credit Derivatives Definitions pursuant to the rights granted to such Matched Seller under paragraph (b) above, such satisfaction shall also constitute complete satisfaction and discharge of the corresponding liability of such Matched Buyer to LCH SA and the corresponding liability of LCH SA to such Matched Seller in respect of such claim.

(d) **Effect of Illegality or Tax or other Expense resulting from Designation through Creation of Matched Pairs**

The last sentence of Section 9.2(c)(iv) of the 2003 ISDA Credit Derivatives Definitions shall not operate so as to prevent LCH SA from creating any Matched Pair in accordance with this CDS Clearing Supplement, and LCH SA shall have no obligation to grant any indemnity with respect to any Tax, loss or cost to any Matched Buyer or Matched Seller thereunder.

If the circumstances contemplated at Section 9.2(c)(iv)(A) or (B) of the 2003 ISDA Credit Derivatives Definitions apply in respect of any Physically Settled Cleared

Transaction and any related Settlement Matched Pair (in the case of (B), as notified by the Clearing Member which is the non-designating party for such purpose to the other Clearing Member comprised in the relevant Settlement Matched Pair prior to the first Delivery Date), then an impossibility shall be deemed to have occurred with respect to Physical Settlement of the relevant Physically Settled Cleared Transactions, and Section 9.3 (*Partial Cash Settlement due to Impossibility or Illegality)* of the 2003 ISDA Credit Derivatives Definitions (as amended by this CDS Clearing Supplement) shall apply.

6.19 **Miscellaneous Provisions relating to Physical Settlement**

(a) **Margin**

For the avoidance of doubt, LCH SA will continue to call all Margin and such Margin will remain due in relation to any Cleared Transaction to which Physical Settlement applies until:

(i) LCH SA has received a Physical Settlement Notification from each Clearing Member;

(ii) LCH SA has received a No Physical Settlement Confirmation from each Clearing Member; or

(iii) in each case, any related dispute is referred to and finally resolved by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures.

(b) **Notification of Completion of Physical Settlement**

Upon completion of Physical Settlement by the relevant Matched Pair of a Physically Settled Cleared Transaction, Matched Buyer and Matched Seller shall inform LCH SA as soon as reasonably practicable and in any event before the date falling two Transaction Business Days following such completion (the **Physical Settlement Confirmation Deadline**) by notice (a **Physical Settlement Confirmation**) in the form set out at Appendix VII hereto.

(c) **Notification that Physical Settlement will not occur**

If no Notice of Physical Settlement has been delivered within the relevant time period permitted for such delivery in accordance with the terms of the relevant Physically Settled Cleared Transaction and, accordingly, Physical Settlement will not, under the terms of the relevant Physically Settled Cleared Transaction, occur, Matched Buyer and Matched Seller shall inform LCH SA as soon as reasonably practicable thereafter and in any event before the date falling two Transaction Business Days following the relevant date after which delivery of a Notice of Physical Settlement is no longer permitted in accordance with the terms of the relevant Physically Settled Cleared Transaction (the **No Physical Settlement Confirmation**

Deadline) by notice (a **No Physical Settlement Confirmation**) in the form set out at Appendix VIII hereto.

(d) **Dispute regarding Physical Settlement**

If LCH SA receives a Physical Settlement Confirmation or No Physical Settlement Confirmation from one relevant Matched Buyer or Matched Seller only at or prior to the relevant Physical Settlement Confirmation Deadline or No Physical Settlement Confirmation Deadline, as the case may be, there shall be deemed to be a Dispute with respect to the Physically Settled Cleared Transactions between LCH SA and each relevant Clearing Member.

7. DELIVERY OF NOTICES AND FALLBACKS

7.1 General Rules relating to Notices

(a) **Methods of Delivery and deemed Time of Delivery**

Subject to Section 7.2 (*Oral Notices*) and without prejudice to Section 1.10 (*Requirements Regarding Notices*) and the remaining provisions of the 2003 ISDA Credit Derivatives Definitions (including, for the avoidance of doubt, in relation to notices permitted to be given orally), any notice or other communication in respect of any Cleared Transaction may be given in any manner described below and will be deemed effective as indicated:

(i) if delivered in person or by courier, on the date and at the time it is delivered;

(ii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted; or

(iv) if sent by electronic messaging system (including e-mail or any other electronic access solution established by LCH SA for such purpose), on the date it is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Transaction Business Day or that communication is delivered (or attempted) or received, as applicable, pursuant to the above after 6.00 p.m. in the location of the recipient on a Transaction Business Day, in which case that communication will be deemed given and effective on the first following day that is a Transaction Business Day.

(b) **Notices from or to LCH SA**

Any such notice or communication given by LCH SA to a Clearing Member or vice versa shall (except where delivered via a relevant DTCC Notice Facility) be given to the address or number previously specified in or previously notified for the relevant purpose in accordance with the CDS Admissions Agreement or the Procedures.

(c) **Manual Notices between Clearing Members**

Notices given by a Clearing Member to another Clearing Member comprised in a relevant Matched Pair and which are not delivered via a relevant DTCC Notice Facility shall be given to the address or number notified by LCH SA to the deliveror pursuant to Sections 5.1 (*Creation and Notification of Restructuring Matched Pairs*) or 6.2 (*Creation and Notification of Settlement Matched Pairs*).

Such notices shall only be deemed to be delivered effectively by LCH SA through the relevant Clearing Member as its designee as against the recipient where the address or number so notified by LCH SA corresponds in all material respects to the address or number, as applicable, specified by such recipient in or pursuant to the CDS Admissions Agreement.

(d) **No Obligation on LCH SA to verify Signatories**

LCH SA shall have no obligation to verify the authority of any signatory of any notice delivered by any Clearing Member directly pursuant to this Section 7 (*Delivery of Notices and Fallbacks*).

7.2 **Oral Notices**

Notwithstanding the provisions of the 2003 ISDA Credit Derivatives Definitions, where, by way of exception as contemplated in this Section 7, Credit Event Notices and Notices to Exercise Movement Option are to be delivered directly to LCH SA (and not via a relevant DTCC Notice Facility), such notices may not be delivered by telephone.

7.3 **Credit Event Notices and NEMOs**

(a) **Credit Event Notices and NEMOs to be given via DTCC**

Credit Event Notices and Notices to Exercise Movement Option shall be delivered by way of the relevant DTCC Notice Facility, save if and as expressly stated to the contrary in this Section 7 or expressly agreed by LCH SA. The deemed time of delivery of any such notices shall be as set out in the DTCC Rules from time to time.

(b) **Credit Event Notices and NEMOs delivered in respect of CCM Client Transaction**

If a Matched Buyer or a Matched Seller that is a CCM receives a valid Credit Event Notice or Notice to Exercise Movement Option from its CCM Client in respect of a CCM Client Transaction by way of the relevant DTCC Notice Facility, such notice shall be deemed also to be a Credit Event Notice or Notice to Exercise Movement Option

(as applicable) for the purposes of the corresponding Matched Contracts of the Settlement Matched Pair.

7.4 **Notification of DTCC Failure and Resolution**

(a) **LCH SA to notify Clearing Members of DTCC Failure Event**

If DTCC notifies LCH SA or LCH SA otherwise becomes aware that the relevant DTCC Notice Facility is or will be unavailable to process all or substantially all Credit Event Notices or Notices to Exercise Movement Option, as applicable, with respect to a Restructuring Credit Event in a timely manner (a **DTCC Failure Event**), then LCH SA will, as soon as reasonably practicable and in any event within one hour of such notification or of LCH SA becoming aware of such non-availability, as applicable, notify all relevant Clearing Members of such occurrence, including the time at which such failure occurred (or, if LCH SA is not notified of such time by or on behalf of DTCC, the time at which LCH SA received the relevant notification from or on behalf of DTCC or becomes aware of the relevant non-availability) (the **DTCC Failure Event Time**). LCH SA shall also publish such information on its Website as soon as reasonably practicable after becoming aware of a DTCC Failure Event.

(b) **LCH SA to notify Clearing Members of Resolution of DTCC Failure Event**

If, subsequent to a DTCC Failure Event, DTCC (or a third party designated under the DTCC Rules from time to time) notifies LCH SA that a DTCC Failure Event previously notified to Clearing Members is no longer in effect, LCH SA will as soon as reasonably practicable notify all relevant Clearing Members accordingly, including the time (the **DTCC Resolution Time**) (which must be no earlier than 30 minutes following the time of such notification) at which such DTCC Failure Event is deemed to have been resolved and following which the relevant DTCC Notice Facility is operative for the purposes of delivery of relevant notices relating to Restructuring Cleared Transactions (including transactions in respect of which notices may have been delivered directly pursuant to Section 7.5 (*Consequences of DTCC failure*). LCH SA shall also publish such information on its Website as soon as reasonably practicable after notifying Clearing Members that the DTCC Failure Event is no longer in effect and of the DTCC Resolution Time.

(c) **Notices given prior to DTCC Resolution Time to be confirmed to DTCC**

LCH SA and, to the extent so requested by LCH SA, each Clearing Member shall, as soon as reasonably practicable and to the extent permitted by DTCC, provide or confirm to DTCC details of any relevant notices (in the case of a Clearing Member, being any relevant notices delivered directly by such Clearing Member) given in respect of Cleared Transactions prior to the DTCC Resolution Time, so as to permit delivery of subsequent notices in respect of such Cleared Transactions via the relevant DTCC Notice Facility.

7.5 **Consequences of DTCC Failure**

From (and including) the DTCC Failure Event Time to (but excluding) the DTCC Resolution Time:

(a) Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall not apply and accordingly Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly (and not via the relevant DTCC Notice Facility);

(b) any notice delivered via the relevant DTCC Notice Facility prior to the DTCC Failure Event Time will be valid and will not be affected by such DTCC Failure Event; and

(c) any notice delivered or purported to be delivered via the relevant DTCC Notice Facility at or following the DTCC Failure Event Time but prior to the DTCC Resolution Time will not be valid and effective.

Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall apply with effect from the DTCC Resolution Time and, accordingly, any notice thereafter delivered or purported to be delivered directly (and not via the relevant DTCC Notice Facility) will not be valid and effective.

7.6 **Clearing Member Communications Failure Event**

(a) **Right to deliver Notices manually following Clearing Member Communications Failure Event**

If a Clearing Member is affected by a significant communications or information technology failure resulting in it being impossible or impractical for such Clearing Member to deliver any Credit Event Notice in relation to a Restructuring Credit Event or any Notice to Exercise Movement Option via a relevant DTCC Notice Facility (a **Clearing Member Communications Failure Event**) it may, notwithstanding Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) deliver Credit Event Notices and Notices to Exercise Movement Option directly (and not via the relevant DTCC Notice Facility).

(b) **Clearing Member to notify LCH SA of Occurrence of Clearing Member Communications Failure Event**

Following the occurrence of a Clearing Member Communications Failure Event, the affected Clearing Member shall, within one hour of delivering any Credit Event Notice or Notice to Exercise Movement Option directly, deliver to LCH SA a notice (in the form set out at Appendix IX hereto) signed by a senior officer (such as a managing director or equivalent) of such Clearing Member certifying that it is affected by a Clearing Member Communications Failure Event (or, if such Clearing Member is unable to deliver such notice in writing, orally by telephone).

LCH SA shall notify all Clearing Members accordingly as soon as reasonably practicable and in any event within one hour of receipt of any such notification.

(c) **Notices to Clearing Member affected by Clearing Member Communications Failure Event**

For the avoidance of doubt, Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall continue to apply in respect of notices given to the affected Clearing Member by Clearing Members comprised in any Matched Pair in respect of which the affected Clearing Member is a Matched Buyer or Matched Seller.

(d) **Notification of Resolution of Clearing Member Communications Failure Event**

As soon as reasonably practicable upon a Clearing Member ceasing to be subject to a Clearing Member Communications Failure Event, it shall notify LCH SA accordingly (in the form set out at Appendix X hereto) and thereupon Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall apply and, accordingly, any Credit Event Notice or Notice to Exercise Movement Option thereafter delivered or purported to be delivered directly (and not via the relevant DTCC Notice Facility) will not be valid and effective.

(e) **Clearing Member Duty to Mitigate**

A Clearing Member which is subject to a Clearing Member Communications Failure Event shall use reasonable endeavours to mitigate the operational impact on other Clearing Members and LCH SA of any Clearing Member Communications Failure Event, to cure such Clearing Member Communications Failure Event as soon as possible and to ensure that the circumstances giving rise to the relevant Clearing Member Communications Failure Event do not recur.

(f) **Breach by Clearing Member does not Invalidate Valid Notices**

Without prejudice to any other rights or remedy of LCH SA, any breach by a Clearing Member of the provisions of this Section 7.6 shall not cause any Credit Event Notice or Notice to Exercise Movement Option delivered otherwise than in accordance with the relevant Restructuring Cleared Transaction, which would otherwise be valid and effective, to be invalid or ineffective.

7.7 **Clearing Member Acknowledgements**

(a) **Duty to deliver Clearing Member Acknowledgements**

Each Clearing Member shall notify LCH SA or deliver a copy to LCH SA of any notice delivered or received by such Clearing Member to or from another Clearing Member comprised in a Matched Pair, including, without limitation, any Credit Event Notice or Notice to Exercise Movement Option which was delivered or received directly (and not via a DTCC Notice Facility) pursuant to Sections 7.5 (*Consequences of DTCC Failure*) or 7.6 (*Clearing Member Communications Failure Event*), and which such Clearing Member asserts or acknowledges was effective for the purposes of this CDS Clearing Supplement and the relevant Cleared Transactions (such notification, or

delivery of such copy, in respect of any relevant notice, a **Clearing Member Acknowledgement**) by no later than 6.00 p.m. on:

(i) in the case of a Notice of Physical Settlement or NOPS Amendment Notice, the date falling two Transaction Business Days following the date on which such notice was sent; or

(ii) in the case of any other notice, on the last date on which such notice could validly be sent,

(in each case, the **Notice Acknowledgement Deadline**).

(b) **Clearing Member Acknowledgement received from both Clearing Members**

Where LCH SA receives a Clearing Member Acknowledgement in respect of any notice from both relevant Clearing Members comprised in a Matched Pair at or prior to the Notice Acknowledgement Deadline, LCH SA shall perform its obligations in respect of the relevant Cleared Transactions in accordance with and subject to the remaining provisions of the CDS Clearing Documentation.

(c) **Clearing Member Acknowledgement received from one Clearing Member**

Where LCH SA receives a Clearing Member Acknowledgement in respect of any notice from one relevant Clearing Member only at or prior to the Notice Acknowledgement Deadline, the provisions of Section 7.11 (*Disputes as to Notices*) shall apply and LCH SA and each relevant Clearing Member shall perform their obligations in respect of the relevant Cleared Transactions in accordance with and subject to the remaining provisions of the CDS Clearing Documentation and the terms of any final resolution of the relevant dispute, as agreed between the relevant parties or as determined by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures.

In such case, LCH SA shall notify the Clearing Member from which it has not received a Clearing Member Acknowledgement of the asserted delivery or, as applicable, receipt of the relevant notice (in the case of a Credit Event Notice or Notice to Exercise Movement Option, through the reports referred to at Section 5.6 (*Reports*)).

(d) **No Clearing Member Acknowledgement received**

Where LCH SA does not receive Clearing Member Acknowledgement or confirmation of valid delivery in respect of any notice from either Clearing Member in the relevant Matched Pair on or prior to the relevant Notice Acknowledgement Deadline, the rights and obligations of LCH SA as against each relevant Clearing Member, and vice versa, shall be construed as if no such notice had been given.

(e) **Consequences of no Clearing Member Acknowledgement being received**

Where sub-section (d) above is applicable, the following provisions shall apply:

(i) *Notices other than Notices of Physical Settlement and NOPS Amendment Notices*

Save in the case of a Notice of Physical Settlement or NOPS Amendment Notices, an amount shall be payable between the Clearing Members equal to the difference between the value of the Matched Buyer Contract had Clearing Member Acknowledgement been given to LCH SA on a timely basis and the value of such contract in the absence of such acknowledgement; such difference in value shall be determined as of the earlier of the day on which notice is given by any relevant Clearing Member that such amount is due and payable and, in the case of a Credit Event Notice or Notice to Exercise Movement Option, the eighth Transaction Business Day following the Auction Settlement Date, no Auction Announcement Date or Auction Cancellation Date, as applicable or otherwise the eighth Transaction Business Day following the last day on which such notice would validly have been delivered, by reference to the relevant Auction Settlement Amount or end of day contributed prices, in each case if available.

(ii) *Notices of Physical Settlement and NOPS Amendment Notices*

Where the relevant notice is a Notice of Physical Settlement or a NOPS Amendment Notice, the relevant Clearing Members shall acquire rights as against the other as though party to a bilateral credit default swap transaction on the terms of the related Matched Buyer Contract (including, without limitation, as to the satisfaction of the applicable Conditions to Settlement) and the Notice of Physical Settlement shall be deemed to have been given in respect of such transaction. Any resulting payment shall be due and payable two Transaction Business Days following the giving of a notice that such amount is due and payable.

In each case, the relevant Clearing Members shall have enforcement rights as against each other pursuant to the Contracts (Rights of Third Parties) Act 1994 in respect of any resulting payments and deliveries; LCH SA shall have no liability in respect thereof.

7.8 **Failure to notify Matched Pairs**

Notwithstanding Section 5.3 (*Triggering of Restructuring Cleared Transactions*) and 6.5 (*Notices of Physical Settlement*), if LCH SA does not notify the relevant Clearing Members of Restructuring Matched Pairs created pursuant to Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*) on or prior to the RMP Notification Deadline or Settlement Matched Pairs and related information specified in Section 6.2 (*Creation and Notification of Settlement Matched Pairs*) by the SMP Notification Deadline, as applicable:

(a) the relevant Clearing Members may deliver Credit Event Notices, Notices to Exercise Movement Option, Notices of Physical Settlement or NOPS Amendment Notices to LCH SA, and vice versa;

(b) the relevant Cleared Transactions shall be subject to Physical Settlement in accordance with their terms; and

(c) the provisions of Sections 2.4 (*Amendments to 2003 ISDA Credit Derivatives Definitions*), 6 (*Physical Settlement*) and 8 (*Matched Pair Designations and Notices*) shall not apply and the terms of this CDS Clearing Supplement shall be construed accordingly.

For such purpose, Section 7 (*Certain Notices to be given via DTCC*) shall not apply in respect of notices given by the affected Clearing Members and accordingly Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly (and not via the relevant DTCC Notice Facility).

7.9 **Failure to notify Matching Information**

If LCH SA notifies relevant Clearing Members of Restructuring Matched Pairs created pursuant to Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*) on or prior to the RMP Notification Deadline, but does not notify DTCC of relevant Matching Information on or prior to the RMP Notification Deadline, then Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall not apply in respect of notices to be delivered by affected Clearing Members and accordingly Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly as between Clearing Members (as designees of LCH SA) (and not via the relevant DTCC Notice Facility).

7.10 **Uncertain Delivery**

(a) **Manual Notice permitted if Delivery of Notice in DTCC uncertain**

Notwithstanding Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*), where such notices are permitted to be delivered by means other than the relevant DTCC Notice Facility pursuant to this Section 7, and a CDS Clearing Member is uncertain as to whether or not a Credit Event Notice or Notice to Exercise Movement Option (as applicable) it (or, in the case of a CCM, its CCM Client) attempted to deliver via a DTCC Notice Facility has:

(i) actually been delivered; or

(ii) was delivered prior to the DTCC Failure Time,

that CDS Clearing Member shall be entitled to deliver such a notice directly to any Clearing Member comprised in a relevant Matched Pair (as designee of LCH SA) specifying that such notice is only to be effective to the extent that the other purported notice is not effective.

(b) **Details to be provided of Uncertain Notice**

If a Clearing Member delivers a manual notice pursuant to sub-section (a) (*Manual Notice permitted if Delivery of Notice in DTCC uncertain*) above, such Clearing Member shall be required to provide (together with such notice) sufficient details of

the notice attempted to be given by way of the relevant DTCC Notice Facility so as to allow the other Clearing Member and LCH SA to identify the communication concerned.

(c) **DTCC Notice delivered successfully**

If the first Credit Event Notice or Notice to Exercise Movement Option (as applicable) to which the manual notice delivered pursuant to sub-section (a) (*Manual Notice permitted if Delivery of Notice in DTCC uncertain*) above relates was actually delivered successfully, any subsequent Credit Event Notice or Notice to Exercise Movement Option delivered shall be deemed not to have been delivered.

7.11 **Disputes as to Notices**

If any Clearing Member comprised in a Matched Pair where one such party is acting as designee of LCH SA disputes the effective delivery in accordance with the terms of the relevant Cleared Transactions of any notice delivered directly (and not via a relevant DTCC Notice Facility) in accordance with this Section 7 (*Delivery of Notices and Fallbacks*) (and for such purposes, a dispute between the relevant Clearing Member and LCH SA shall be deemed to have arisen if LCH SA receives a Clearing Member Acknowledgement from one relevant Clearing Member only in respect of any such notice as contemplated at Section 7.7(c) (*Clearing Member Acknowledgement received from one Clearing Member*)):

(a) LCH SA shall be entitled in accordance with the Procedures to calculate and call for Margin with respect to each such Clearing Member on the basis of the maximum requirement for such Clearing Member that could result from any foreseeable outcome of such dispute;

(b) following final resolution of such dispute by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures, the Clearing Members comprised in the relevant Matched Pair shall take such actions with respect to the Cleared Transactions the subject of such dispute as LCH SA determines appropriate to give effect to any relevant binding resolution; and

(c) without prejudice to its obligations upon final resolution of the dispute, pending final resolution of any such dispute, LCH SA shall not be obliged to take any step pursuant to the terms of the relevant Cleared Transactions which would be required to have been taken by it had the relevant notice been validly delivered.

Each relevant Clearing Member must promptly notify LCH SA of any such disputes (in the form set out at Appendix XI hereto).

8. MATCHED PAIR DESIGNATIONS AND NOTICES

8.1 Creation of Matched Pairs

LCH SA will create Matched Pairs where required to do so pursuant to Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*) or 6.2 (*Creation and Notification of Settlement Matched Pairs*) using a matching procedure that matches CDS Sellers with CDS Buyers pursuant to an algorithm incorporating the following principles:

(a) the procedure seeks to create Matched Pairs between the same Clearing Member to the extent it is possible to do so before creating Matched Pairs between different Clearing Members and, for this purpose, in the context of CCMs, the procedure will create Matched Pairs separately for CCMs and their CCM Clients (individually or together, depending on whether the CCM Client is a CCM Individual Segregated Account Client or a CCM Omnibus Segregated Account Client, as applicable) and Clearing Member will be construed accordingly;

(b) the procedure seeks to minimise the number of Matched Pairs (and accordingly, largest positions will be matched first);

(c) each Matched Pair will, to the extent possible, have an aggregate Restructuring Matched Pair Amount or, as applicable, Settlement Matched Pair Delivery Amount, which is an integral multiple of Euro 1,000,000, subject to a maximum of Euro 50,000,000; and

(d) LCH SA will allocate a Restructuring Matched Pair Amount or, as applicable, Settlement Matched Pair Delivery Amount to each Matched Pair such that:

(i) the sum of all Restructuring Matched Pair Amounts or, as applicable, Settlement Matched Pair Delivery Amounts, of each CDS Buyer is equal to the aggregate Floating Rate Payer Calculation Amounts in respect of all (A) Initial Single Name Cleared Transactions, Restructuring Cleared Transactions (created following the occurrence of a previous Restructuring Credit Event), Spin-off Single Name Cleared Transactions and Resulting Single Name Cleared Transactions or (B) Cleared Transactions in respect of which the Fallback Settlement Method applies to the CDS Type for such Cleared Transaction, as applicable, to which such CDS Buyer is a party; and

(ii) the sum of all Restructuring Matched Pair Amounts or, as applicable, Settlement Matched Pair Delivery Amounts, of each CDS Seller is equal to the aggregate Floating Rate Payer Calculation Amounts in respect of (A) Initial Single Name Cleared Transactions, Restructuring Cleared Transactions (created following the occurrence of a previous Restructuring Credit Event), Spin-off Single Name Cleared Transactions and Resulting Single Name Cleared Transactions or (B) Cleared Transactions in respect of which the Fallback Settlement Method applies to the CDS Type for such Cleared Transaction, as applicable, to which such CDS Seller is a party.

Notwithstanding the above, if the Fallback Settlement Method applies in relation to a Cleared Transaction and a Restructuring Credit Event, the Restructuring Matched Pairs previously created pursuant to Section 5.1 (*Creation of Restructuring Matched Pairs*) and this Section 8.1 shall be deemed to be Settlement Matched Pairs created in accordance with Section 6.2 (*Creation and Notification of Settlement Matched Pairs*) and LCH SA shall have no obligation to create Settlement Matched Pairs in respect of such Cleared Transaction.

8.2 **Registration of new Cleared Transactions and Removal of original Cleared Transactions**

To the extent that any Cleared Transaction created pursuant to Section 5.2 (*Creation of Restructuring Cleared Transactions*) or Section 6.3 (*Physically Settled Cleared Transactions*) is not automatically registered in accordance with the DTCC Rules, LCH SA shall register such new Cleared Transaction in the TIW in accordance with the DTCC Rules prior to 6.00 p.m. on the date on which the RMP Notification Deadline or SMP Notification Deadline (as applicable) falls. In respect of CCMs and CCM Clients only, such registration by LCH shall also result in the automatic registration of any amendments made to the corresponding CCM Client Transactions.

In addition, LCH SA will, on behalf of the relevant Clearing Member, send an "Exit" message to the TIW in accordance with the DTCC Rules to terminate and remove the corresponding original Cleared Transaction(s) from the TIW prior to 6.00 p.m. on the date on which the RMP Notification Deadline or SMP Notification Deadline (as applicable) falls.

8.3 **Matched Buyer Contracts**

In respect of each Matched Buyer Contract which is the subject of a Matched Pair, LCH SA, pursuant to Section 9.2(c)(iv) of the 2003 ISDA Credit Derivatives Definitions (amended as set out at Section 2.4 (*Amendments to 2003 ISDA Credit Derivatives Definitions*)), as designator, shall be deemed to have designated Matched Seller in such Matched Pair as its designee:

(a) to receive on its behalf from, and to deliver on its behalf to, Matched Buyer of the Matched Pair any applicable notices or certifications in accordance with the terms of the applicable Cleared Transaction (other than notices required to be delivered via a DTCC Notice Facility);

(b) other than in respect of the Physical Settlement Amount relating to the settlement of Non-DVP Obligations as referred to in Section 6.6 (*Delivery of Non-DVP Obligations*), to pay on behalf of LCH SA any applicable Physical Settlement Amount in accordance with the terms of the applicable Physically Settled Cleared Transaction, and to pay to, and to receive from, Matched Buyer of the Matched Pair, in each case, on behalf of LCH SA, any other amounts due and payable (including costs and expenses of settlement due under the applicable Matched Buyer Contract); and

(c) to take Delivery, on behalf of LCH SA, of Deliverable Obligations from Matched Buyer of the Settlement Matched Pair.

The relevant Matched Seller shall be deemed to have accepted such designation upon notification of the relevant Matched Pair created and notified in accordance with the provisions of this CDS Clearing Supplement.

8.4 **Matched Seller Contracts**

In respect of each Matched Seller Contract which is the subject of a Matched Pair, LCH SA, pursuant to Section 9.2(c)(iv) of the 2003 ISDA Credit Derivatives Definitions (as amended pursuant to Section 2.4 (*Amendments to 2003 ISDA Credit Derivatives Definitions*) above), as designator, shall be deemed to have designated Matched Buyer in such Matched Pair as its designee:

(a) to receive on its behalf from, and to deliver on its behalf to, Matched Seller of the Matched Pair any applicable notices or certifications in accordance with the terms of the applicable Cleared Transaction (other than notices required to be delivered via a DTCC Notice Facility);

(b) other than in respect of any Physical Settlement Amount relating to the settlement of Non-DVP Obligations as referred to in Section 6.6 (*Delivery of Non-DVP Obligations*), to receive on behalf of LCH SA the applicable Physical Settlement Amount in accordance with the terms of any applicable Physically Settled Cleared Transaction, and to pay to, and to receive from, Matched Seller of the Matched Pair, in each case, on behalf of LCH SA, any other amounts due and payable (including costs and expenses of settlement due under the Matched Seller Contract); and

(c) to Deliver, on behalf of LCH SA, the relevant Deliverable Obligations to Matched Seller of the Settlement Matched Pair.

The relevant Matched Buyer shall be deemed to have accepted such designation upon notification of the relevant Matched Pair created and notified in accordance with the provisions of this CDS Clearing Supplement.

8.5 **Exercise of Rights**

In relation to each Matched Pair:

(a) the exercise of any rights by Matched Buyer against LCH SA under a Matched Buyer Contract (other than the right to give any notice via DTCC Notice Facility) shall be deemed to constitute the exercise of equal and simultaneous rights by LCH SA against Matched Seller under the Matched Seller Contract of the relevant Matched Pair; and

(b) the exercise of any rights by Matched Seller against LCH SA under a Matched Seller Contract (other than a right to give notice under a DTCC Notice Facility) shall be deemed to constitute the exercise of equal and simultaneous rights by LCH SA against Matched Buyer under the Matched Buyer Contract of the relevant Matched Pair.

8.6 **Clearing Member matched with Itself**

(a) **Notices**

In the event that:

(i) Matched Buyer and Matched Seller of a Matched Pair pursuant to this Section 8 (*Matched Pair Designations and Notices*) is the same Clearing Member; and

(ii) notwithstanding Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*), a notice or certification is permitted to be delivered in respect of one of the Cleared Transactions forming part of such Matched Pair by means other than the relevant DTCC Notice Facility pursuant to Section 7 (*Delivery of Notices and Fallbacks*),

such notice shall be deemed to be given upon such Clearing Member sending a Clearing Member Acknowledgement to LCH SA pursuant to Section 7.7(a) (*Duty to deliver Clearing Member Acknowledgements*) above in respect of such notice and Section 7.7(b) (*Clearing Member Acknowledgement received from both Clearing Members*) shall apply.

(b) **Payments and Deliveries**

In the event that:

(i) Matched Buyer and Matched Seller of a Matched Pair pursuant to this Section 8 (*Matched Pair Designations and Notices*) is the same Clearing Member; and

(ii) such Clearing Member is required to make a payment or delivery pursuant to the terms of one of the Cleared Transactions forming part of such Matched Pair as designate of LCH SA,

such payment or delivery shall be deemed to have been made upon such Clearing Member giving notice to LCH SA in accordance with Section 7.1 (*General Rules relating to Notices*) that such payment or delivery should be deemed to have been made for the purposes of such Cleared Transaction.

8.7 **Notices**

In relation to each Matched Pair:

(a) where Matched Buyer validly delivers or serves any notice to Matched Seller as designee of LCH SA in accordance with the terms of a relevant Matched Buyer Contract, such notice shall additionally be effective as a notice given by such Matched Buyer as designee of LCH SA to Matched Seller for the purposes of the relevant Matched Seller Contract; and

(b) where Matched Seller validly delivers or serves any notice to Matched Buyer as designee of LCH SA in accordance with the terms of a relevant Matched Seller

Contract, such notice shall additionally be effective as a notice given by such Matched Seller as designee of LCH SA to Matched Buyer for the purposes of the relevant Matched Buyer Contract.

9. SELF-REFERENCING TRANSACTIONS

9.1 Occurrence of Clearing Member Self Referencing Transaction

(a) **Duty to notify**

In respect of a Single Name Cleared Transaction that is registered in the House Account Structure of a Clearing Member, the relevant Clearing Member shall, unless prohibited from so doing by applicable law or its internal policies, notify LCH SA as soon as reasonably practicable if:

(i) such Clearing Member is or consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Reference Entity in relation to such Single Name Cleared Transaction, or enters into any agreement in respect of any of the foregoing;

(ii) such Clearing Member and the Reference Entity in relation to such Single Name Cleared Transaction are or become Affiliates; or

(iii) in respect of a Restructuring Cleared Transaction, such Clearing Member is or becomes the Reference Entity in relation to such Restructuring Cleared Transaction as a result of the occurrence of the relevant Restructuring Credit Event.

(b) **Auction of Affected Transactions**

Following receipt of any such notification or occurrence of a Clearing Member Self Referencing Transaction due to a registration of Transfer Positions under Clause 6 of the CDS Default Management Process or a transfer of Client Cleared Transactions to the House Trade Account under TITLE V, Chapter 4 or TITLE VI, Chapter 4 of the CDS Clearing Rule Book, LCH SA will, unless otherwise agreed in consultation with the CDS Default Management Group and the affected Clearing Member, and with the assistance of the CDS Default Management Group, conduct an auction process to liquidate the relevant Single Name Cleared Transaction and enter into an equivalent Single Name Cleared Transaction with a Clearing Member other than the affected Clearing Member.

(c) **Alternative Action**

If LCH SA, after consultation with the CDS Default Management Group and the affected Clearing Member, believes that the circumstances are such that an auction may be inappropriate, LCH SA may take such other action in consultation with the Risk Committee as it considers reasonably necessary to achieve its primary aim in these circumstances of addressing the risks resulting from a Clearing Member being

party to a Self Referencing Transaction, while endeavouring, as far as is reasonably practicable in the circumstances without prejudicing the achievement of the primary aim, to avoid materially and adversely affecting the relevant Clearing Member.

(d) **Compression of Affected Transactions prior to Auction**

Prior to determining the Single Name Cleared Transactions to be subject to any auction pursuant to paragraph (b) above, where the affected Clearing Member acts as CDS Buyer and CDS Seller in respect of fungible Single Name Cleared Transactions, LCH SA shall, in consultation with the CDS Default Management Committee as to the transaction sizes of resulting Single Name Cleared Transactions to be auctioned, compress such Single Name Cleared Transactions up to the extent that, following such compression, Single Name Cleared Transactions representing in aggregate the Open Position of the affected Clearing Member in respect of such fungible Single Name Cleared Transactions are recognised.

For these purposes, LCH SA will provide the affected Clearing Member with a report detailing the Single Name Cleared Transactions to be subject to such compression.

The affected Clearing Member will be deemed to have submitted a request to LCH SA prior to 5.00 p.m. on the day on which LCH SA carries out the compression for ad hoc compression of such Single Name Cleared Transactions in accordance with Section 5 of the Procedures and such compression shall be carried out in accordance with Section 5 of the Procedures on the basis of such deemed request for ad hoc compression.

(e) **Auction Terms**

LCH SA shall determine the timing and other particular characteristics of each such auction in consultation with the CDS Default Management Committee, including determining the size of the bid/offer spread and/or of the Single Name Cleared Transactions to be auctioned, whether one or more such auctions are to be held and the timing and structure of such auctions (including the frequency at which firm bid and firm offer quotations will be requested and the transaction size (that is, the Floating Rate Payer Calculation Amount)).

Clearing Members (excluding the affected Clearing Member) may be requested, and will not be required, to submit actionable quotations in such an auction.

(f) **Creation of New Transactions and Termination of Existing Transactions**

LCH SA will enter into Single Name Cleared Transactions with Clearing Members, other than the affected Clearing Member, in the amount and at the prices determined pursuant to such auction.

At the time of entering into such Single Name Cleared Transactions, the corresponding Single Name Cleared Transactions of the affected Clearing Member

shall be terminated by reference to the prices at which LCH SA enters into such new Single Name Cleared Transactions.

The affected Clearing Member, LCH SA and the other Clearing Members, as applicable, shall submit such information as is required in accordance with the DTCC Rules so as to reflect the terms of any reduction to, termination of or entry into of any Single Name Cleared Transaction as a result of any such auction(s).

(g) **Costs of LCH SA**

The affected Clearing Member will bear the cost of the associated bid/offer spread and any reasonable out-of-pocket costs and expenses of LCH SA in connection with such auction(s) and its entering into such new Single Name Cleared Transactions.

(h) **LCH SA to determine Amounts Owed and Payable**

Amounts owed by the affected Clearing Member to, or receivable by it from, LCH SA in connection with any such auction shall be determined by LCH SA.

In addition, any amounts payable (and the dates of settlement with respect thereto) relating to any Single Name Cleared Transactions created, reduced or terminated pursuant to any such auction shall be determined by LCH SA.

9.2 **Occurrence of Client Self Referencing Transactions**

(a) **Notification**

In respect of a Single Name Cleared Transaction registered in the Client Account Structure of a Clearing Member, the relevant Clearing Member shall, unless prohibited from so doing by applicable law or its internal policies, notify LCH SA as soon as reasonably practicable if it receives a notice from the relevant Client that:

(i) the Client is or has consolidated or amalgamated with, or merged into, or has transferred all or substantially all of its assets to, the Reference Entity in relation to such Single Name Cleared Transaction or entered into any agreement in respect of any of the foregoing;

(ii) the Client and the Reference Entity in relation to such Single Name Cleared Transaction are or have become Affiliates; or

(iii) in respect of a Restructuring Cleared Transaction, the Client is or has become the Reference Entity in relation to such Restructuring Cleared Transaction as a result of the occurrence of the relevant Restructuring Credit Event.

(b) **Auction Process**

Following the giving of any such notification:

(i) LCH SA will, unless otherwise agreed in consultation with the CDS Default Management Group and the relevant Clearing Member, conduct an auction process in consultation with the CDS Default Management Group and the relevant Clearing Member, to liquidate the relevant Single Name Cleared Transaction and enter into an equivalent Single Name Cleared Transaction with another Clearing Member; and

(ii) the provisions of Section 9.1. (*Occurrence of Clearing Member Self Referencing Transaction*) will apply *mutatis mutandis*, provided that:

(A) Section 9.1(a) (*Duty to Notify*) and 9.1(b) (*Auction of Affected Transactions)* shall not apply*;*

(B) Section 9.1(d) (*Compression of Affected Transactions prior to Auction*) is amended by deleting the words "to paragraph (b) above" and replacing them with the words "as a result of Section 9.2 (*Occurrence of Client Self Referencing Transactions)*";

(C) Section 9.1(d) (*Compression of Affected Transactions prior to Auction*) is amended in the case of CCM Clients only by inserting the words "that have a corresponding CCM Client Transaction with the affected CCM Client" immediately after the words "in respect of fungible Single Name Cleared Transactions";

(D) Section 9.1(e) (*Auction Terms*) is amended by deleting the words "(excluding the Affected Clearing Member)" in the final paragraph thereof;

(E) Section 9.1(f) (*Creation of New Transactions and Termination of Existing Transactions*) is amended by deleting the words "other than the affected Clearing Member" in the first paragraph thereof; and

(F) Each reference to "affected Clearing Member" in Section 9.1 (*Occurrence of Clearing Member Self Referencing Transaction)* is deleted and replaced with a reference to "relevant Clearing Member".

(c) **Costs of LCH SA**

The cost of the associated bid/offer spread and any reasonable out-of-pocket costs and expenses of LCH SA in connection with such auction(s) or any alternative action shall be allocated to the CCM Client Collateral Account or the FCM Client Collateral Account as applicable.

10. MANDATORY PROVISIONS FOR CCM CLIENT TRANSACTIONS

In Appendix XIII, certain provisions are set-out (the "**Mandatory Provisions**") for incorporation into a CCM Client Transaction between a CCM and its CCM Client that corresponds to a CCM Client Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client. The CDS Clearing Supplement and these Mandatory Provisions have been drafted so as to complement each other.

LCH SA shall not be responsible for any loss suffered or expense incurred by a CCM or any CCM Client as a result of the inclusion or non-inclusion of the Mandatory Provisions in the CCM Client Transaction Documents.

11. AMENDMENTS

LCH SA may amend the provisions of this CDS Clearing Supplement (including, without limitation, the Mandatory Provisions) from time to time so as to comply with any legal or regulatory developments or any recommendations adopted by the industry in respect of CDS or Cleared Transactions or CCM Client Transactions, as applicable, or so as to reflect any technological advancements, in each case in accordance with the provisions of Section 1.2.2 (*Modification*) of Chapter 2 (*General Provisions*) of the CDS Clearing Rule Book.

12. FORMS OF NOTICES

A form of Credit Event Notice, Notice to Exercise Movement Option, Notice of Physical Settlement, NOPS Amendment Notice, notice to exercise alternative delivery procedure pursuant to Section 6.7 (*Alternative Delivery Procedure*), notice to fallback to Cash Settlement in respect of Non-Deliverable Obligations pursuant to Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*), Physical Settlement Confirmation, No Physical Settlement Confirmation, notice of Clearing Member Communications Failure Event and where no longer subject to a Clearing Member Communications Failure Event, in each case pursuant to Section 7.6 (*Clearing Member Communications Failure Event*), notice of dispute relating to any Matched Pair as contemplated by Section 7 (*Dispute as to Notices*) and notice relating to Self-Referencing Transactions as contemplated by Section 9 (*Self-Referencing Transactions*) is set out in Appendix I, II, III, IV, V, VI, VII, VIII, IX, X, XI and XII respectively hereto.

Any of the above referenced notices shall be delivered in substantially the form appended hereto, provided, for the avoidance of doubt, that such notices may refer to multiple transactions and may have certain firm-specific variations.

For the avoidance of doubt, the above referenced notices shall be governed by and construed in accordance with English law.

13. EXCLUSION OF LIABILITY

Without prejudice to the provisions of Article 1.2.10.3 of the CDS Clearing Rule Book:

(a) **No liability for Failure of Designee to perform in respect of Matched Pair**

Without prejudice to its obligations under or in respect of a Cleared Transaction, LCH SA shall not be liable for any loss or cost arising out of any failure of any Clearing Member comprised in a Matched Pair to perform its obligations as designee of LCH SA against a related Matched Buyer or Matched Seller, as applicable.

(b) **No liability for Fault of Third Party or Force Majeure**

LCH SA shall have no liability to any person where Restructuring Cleared Transactions are not or are improperly created, Restructuring Cleared Transactions are not or are improperly terminated or the Movement Option process is not or is improperly implemented, in each case for the purposes of the DTCC Rules, because of a third party's fault or a force majeure event. In particular, LCH SA shall not incur any liability arising as a result of any action or omission of DTCC.

(c) **No Obligation to verify Notices received**

LCH SA shall have no responsibility to verify the contents of any notice received by it from any Clearing Member under the terms of any Cleared Transaction.

14. DISPUTE RESOLUTION

For the avoidance of doubt, all Disputes shall be referred to and finally resolved by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures.

15. GOVERNING LAW

For the avoidance of doubt, the governing law applicable to this CDS Clearing Supplement (excluding the Mandatory Provisions to the extent that such terms are incorporated by reference in the CCM Client Transaction Documents entered into between a CCM and its CCM Client in respect of a CCM Client Transaction), the 2003 ISDA Credit Derivatives Definitions and any Cleared Transactions (and any related definitions or Clearing Notices issued in respect of the CDS Clearing Supplement, the 2003 ISDA Credit Derivatives Definitions or any Cleared Transactions) and any non-contractual obligations arising out of, relating to or having any connection with them shall be as set out in Section 1.2.14 (*Governing Law*) of the CDS Clearing Rule Book.

APPENDIX I: FORM OF CREDIT EVENT NOTICE

To: [*Restructuring Matched Pair Counterparty Address and Contact Information*]

[To/Copy to:]

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

CREDIT EVENT NOTICE:

Credit Derivative Transaction Details: As set out in the Schedule hereto[1].

Reference is made to the Credit Derivative Transaction[s] described in the Schedule hereto (the **Transaction[s]**). Capitalised terms used and not otherwise defined in this letter shall have the meanings given them in the confirmation of the relevant Transaction.

This letter is our Credit Event Notice to you that a [*insert type*] Credit Event occurred with respect to [*insert name of Reference Entity*] on or about [*insert date*], when [*describe Credit Event*].

Nothing in this letter shall be construed of a waiver of any rights we may have with respect to the Transaction.

Sincerely

[*Clearing Member*]

_____

Name:

Title:

[1] A single Credit Event Notice may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Credit Derivative Transaction Details

[*Clearing Member*] acting as Seller/Buyer	**Restructuring Matched Pair ID**	**Trade ID**	**Reference Entity**	**Trade Date**	**Effective Date**	**Exercise Amount**[2]
[Seller] [Buyer]	[●]	[●]	[●]	[●]	[●]	[●]

[2] Where different to the outstanding Floating Rate Payer Calculation Amount

APPENDIX II: FORM OF NOTICE TO EXERCISE MOVEMENT OPTION

To: [*Restructuring Matched Pair Counterparty Address and Contact Information*]

[To/Copy to:]

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Dear Sir/Madam

Notice to Exercise Movement Option

Credit Derivative Transaction Details: As set out in the Schedule hereto[3].

Reference is made to: (a) the Credit Derivative Transaction[s] described in the Schedule hereto (the **Transaction[s]**) between [ ], as Seller, and [ ], as Buyer; (b) the Credit Event Notice dated insert date], previously delivered to you on [insert date]; and (c) the occurrence of the No Auction Announcement Date on [insert date] pursuant to Section 12.12(b) of the 2003 ISDA Credit Derivatives Definitions, as supplemented by the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (published on July 14, 2009) (the **Definitions**).

This letter constitutes a Notice to Exercise Movement Option. Any capitalised term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the confirmation of the relevant Transaction or, if no meaning is specified therein, in the Definitions.

We hereby exercise the Movement Option, confirm that each Transaction will be settled in accordance with the relevant Credit Derivatives Auction Settlement Terms specified in the column entitled "Auction Settlement Terms" corresponding to such Transaction in the Schedule hereto and require performance by you in accordance therewith.

Yours faithfully,

[*Matched Buyer/Matched Seller*]

_____

Name:

Title:

[3] A single Notice to Exercise Movement Option may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Credit Derivative Transaction Details

Restructuring Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date	Auction Settlement Terms
[●]	[●]	[●]	[●]	[●]	[●]

APPENDIX III: FORM OF NOTICE OF PHYSICAL SETTLEMENT

To: *Settlement Matched Pair Matched Seller Address and Contact Information*

Copy to:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Notice of Physical Settlement

Credit Derivative Transaction Details: As set out in the Schedule hereto[4].

Reference is made to: (a) the Credit Derivative Transaction[s] described in the Schedule hereto (the **Transaction[s]**) between [ ], as Seller, and [ ], as Buyer. Reference is also made to the Credit Event Notice [and Notice of Publicly Available Information] dated [*insert date*], previously delivered to you on [*insert date*].

This letter constitutes a Notice of Physical Settlement. Any capitalised term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the confirmation of the relevant Transaction (the **Relevant Confirmation**) or, if no meaning is specified therein, in the 2003 ISDA Credit Derivatives Definitions, as supplemented by the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (published on July 14, 2009) (the **Definitions**).

We hereby confirm that we will settle the Transaction[s] and require performance by you in accordance with the provisions of the Relevant Confirmation and the Definitions relating to Physical Settlement. Subject to the terms of the relevant Transaction, we will Deliver to you on or before the Physical Settlement Date, an amount of the Deliverable Obligation(s) described in the column entitled "Deliverable Obligation(s)" in the Schedule hereto, corresponding to such Transaction:

[Further, in respect of each Transaction[s] we identify those Enabling Obligation(s) described in the column entitled "Enabling Obligation(s)" in the Schedule hereto, corresponding to such Transaction:]

Yours faithfully,

[*Matched Buyer*]

_____

Name:

Title:

[4] A single Notice of Physical Settlement may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Credit Derivative Transaction Details

Settlement Matched Pair ID	**Trade ID**	**Reference Entity**	**Trade Date**	**Effective Date**	**Deliverable Obligation(s)[5]**	**Enabling Obligation(s)[6]]**
[●]	[●]	[●]	[●]	[●]	[Currency][Due and Payable Amount]][●]	[●]

[5] describe the Deliverable Obligation(s) to be Delivered, including the currency and outstanding principal balance or Due and Payable Amount for each such Deliverable Obligation and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Deliverable Obligation)

[6] describe each such Enabling Obligation, including the CUSIP or ISIN number, if available and applicable (or, if such identifying number is not available, the rate and tenor), of such Enabling Obligation, or any other information necessary to establish that such obligation is an Enabling Obligation.

APPENDIX IV: FORM OF NOPS AMENDMENT NOTICE

To: *Settlement Matched Pair Matched Seller Address and Contact Information*

Copy to:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Settlement Matched Pair ID: [●]

Trade ID: [●]

NOPS Amendment Notice

Credit Derivative Transaction Details: [Trade Date], [Effective Date], [Reference Entity]

Reference is made to the Credit Derivative Transaction described above (the **Transaction**) between [ ], as Seller, and [ ], as Buyer. Reference is also made to the Notice of Physical Settlement] NOPS Amendment Notice] dated [*insert date*], previously delivered to you on [*insert date*] dated [*insert date*].

This letter constitutes a NOPS Amendment Notice. Any capitalised term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the Confirmation of the Transaction or, if no meaning is specified therein, in the CDS Clearing Supplement.

We hereby notify you that we are replacing the following Deliverable Obligation(s) specified in the Notice of Physical Settlement] NOPS Amendment Notice] specified above with the following Replacement Deliverable Obligation(s):

[*describe the Deliverable Obligation(s) to be replaced, including the Replaced Deliverable Obligation Amount for each such Deliverable Obligation and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Deliverable Obligation) and the Replacement Deliverable Obligation(s) for each Replaced Deliverable Obligation Amount so specified and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Replacement Deliverable Obligation)*].

Yours faithfully,

[*Matched Buyer*]

_____

Name:

Title:

APPENDIX V: FORM OF NOTICE TO EXERCISE ALTERNATIVE DELIVERY PROCEDURE PURSUANT TO SECTION 6.7 (*ALTERNATIVE DELIVERY PROCEDURE*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Dear Sir/Madam

Notice to Exercise Alternative Delivery Procedure[7]

Reference is made to: the Settlement Matched Pairs described in the Schedule hereto, being the Settlement Matched Pairs to which this notice relates and Section 6.7 (*Alternative Delivery Procedure*) of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

The Settlement Matched Pair Delivery Amount relating to each Settlement Matched Pair is that amount specified in the column entitled "Settlement Matched Pair Delivery Amount" in the Schedule hereto, corresponding to such Settlement Matched Pair.

In respect of each Settlement Matched Pair and in accordance with Section 6.7 (*Alternative Delivery Procedure*) we hereby elect to exercise our rights against and perform obligations to you in accordance with the alternative delivery procedure in relation to such percentage and amount of the Settlement Matched Pair Delivery Amount as set out in the column entitled "Percentage and Amount of Settlement Matched Pair Delivery Amount" in the Schedule hereto corresponding to such Settlement Matched Pair.

This notice may be executed in any number of counterparts which together shall constitute one notice.

By countersigning this notice, you are deemed to have given your consent to the above in satisfaction of the requirement to obtain your consent contained in Section 6.7 (*Alternative Delivery Procedure*) of the CDS Clearing Supplement.

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer/ Matched Seller*]

[7] A single Notice to Exercise Alternative Delivery Procedure may be submitted for multiple trades in respect of the same Counterparty

_____

Name:

Title:

Countersigned by LCH SA

_____

Name:

Title:

SCHEDULE

Credit Derivative Transaction Details

Settlement Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date	Settlement Matched Pair Delivery Amount	Percentage and amount of Settlement Matched Pair Delivery Amount
[●]	[●]	[●]	[●]	[●]	[●]	[●]

APPENDIX VI: FORM OF NOTICE OF FALLBACK TO CASH SETTLEMENT OF NON-DELIVERABLE OBLIGATIONS PURSUANT TO SECTION 6.12 (*FALLBACK TO CASH SETTLEMENT IN RESPECT OF NON-DELIVERABLE OBLIGATIONS*)

To: *Settlement Matched Pair Matched Seller Address and Contact Information*

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Settlement Matched Pair ID: [●]

Trade ID: [●]

Dear Sir/Madam

Notice of fallback to Cash Settlement in respect of Non-Deliverable Obligations pursuant to Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) of the CDS Clearing Supplement

Reference is made to Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) of the CDS Clearing Supplement and [*insert details of the relevant Settlement Matched Pair(s)*], being the Settlement Matched Pair[s] to which this notice relates and to the [Notice of Physical Settlement][NOPS Amendment Notice] previously delivered to you on [*insert date*] dated [*insert date*]. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) of the CDS Clearing Supplement we hereby notify you we are not permitted to Deliver the Deliverable Obligations specified below (such Deliverable Obligations, the **Non-Deliverable Obligations**) as specified in the [Notice of Physical Settlement][NOPS Amendment Notice] specified above for the following reasons:

[*Insert details of the relevant Non-Deliverable Obligations and reasonable detail of the relevant circumstances, as described paragraphs (a)(i) and (a)(ii) of Section 6.12 of the CDS Clearing Supplement*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]

_____

Name:

Title:

APPENDIX VII: FORM OF PHYSICAL SETTLEMENT CONFIRMATION AS CONTEMPLATED BY SECTION 6.19 (*MISCELLANEOUS PROVISIONS RELATING TO PHYSICAL SETTLEMENT*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[Contact details]

[*date*]

Dear Sir/Madam

Physical Settlement Confirmation

Reference is made to Section 6.19(b) (*Notification of Completion of Physical Settlement*) of the CDS Clearing Supplement and the Settlement Matched Pair[s] described in the Schedule hereto, being the Settlement Matched Pair[s] to which this notice relates. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 6.19(b) (*Notification of Completion of Physical Settlement*) of the CDS Clearing Supplement, we hereby notify you that we have completed Physical Settlement with respect to such Settlement Matched Pair[s].

This notice is delivered in satisfaction of the requirement in Section 6.19(b) (*Notification of Completion of Physical Settlement*) of the CDS Clearing Supplement to inform you of such completion.

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]/[*Matched Seller*]

_____

Name:

Title:

SCHEDULE

Settlement Matched Pair Details

Settlement Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date
[●]	[●]	[●]	[●]	[●]

APPENDIX VIII: FORM OF NO PHYSICAL SETTLEMENT CONFIRMATION AS CONTEMPLATED BY SECTION 6.19 (*MISCELLANEOUS PROVISIONS RELATING TO PHYSICAL SETTLEMENT*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Settlement Matched Pair ID: [●]

Trade ID: [●]

Dear Sir/Madam

No Physical Settlement Confirmation

Reference is made to Section 6.19(c) (*Notification that Physical Settlement will not occur*) of the CDS Clearing Supplement and the Settlement Matched Pair[s] described in the Schedule hereto, being the Settlement Matched Pair[s] to which this notice relates. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 6.19(c) (*Notification that Physical Settlement will not occur*) of the CDS Clearing Supplement, we hereby notify you that no Notice of Physical Settlement has been delivered within the relevant time period permitted for such delivery in accordance with the terms of the relevant Physically Settled Cleared Transactions and, accordingly, that Physical Settlement will not, under the terms of such Physically Settled Cleared Transactions, occur.

This notice is delivered in satisfaction of the requirement in Section 6.19(c) (*Notification that Physical Settlement will not occur*) of the CDS Clearing Supplement to inform you of such completion.

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]/[*Matched Seller*]

_____

Name:

Title:

SCHEDULE

Settlement Matched Pair Details

Settlement Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date
[●]	[●]	[●]	[●]	[●]

APPENDIX IX: FORM OF NOTICE OF CLEARING MEMBER COMMUNICATIONS FAILURE EVENT PURSUANT TO SECTION 7.6 (*CLEARING MEMBER COMMUNICATIONS FAILURE EVENT*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Dear Sir/Madam

Notice certifying occurrence of a Clearing Member Communications Failure Event

Reference is made to Section 7.6(b) (*Clearing Member to notify LCH SA of Occurrence of Clearing Member Communications Failure Event*) of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 7.6(b) (*Clearing Member to notify LCH SA of Occurrence of Clearing Member Communications Failure Event*) of the CDS Clearing Supplement, notice is hereby given that we are affected by a Clearing Member Communications Failure Event [*insert details of such failure*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Clearing Member*]

_____

Name:

Title:

[*Signed by a senior officer (such as a managing director or equivalent) on behalf of the Clearing Member*]

APPENDIX X: FORM OF NOTICE FOR CEASING TO BE SUBJECT TO A CLEARING MEMBER COMMUNICATIONS FAILURE EVENT PURSUANT TO SECTION 7.6 (*CLEARING MEMBER COMMUNICATIONS FAILURE EVENT*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Dear Sir/Madam

Notice that a Clearing Member is no longer subject to Clearing Member Communications Failure Event

Reference is made to Section 7.6(d) (*Notification of Resolution of Clearing Member Communications Failure Event*) of the CDS Clearing Supplement and the notice certifying the occurrence of a Clearing Member Communications Failure Event delivered by us to LCH SA on [●] (the **Notice of Clearing Member Communications Failure Event**). Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 7.6(d) (*Notification of Resolution of Clearing Member Communications Failure Event*) of the CDS Clearing Supplement, notice is hereby given that we are no longer subject to the relevant Clearing Member Communications Failure Event described in the Notice of Clearing Member Communications Failure Event.

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Clearing Member*]

_____

Name:

Title:

APPENDIX XI: FORM OF NOTICE OF DISPUTE RELATING TO ANY MATCHED PAIR

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

[Restructuring][Settlement] Matched Pair ID: [●]

Trade ID: [●]

Dear Sir/Madam

Notice of dispute relating to [*insert details of the relevant Matched Pairs subject to a dispute*]

Reference is made to Section 7.11 (*Disputes as to Notices*) of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 7.11 (*Disputes as to Notices*) of the CDS Clearing Supplement, notice is hereby given of the following dispute(s):

[*insert details of Matched Pair(s) affected and the relevant dispute*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]/[*Matched Seller*]

_____

Name:

Title:

APPENDIX XII: FORM OF NOTICE RELATING TO SELF-REFERENCING TRANSACTIONS

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Dear Sir/Madam

Notice relating to Self-Referencing Transactions

Credit Derivative Transaction Details: As set out in the Schedule hereto[8].

Reference is made to the Credit Derivative Transaction[s] described in the Schedule hereto (the **Transaction[s]**) between [●], as Seller and [●], as Buyer and to Section 9.1(a) (*Duty to notify*) of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 9.1(a) (*Duty to notify*) of the CDS Clearing Supplement, notice is hereby given of the following: [*insert details of one or more of the relevant events, as set out in paragraphs (i), (ii) and (iii) of Section 9.1(a)* (*Duty to notify*) *of the CDS Clearing Supplement*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Clearing Member*]

_____

Name:

Title:

[8] A single Credit Event Notice may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Credit Derivative Transaction Details

[Restructuring] Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date
[●]	[●]	[●]	[●]	[●]

APPENDIX XIII: CCM CLIENT TRANSACTION REQUIREMENTS

The following provisions (the "**Mandatory Provisions**") are to be incorporated into a CCM Client Transaction between a CCM and its CCM Client that corresponds to a CCM Client Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client. The terms of the corresponding CCM Client Cleared Transaction will be governed by the CDS Clearing Supplement. The CDS Clearing Supplement and these Mandatory Provisions have been drafted so as to complement each other.

LCH SA shall not be responsible for any loss suffered or expense incurred by a CCM or any CCM Client as a result of the inclusion in the CCM Client Transaction Documents of the requirements set-out in this Appendix XIII.

The Mandatory Provisions, when they are incorporated into any CCM Client Transaction Documents, shall be governed by and construed in accordance with the governing law applicable to such CCM Client Transaction Documents of which they form part, or if different and applicable, in accordance with such CCM Client Transaction Documents, the governing law applicable to transactions entered into under such CCM Client Transaction Documents. The Mandatory Provisions shall be subject to such dispute resolution mechanisms and procedures and such courts or other forum for hearing disputes as are applicable in respect of such CCM Client Transaction Documents of which they form part. Each CCM and its CCM Client to which the Mandatory Provisions apply will waive any right to object to any such choice of law or proceedings on the basis of *forum non conveniens*, that the governing law or forum is not specified on the face of this document or otherwise.

In this Appendix XIII:

"**CCM Client Buyer**" means a CCM Client that is party to a CCM Client Transaction as protection buyer;

"**CCM Client Seller**" means a CCM Client that is party to a CCM Client Transaction as protection seller;

"**CCM Buyer/Matched Seller**" means a CCM that is party to a CCM Client Transaction as protection buyer and to the corresponding CCM Client Cleared Transaction as protection seller; and

"**CCM Seller/Matched Buyer**" means a CCM that is party to a CCM Client Transaction as protection seller and to the corresponding CCM Client Cleared Transaction as protection buyer.

1. ***Defined Terms***

Terms used in the Mandatory Provisions and not otherwise defined herein or in the 2003 ISDA Credit Derivatives Definitions shall have the meanings given to them in the CDS Clearing Supplement.

2. ***Terms of CCM Client Transactions***

2.1 *2003 ISDA Credit Derivatives Definitions*

The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association as supplemented by the

2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (the "**2003 ISDA Credit Derivatives Definitions**"), are incorporated into each CCM Client Transaction.

2.2 *Single Name CCM Client Transactions - Reference Obligation*

With effect from the date on which the CCM Client Cleared Transaction corresponding to a Single Name CCM Client Transaction is registered in the TIW, such Single Name CCM Client Transaction shall be deemed to reference the CDSClear Preferred Reference Obligation in respect of the relevant Reference Entity.

2.3 *Single Name CCM Client Transactions - Updating Physical Settlement Matrix*

With effect from the date on which the CCM Client Cleared Transaction corresponding to a Single Name CCM Client Transaction is registered in the TIW, such Single Name CCM Client Transaction shall be deemed to reference the Relevant Physical Settlement Matrix.

With effect from the close of business on any Matrix Re-versioning Date, any Single Name CCM Client Transaction referencing the Existing Matrix will be deemed to have been amended so as to reference the Revised Matrix.

2.4 *Index Client CCM Transactions - Updating Eligible Index Versions*

Upon the occurrence of a DTCC Re-versioning Date, any Index CCM Client Transaction shall be automatically amended so as to reference the portfolio of Reference Entities specified in the revised version of the index published by the Index Publisher and referenced in the TIW with effect from such DTCC Re-versioning Date.

2.5 *Initial Payment Date*

Notwithstanding anything to the contrary in the 2003 ISDA Credit Derivatives Definitions, if the Initial Payment Date specified in the CCM Client Transaction Documents in respect of any CCM Client Transaction is a date falling after the Clearing Day on which the Cleared Transactions related to such CCM Client Transaction are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book, the Initial Payment Date in respect of such CCM Client Transaction shall be deemed to be the Transaction Business Day immediately following the Clearing Day on which the Cleared Transactions relating to such CCM Client Transaction are created.

2.6 *2014 ISDA Credit Derivatives Definitions Protocol*

(a) If the Protocol Effectiveness Condition (as defined in the 2014 ISDA Credit Derivatives Definitions Protocol published by ISDA on 21 August 2014 and supplemented by the Supplement thereto published by ISDA on 15 September 2014 and as further supplemented from time to time (the "**2014 Protocol**")) is satisfied, then from and including the Implementation Date (as defined in the 2014 Protocol) the amendments set forth in Part 1 (*Global Amendments*) of Schedule 1 (*Amendments to Protocol Covered Transactions)* of the 2014 Protocol shall apply to each Index CCM Client Transaction and each Single Name CCM Client Transaction which incorporates the 2003 ISDA Credit Derivatives Definitions and each such CCM

Client Transaction shall be a Protocol Covered Transaction for the purposes of the 2014 Protocol provided that:

(i) the date on which the CCM Client Cleared Transaction corresponding to such CCM Client Transaction is registered in the TIW is prior to the Implementation Date;

(ii) such CCM Client Transaction is not an Excluded Transaction (as defined in the 2014 Protocol) provided that if such CCM Client Transaction relates to more than one Reference Entity and would otherwise be a Protocol Covered Transaction but for the inclusion of any Affected Portion (as defined in the 2014 Protocol) therein, such Affected Portion shall be exclude for the purposes of this Mandatory Provision 2.6(a) and the remaining portion of such CCM Client Transaction shall be deemed to be a Protocol Covered Transaction;

(iii) the Scheduled Termination Date in respect of such CCM Client Transaction is on or after the Implementation Date;

(iv) no Event Determination Date has occurred in respect of such CCM Client Transaction prior to the Implementation Date;

(v) from and including the Implementation Date the provisions of Appendix XIII of Part B of the CDS Clearing Supplement shall apply to such CCM Client Transaction or the portion of such Cleared Transaction other than the Affected Portion, as applicable and the CCM Client Cleared Transaction corresponding thererto and such CCM Client Transaction shall be treated as if it had been entered into and is subject to the 2014 ISDA Credit Derivatives Definitions. In the event of any inconsistency between the provisions of Part B of the CDS Clearing Supplement and the amendments set forth in this paragraph 2.6, the provisions of Appendix XIII of Part B of the CDS Clearing Supplement shall prevail.

3. ***Additional CCM Client Transactions, Compression and Succession Events***

3.1 *Creation of Additional CCM Client Transactions*

Immediately following:

(a) the creation of Matched Pairs by LCH SA pursuant to Section 8.1 (*Creation of Matched Pairs*) of the CDS Clearing Supplement; or

(b) the creation of Resulting Single Name Cleared Transactions pursuant to Section 4.4 (*Re-couponing of Restructuring Cleared Transactions*) of the CDS Clearing Supplement,

if a CCM Client Transaction has been specified to have been split into or replaced by two or more separate CCM Client Transactions in the TIW as a result of the creation of such Matched Pairs or Resulting Single Name Cleared Transactions, such CCM Client Transaction shall be split into or terminated and replaced by two or more (as applicable) corresponding

CCM Client Transactions. The Floating Rate Payer Calculation Amount and Fixed Rate of each such CCM Client Transaction shall correspond to the Floating Rate Payer Calculation Amount and Fixed Rate specified in TIW for such CCM Client Transaction. In respect of CCM Client Transactions created as a result of the creation of Resulting Single Name Cleared Transactions, the Trade Date of such new CCM Client Transactions shall be the same as the Trade Date of the equivalent Resulting Single Name Cleared Transactions. Otherwise, each new CCM Client Transaction shall have the same terms as the original CCM Client Transaction.

3.2 *Reversal of Creation of Additional CCM Client Transactions*

If a CCM Client Transaction has been split into two or more CCM Client Transactions pursuant to Mandatory Provision 3.1 (*Creation of Additional CCM Client Transactions*) above and the relevant DC Credit Event Announcement that led to the creation of the Matched Pairs is reversed such that Section 5.5 (*Reversal of DC Credit Event Announcements*) of the CDS Clearing Supplement applies, then, subject to Section 9.1(c)(iii)(B) of the 2003 ISDA Credit Derivatives Definitions, any additional CCM Client Transactions created pursuant to Mandatory Provision 3.1 (*Creation of Additional CCM Client Transactions*) above shall be deemed not to have been created and any Credit Event Notices delivered in connection with such CCM Client Transactions shall be deemed to be ineffective.

3.3 *Compression of CCM Client Transactions*

If two or more CCM Client Transactions are specified in TIW to have been compressed into a single CCM Client Transaction pursuant to Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book, such CCM Client Transactions shall be compressed into a single CCM Client Transaction with a Floating Rate Payer Calculation Amount equal to the aggregate Floating Rate Payer Calculation Amounts of the original CCM Client Transactions.

3.4 *Succession Events and Cleared Transactions*

If LCH SA takes any action with respect to a CCM Client Cleared Transaction pursuant to Section 4.5 (*Succession Events and Cleared Transactions*) of the CDS Clearing Supplement so as to give effect to a Succession Event, such action shall also be deemed to have been taken with respect to the corresponding CCM Client Transaction.

4. ***Notices***

4.1 *Validity of Notices*

Save if and as expressly stated to the contrary in the Mandatory Provisions, any notice delivered by a CCM Client to its CCM in respect of a CCM Client Transaction (including, without limitation, a Credit Event Notice, Notice of Physical Settlement, Notice to Exercise Movement Option or NOPS Amendment Notice) at a time or in a manner in which the CCM would not be permitted to deliver such a notice to LCH SA (or to a relevant Matched Buyer or Matched Seller as designee of LCH SA(as applicable)) in respect of the corresponding CCM Client Cleared Transaction pursuant to the terms of the CDS Clearing Supplement shall be deemed not to have been delivered.

4.2 *Credit Event Notices and NEMOs given via DTCC*

(a) *Credit Event Notices and NEMOs to be given via DTCC*

Credit Event Notices and Notices to Exercise Movement Option shall be delivered by way of the relevant DTCC Notice Facility, save if and as expressly stated to the contrary in the Mandatory Provisions or otherwise agreed between the parties to the CCM Client Transaction. The deemed time of delivery of any such notices shall be as set out in the DTCC Rules from time to time.

(b) *Credit Event Notices and NEMOs delivered in respect of corresponding CCM Client Cleared Transaction*

In respect of a CCM Client Transaction, if:

(i) CCM Seller/Matched Buyer or CCM Buyer/Matched Seller delivers a valid Credit Event Notice or Notice to Exercise Movement Option in respect of the corresponding CCM Client Cleared Transaction by way of the relevant DTCC Notice Facility; or

(ii) a Credit Event Notice or Notice to Exercise Movement Option is deemed to have been delivered in respect of the corresponding CCM Client Cleared Transaction pursuant to Section 7.3(b) (*Credit Event Notices and NEMOs delivered in respect of CCM Client Transaction*) of the CDS Clearing Supplement as a result of the receipt of a valid Credit Event Notice or Notice to Exercise Movement Option (as applicable) by way of the relevant DTCC Notice Facility in respect of the CCM Client Transaction between the other CCM of a Matched Pair and its CCM Client,

and a Credit Event Notice or Notice to Exercise Movement Option (as applicable) has not already been given in respect of such CCM Client Transaction in accordance with Mandatory Provision 4.4 (*Communications Failure Event*) such notice (or deemed notice) shall be deemed also to be a Credit Event Notice or Notice to Exercise Movement Option (as applicable) for the purposes of such CCM Client Transaction.

4.3 *Consequences of DTCC Failure*

If a DTCC Failure Event occurs, from (and including) the DTCC Failure Event Time to (but excluding) the DTCC Resolution Time:

(a) Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*) shall not apply and accordingly Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly (and not via the relevant DTCC Notice Facility);

(b) any notice delivered via the relevant DTCC Notice Facility prior to the DTCC Failure Event Time will be valid and will not be affected by such DTCC Failure Event; and

(c) any notice delivered or purported to be delivered via the relevant DTCC Notice Facility at or following the DTCC Failure Event Time but prior to the DTCC Resolution Time will not be valid and effective.

Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*) shall apply with effect from the DTCC Resolution Time and, accordingly, any notice thereafter delivered or purported to be delivered directly (and not via the relevant DTCC Notice Facility) will not be valid and effective.

4.4 *Communications Failure Event*

(a) *Right to deliver Notices manually following Communications Failure Event*

If a party is affected by a significant communications or information technology failure resulting in it being impossible or impractical for such party to deliver any Credit Event Notice in relation to a Restructuring Credit Event or any Notice to Exercise Movement Option via a relevant DTCC Notice Facility (a "**Communications Failure Event**") it may, notwithstanding Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*), deliver Credit Event Notices and Notices to Exercise Movement Option directly (and not via the relevant DTCC Notice Facility).

Such party shall deliver, together with any Credit Event Notice or Notice to Exercise Movement Option delivered by it directly, a notice signed by a senior officer (such as a managing director or equivalent) of such party certifying that it is affected by a Communications Failure Event (or, if such party is unable to deliver such notice in writing, orally by telephone).

(b) *Notices to party affected by Communications Failure Event*

For the avoidance of doubt, Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*) shall continue to apply in respect of notices given by the party not affected by the Communications Failure Event to the party affected by the Communications Failure Event.

(c) *Notification of Resolution of Communications Failure Event*

As soon as reasonably practicable upon a party ceasing to be subject to a Communications Failure Event, it shall notify the other party accordingly and thereupon Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*) shall apply and, accordingly, any notice thereafter delivered or purported to be delivered directly (and not via the relevant DTCC Notice Facility) will not be valid and effective.

(d) *Duty to Mitigate*

A party which is subject to a Communications Failure Event shall use reasonable endeavours to mitigate the operational impact on the other party of any Communications Failure Event, to cure such Communications Failure Event as soon as possible and to ensure that the circumstances giving rise to the relevant Communications Failure Event do not recur.

(e) *Breach does not Invalidate Valid Notices*

Without prejudice to any other rights or remedies of the parties, any breach by a party of the provisions of this Mandatory Provision 4.4 shall not cause any Credit Event Notice or Notice to Exercise Movement Option delivered otherwise than in accordance with the terms of the relevant CCM Client Transaction, which would otherwise be valid and effective, to be invalid or ineffective.

4.5 *Uncertain Delivery*

(a) *Manual Notice permitted if Delivery of Notice in DTCC uncertain*

Notwithstanding Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*), where such notices are permitted to be delivered by means other than the relevant DTCC Notice Facility pursuant to this Mandatory Provision 4 (*Notices*), and a party is uncertain as to whether or not a Credit Event Notice or Notice to Exercise Movement Option (as applicable) it attempted to deliver via a DTCC Notice Facility has:

(i) actually been delivered; or

(ii) was delivered prior to the DTCC Failure Time,

that party shall be entitled to deliver such a notice directly to the other party specifying that such notice is only to be effective to the extent that the other purported notice is not effective.

(b) *Details to be provided of Uncertain Notice*

If a party delivers a manual notice pursuant to Mandatory Provision (a) (*Manual Notice permitted if Delivery of Notice in DTCC uncertain*) above, such party shall be required to provide (together with such notice) sufficient details of the notice attempted to be given by way of the relevant DTCC Notice Facility so as to allow the other party to identify the communication concerned.

(c) *DTCC Notice delivered successfully*

If the first Credit Event Notice or Notice to Exercise Movement Option (as applicable) to which the manual notice delivered pursuant to Mandatory Provision (a) (*Manual Notice permitted if Delivery of Notice in DTCC uncertain*) above related was actually delivered successfully, any subsequent Credit Event Notice or Notice to Exercise Movement Option delivered shall be deemed not to have been delivered.

5. ***Determination of Credit Events and Succession Events***

Notwithstanding any provision to the contrary:

(a) the Calculation Agent shall not make any determination in respect of any matter which is or may be subject to resolution under Sections 3.5 (*Succession Event Resolutions*) or 3.6 (*Substitute Reference Obligation Resolutions*) of the DC Rules; and

(b) neither party shall be entitled to deliver a Succession Event Notice or a Credit Event Notice (other than Credit Event Notices in relation to a Restructuring Credit Event in accordance with the terms of any Restructuring CCM Client Transaction (including the Mandatory Provisions) and, where applicable, the DTCC Rules).

6. ***Timings for the Delivery of Manual Notices***

The following provisions shall solely be applicable in respect of a CCM Client Transaction between a CCM Client Buyer and its CCM Seller/Matched Buyer:

6.1 *Delivery of Manual Notices by CCM Client Buyer*

For the purposes of the delivery by CCM Client Buyer of any notice in respect of a CCM Client Transaction which is permitted pursuant to the terms of such CCM Client Transaction (including the Mandatory Provisions) to be delivered manually (rather than via the relevant DTCC Notice Facility), Section 1.10 (*Requirements Regarding Notices*) of the 2003 ISDA Credit Derivatives Definitions shall be amended so as to provide that, solely in respect of the final day on which such manual notice could validly be delivered pursuant to the terms of such CCM Client Transaction (including the Mandatory Provisions), any such notice shall be required to be delivered on or prior to 2:00 p.m. (Calculation Agent City time) in order to be effective.

A manual notice (including, without limitation, a Credit Event Notice or a Notice to Exercise Movement Option) delivered after 2:00 p.m. (Calculation Agent City time) on the final day on which such notice could validly be delivered pursuant to the terms of the relevant CCM Client Transaction (including the Mandatory Provisions) shall be deemed not to have been delivered.

6.2 *Onward Delivery of Certain Notices by CCM Seller/Matched Buyer to Matched Seller*

Any Credit Event Notice, Notice to Exercise Movement Option, Physical Settlement Notice, NOPS Amendment Notice, any notice given pursuant to Section 9.9 (*Buy-in of Bonds Not Delivered)* of the 2003 ISDA Credit Derivatives Definitions or any notice given pursuant to Section 9.10 (*Alternative Procedures Relating to Loans Not Delivered)* of the 2003 ISDA Credit Derivatives Definitions which is permitted to be and is delivered manually by CCM Client Buyer to CCM Seller/Matched Buyer in respect of and pursuant to the terms of a CCM Client Transaction (including the Mandatory Provisions) shall not be effective unless and until CCM Seller/Matched Buyer effectively delivers the relevant equivalent notice to the relevant Matched Seller in respect of and pursuant to the terms of the corresponding Restructuring Cleared Transaction or Physically Settled Cleared Transaction, as applicable.

CCM Seller/Matched Buyer undertakes to deliver such a notice to the relevant Matched Seller within two hours of its receipt of the equivalent notice from CCM Client Buyer if such notice is received between 9:00 a.m. (Calculation Agent City time) and 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day. Any such notice received by CCM Seller/Matched Buyer after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day. Any such notice received by CCM Seller/Matched Buyer before 9:00 a.m. (Calculation Agent City

time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on such Calculation Agent City Business Day. Any such notice delivered on a day that is not a Calculation Agent City Business Day shall be deemed to have been delivered at 9.00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day.

The following provision shall solely be applicable in respect of a CCM Client Transaction between a CCM Client Seller and its CCM Buyer/Matched Seller:

6.3 *Receipt of Certain Notices by CCM Buyer/Matched Seller deemed to be Receipt by CCM Client Seller*

Any Credit Event Notice, Notice to Exercise Movement Option, Physical Settlement Notice NOPS Amendment Notice, any notice given pursuant to Section 9.9 (*Buy-in of Bonds Not Delivered)* of the 2003 ISDA Credit Derivatives Definitions or any notice given pursuant to Section 9.10 (*Alternative Procedures Relating to Loans Not Delivered)* of the 2003 ISDA Credit Derivatives Definitions which is permitted to be and is delivered manually by the relevant Matched Buyer to CCM Buyer/Matched Seller in respect of and pursuant to the terms of a Restructuring Cleared Transaction or Physically Settled Cleared Transaction (as applicable) relating to a CCM Client Transaction between such CCM Buyer/Matched Seller and CCM Client shall be deemed to constitute simultaneous delivery by CCM Buyer/Matched Seller to CCM Client Seller of such notice in respect of such CCM Client Transaction.

CCM Buyer/Matched Seller undertakes to deliver such a notice to CCM Client Seller within two hours of its receipt of the equivalent notice from the relevant Matched Buyer if such notice is received between 9:00 a.m. (Calculation Agent City time) and 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day. Any such notice received by CCM Buyer/Matched Seller after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day. Any such notice received by CCM Buyer/Matched Seller before 9:00 a.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on such Calculation Agent City Business Day. Any such notice delivered on a day that is not a Calculation Agent City Business Day shall be deemed to have been delivered at 9.00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day.

7. ***Physical Settlement***

7.1 *Fallback to Cash Settlement resulting from corresponding CCM Client Cleared Transaction*

If a CCM notifies its CCM Client that the Physically Settled Cleared Transaction corresponding to their CCM Client Transaction is to be settled (in whole or in part) by Cash Settlement pursuant to Section 6 (*Physical Settlement*) of the CDS Clearing Supplement and such CCM Client Transaction has not already been settled by Physical Settlement, such CCM Client Transaction shall also be settled (in whole or in part, as applicable) by Cash Settlement and the Cash Settlement Amount and the Cash Settlement Date shall be the

same as the Cash Settlement Amount and the Cash Settlement Date determined in respect of the corresponding Physically Settled Cleared Transaction.

In respect of the CCM Client Transaction between CCM Client Buyer and CCM Seller/Matched Buyer, If CCM Client Buyer has already Delivered the Deliverable Obligations to CCM Seller/Matched Buyer, CCM Seller/Matched Buyer shall redeliver equivalent Deliverable Obligations to CCM Client Buyer in whole (if Cash Settlement applies) or in part (if Partial Cash Settlement applies in which case CCM Seller/Matched Buyer shall retain a proportion of the Deliverable Obligations equal to the proportion of the Transaction to be settled by Physical Settlement).

7.2 *Fallback to Cash Settlement in respect of Non-Deliverable Obligations*

If, in respect of a CCM Client Transaction, Buyer is not permitted to Deliver one or more Deliverable Obligations (such Deliverable Obligations, the Non-Deliverable Obligations) specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice to Seller because:

(i) the amount of such Deliverable Obligation is less than the relevant minimum denomination of such Deliverable Obligation; or

(ii) Seller is not a permitted transferee under such Deliverable Obligation (and, in the case of this sub-section (ii), such circumstance would not constitute an illegality or impossibility outside the control of a relevant party for the purposes of Section 9.3 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2003 ISDA Credit Derivatives Definitions),

then it shall notify Seller accordingly describing in reasonable detail the relevant circumstances.

With effect from such notification, such occurrence shall be treated, in relation to such CCM Client Transaction, as an illegality or impossibility outside the control of a relevant party for the purpose of Section 9.3 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2003 ISDA Credit Derivatives Definitions and "Cash Settlement" pursuant to the Partial Cash Settlement Terms shall be deemed to apply to such CCM Client Transaction with respect to the Non-Deliverable Obligations as though the Non-Deliverable Obligations were Undeliverable Obligations and the provisions set out in Mandatory Provision 7.3 (*Consequences of Cash Settlement*) below shall apply.

7.3 *Consequences of Cash Settlement*

If the circumstances set out in either Section 9.3 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2003 ISDA Credit Derivatives Definitions or Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) apply to a CCM Client Transaction, then:

(a) the Latest Permissible Physical Settlement Date in respect of such CCM Client Transaction will be deemed to be the first date on which the relevant Buyer or Seller effectively gave the relevant notice to the other pursuant to either Section 9.3

(*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2003 ISDA Credit Derivatives Definitions or Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) above, as applicable, (and for these purposes, Section 9.7 (*Latest Permissible Physical Settlement* Date) of the 2003 ISDA Credit Derivatives Definitions shall not apply); and

(b) where sub-paragraph (ii) of Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) applies, Indicative Quotations shall not be applicable.

The following provisions shall solely be applicable in respect of a CCM Client Transaction between a CCM Client Buyer and its CCM Seller/Matched Buyer:

7.4 *Delivery of Deliverable Obligations by CCM Client Buyer to CCM Seller/Matched Buyer*

This Mandatory Provision 7.4 shall be applicable unless the CCM Client Buyer and CCM Seller/Matched Buyer agree that it shall not apply in respect of a specific CCM Client Transaction.

In respect of a CCM Client Transaction, the Delivery of any Deliverable Obligations to be Delivered by CCM Client Buyer to CCM Seller/Matched Buyer shall be deemed not to have occurred for the purposes of such CCM Client Transaction unless and until CCM Seller/Matched Buyer Delivers equivalent Deliverable Obligations to Matched Seller pursuant to the Physical Settlement of the corresponding Physically Settled Cleared Transaction.

Unless in respect of the corresponding Physically Settled Cleared Transactions:

(a) Cash Settlement is applicable (in whole or in part);

(b) a Buy-in Period is applicable or Buy-in Price has been determined pursuant to Section 9.9 (*Buy-in of Bonds Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions;

(c) a Deemed Buy-in Period is applicable pursuant to Section 6.8(b)(i) of the CDS Clearing Supplement or Section 6.8(b)(ii) of the CDS Clearing Supplement is applicable; or

(d) Section 9.10(a) of the 2003 ISDA Credit Derivatives Definitions is applicable or Matched Seller has required Matched Buyer to Deliver a Bond or Loan pursuant to Section 9.10(b) of the 2003 ISDA Credit Derivatives Definitions,

(each such event, a "**Non-delivery Event**"), CCM Seller/Matched Buyer undertakes to Deliver the Deliverable Obligations (or such portion of the Deliverable Obligations not affected by a Non-delivery Event) to Matched Seller not later than the first Business Day after the day on which a trade in such Deliverable Obligation would, if effected on the day on which CCM Seller/Matched Buyer received the Deliverable Obligations from CCM Client Buyer or on which the relevant Non-delivery Event ceased to apply, as applicable, (or if such day is not a Business Day, the following Business Day), be settled in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent after consultation with the parties.

For the purposes of Article VIII (*Terms relating to Physical Settlement*) of the 2003 ISDA Credit Derivatives Definitions, the Physical Settlement Amount shall not be payable by CCM Seller/Matched Buyer to CCM Client Buyer in respect of the CCM Client Transaction until the Physical Settlement of the corresponding Physically Settled Cleared Transaction has occurred.

7.5 *Buy-in of Bonds not Applicable*

Section 9.9 (*Buy-in of Bonds Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions shall not apply.

7.6 *Buyer's Right to Deliver suspended during Buy-in Period*

If CCM Seller/Matched Buyer notifies CCM Client Buyer in respect of a CCM Client Transaction that (i) it has received a Buy-in Notice from Matched Seller in respect of the Matched Contracts of the related Settlement Matched Pair or (ii) it has been notified by Matched Seller in respect of the Matched Contracts of the related Settlement Matched Pair pursuant to Section 6.8(b) (*Deemed Buy-in of Bonds resulting from CCM Client Transaction of Matched Seller*) of the CDS Clearing Supplement that such Matched Seller has received a Buy-in Notice from its CCM Client in respect of the CCM Client Transaction between such Matched Seller and its CCM Client, such notice from CCM Seller/Matched Buyer specifying:

i) the Buy-in Date;

ii) the Relevant Bonds; and

iii) the outstanding principal balance thereof sought to be bought-in,

then CCM Client Buyer's right to Deliver the specified Relevant Bonds shall be suspended until the fourth Business Day (inclusive) following such Buy-in Date.

7.7 *Buy-in of Bonds in respect of Matched Contracts of the Settlement Matched Pair*

Provided that Physical Settlement has not already occurred in respect of a CCM Client Transaction, if CCM Seller/Matched Buyer notifies CCM Client Buyer that a Buy-in Price has been (i) determined or (ii) deemed to be determined pursuant to Section 6.8(b) (*Deemed Buy-in of Bonds resulting from CCM Client Transaction of Matched Seller*) of the CDS Clearing Supplement, in respect of Relevant Bonds for the purposes of the Matched Contracts of the related Settlement Matched Pair, then on the Buy-in Effective Date:

i) CCM Client Buyer will be deemed to have Delivered to CCM Seller/Matched Buyer an outstanding principal balance of the Deliverable Obligations equal to the outstanding principal balance of the Deliverable Obligations Delivered or deemed to be Delivered by CCM Seller/Matched Buyer to Matched Seller in respect of the Matched Contracts; and

ii) the Physical Settlement Amount to be paid by CCM Seller/Matched Buyer to CCM Client Buyer in respect of this CCM Client Transaction shall be reduced (but not below zero) by an amount equal to the amount by which the Physical Settlement

Amount to be paid to CCM Seller/Matched Buyer by Matched Seller in respect of the Matched Contracts is to be reduced.

CCM Seller/Matched Buyer shall notify CCM Client Buyer of such outstanding principal balance of the Deliverable Obligations and such Physical Settlement Amount reduction for the purposes of i) and ii) above and of the Buy-in Effective Date.

If CCM Client Buyer has already Delivered Deliverable Obligations to CCM Seller/Matched Buyer, CCM Seller/Matched Buyer shall redeliver equivalent Deliverable Obligations to CCM Client Buyer and such equivalent Deliverable Obligations shall have an outstanding principal balance equal to the outstanding principal balance of the Deliverable Obligation(s) specified by CCM Seller/Matched Buyer in the above notice and deemed to have been Delivered by CCM Client Buyer to CCM Seller/Matched Buyer pursuant to this Mandatory Provision 7.7.

7.8 *Alternative Procedures relating to Loans – Seller Right to Select*

Section 9.10(b) (*Alternative Procedures Relating to Loans Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions shall not apply.

7.9 *Alternative Procedures relating to Loans – Seller designates alternative Loan or Bond*

In respect of a CCM Client Transaction, CCM Seller/Matched Buyer shall notify CCM Client Buyer if it has purchased Bond(s) and/or Loan(s) pursuant to Section 9.10(b) (*Alternative Procedures Relating to Loans Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions on the instructions of the Matched Seller in respect of the corresponding CCM Client Cleared Transaction.

Following such notification, such Bond(s) and/or Loan(s) shall be deemed to have been Delivered by CCM Client Buyer to CCM Seller/Matched Buyer in Physical Settlement of the CCM Client Transaction and the Physical Settlement Amount payable by CCM Seller/Matched Buyer to CCM Client Buyer shall be reduced (but not below zero) by an amount equal to the price at which such Bond(s) and or Loan(s) were purchased.

CCM Seller/Matched Buyer shall provide CCM Client Buyer with details of such Bond(s) and/or Loan(s) and the related purchase price(s) in such notice.

If CCM Client Buyer has already Delivered Deliverable Obligations to CCM Seller/Matched Buyer, CCM Seller/Matched Buyer shall redeliver equivalent Deliverable Obligations to CCM Client Buyer and such equivalent Deliverable Obligations shall have an outstanding principal balance equal to the outstanding principal balance of the Bond(s) and/or Loan(s) specified by CCM Seller/Matched Buyer in the above notice and deemed to have been Delivered by CCM Client Buyer to CCM Seller/Matched Buyer pursuant to this Mandatory Provision 7.9.

The following provisions shall solely be applicable in respect of a CCM Client Transaction between CCM Client Seller and CCM Buyer/Matched Seller:

7.10 *Delivery of Deliverable Obligations to CCM Client Seller*

This Mandatory Provision 7.10 shall be applicable unless the CCM Client Seller and CCM Buyer/Matched Seller agree that it shall not apply in respect of a specific CCM Client Transaction.

Subject to the proviso below, in respect of a CCM Client Transaction, the Delivery of any Deliverable Obligations to be Delivered by CCM Buyer/Matched Seller to CCM Client Seller shall be deemed to have occurred for the purposes of such CCM Client Transaction upon receipt by CCM Buyer/Matched Seller of the Deliverable Obligations in respect of the Physical Settlement of the related Physically Settled Cleared Transaction; *provided, however, that* if the CCM Client Transaction is to be settled by Cash Settlement (in whole or in part) pursuant to Section 9.3 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2003 ISDA Credit Derivatives Definitions or Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) then such portion of the CCM Client Transaction which is to be settled by Cash Settlement shall not be deemed to be settled until such Cash Settlement occurs.

Provided that Cash Settlement is not applicable, CCM Buyer/Matched Seller undertakes to Deliver the Deliverable Obligations to CCM Client Seller not later than the first Business Day after the day on which a trade in such Deliverable Obligation would, if effected on the day on which CCM Buyer/Matched Seller received the Deliverable Obligations from Matched Buyer (or if such day is not a Business Day, the following Business Day), be settled in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent after consultation with the parties.

7.11 *Alternative Procedures relating to Loans – Seller Right to Select*

Section 9.10(b) (*Alternative Procedures Relating to Loans Not Delivered*) of the 2003 ISDA Credit Derivatives Definitions shall not apply.

7.12 *Alternative Procedures relating to Loans in respect of Matched Contracts*

In respect of a CCM Client Transaction, if CCM Buyer/Matched Seller notifies CCM Client Seller that a deemed amendment has been made to the Notice of Physical Settlement or any NOPS Amendment Notice in respect of the Matched Contracts of the Settlement Matched Pair that corresponds to such CCM Client Transaction pursuant to (i) Section 9.10(a) or (b) of the 2003 ISDA Credit Derivatives Definitions or (ii) Section 6.9 (*Alternative Procedures Relating to Loans Not Delivered – Deemed Amendment resulting from CCM Client Transaction*) of the CDS Clearing Supplement, then the Notice of Physical Settlement or any NOPS Amendment Notice in respect of such CCM Client Transaction shall be deemed to have been amended by the addition of the Bonds or Loans which have been deemed to be added to the Notice of Physical Settlement or any NOPS Amendment Notice for the purposes of the Matched Contracts of the related Settlement Matched Pair.

8. ***Self Referencing Transactions***

8.1 *Section 2.31 (Merger of Reference Entity and Seller) of the 2003 ISDA Credit Derivatives Definitions*

Section 2.31 (*Merger of Reference Entity and Seller*) of the 2003 ISDA Credit Derivatives Definitions shall not apply.

8.2 *Notification of Self Referencing Transactions*

In respect of any Single Name CCM Client Transaction, the CCM Client shall, unless prohibited from so doing by applicable law, notify the CCM as soon as reasonably practicable if:

i) the CCM Client is or consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Reference Entity in relation to such Single Name CCM Client Transaction or enters into any agreement in respect of any of the foregoing;

ii) the CCM Client and the Reference Entity in relation to such Single Name CCM Client Transaction are or become Affiliates; or

iii) in respect of a Restructuring CCM Client Transaction, the CCM Client is or becomes the Reference Entity in relation to such Restructuring CCM Client Transaction as a result of the occurrence of the relevant Restructuring Credit Event.

8.3 *Termination of Self Referencing Transactions*

A CCM Client Transaction shall be terminated (unless it has already been terminated) at the same time as the termination of the corresponding Single Name Cleared Transaction pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*) of the CDS Clearing Supplement and by reference to the price at which such Single Name Cleared Transaction is terminated and an amount will be payable:

(a) if the CCM receives an amount from LCH SA in relation to such Single Name Cleared Transaction pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*), by the CCM to the CCM Client equal to such amount and on the Business Day following receipt by the CCM of such amount from LCH SA; and

(b) if the CCM is obliged to pay an amount to LCH SA in relation to such Single Name Cleared Transaction pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*), by the CCM Client to the CCM equal to such amount and on the later of (I) the Business Day prior to the day on which the CCM is obliged to pay such amount to LCH SA and (II) the Business Day following the Business Day on which the CCM gives notices to the CCM Client of the relevant amount.

8.4 *Costs of Terminating Self Referencing Transactions*

Without prejudice to any other indemnity agreed between the CCM and the CCM Client in relation to CCM Client Transactions, the CCM Client agrees to indemnify and hold harmless

the CCM from and against all costs and expenses that the CCM is obliged to bear pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*) of the CDS Clearing Supplement.

8.5 *Compression of Self Referencing Transactions*

Where the CCM acts as Matched Buyer and Matched Seller in respect of fungible Single Name Cleared Transactions that have a corresponding CCM Client Transaction in respect of which CCM Client has given notice to CCM pursuant to Mandatory Provision 8.2 (*Notification of Self Referencing Transactions*) and the relevant Single Name Cleared Transactions are compressed pursuant to Section **Erreur ! Source du renvoi introuvable.** (*Occurrence of Client Self Referencing Transactions*) of the CDS Clearing Supplement, the CCM Client will be deemed to have submitted to CCM a request to compress the corresponding CCM Client Transactions.

9. ***Calculation Agent***

9.1 *Appointment of Calculation Agent*

The Calculation Agent in respect of any CCM Client Transaction shall be the CCM.

9.2 *Calculations and Determinations of Calculation Agent*

In the event that the Calculation Agent is entitled or required to make any calculation or determination in respect of a CCM Client Transaction in respect of a matter that has already been or will be determined in respect of and pursuant to the terms of the corresponding CCM Client Cleared Transaction, the Calculation Agent in respect of the CCM Client Transaction shall be obliged to make the same calculation or determination in respect of such CCM Client Transaction as the determination in respect of the corresponding CCM Client Cleared Transaction (including, without limitation, any determination of any Cash Settlement Amount payable in respect of the CCM Client Transaction).

10. ***Amendments***

The Mandatory Provisions may be amended from time to time pursuant to Section 11 (*Amendments*) of the CDS Clearing Supplement. The parties agree that any amendments made to the Mandatory Provisions in accordance with Section 11 (*Amendments*) of the CDS Clearing Supplement shall be deemed to apply automatically to the CCM Client Transaction(s) with effect from the date of such amendment to the Mandatory Provisions.

PART B
CDS CLEARING SUPPLEMENT

FOR INDEX CLEARED TRANSACTIONS AND SINGLE NAME TRANSACTIONS INCORPORATING THE 2014 ISDA CREDIT DERIVATIVES DEFINITIONS

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1. GENERAL PROVISIONS

1.1 Incorporation of Defined Terms

Capitalised terms used in this CDS Clearing Supplement and not otherwise defined herein shall have the meaning given pursuant to the Index Cleared Transaction Confirmation, Single Name Cleared Transaction Confirmation, the 2014 ISDA Credit Derivatives Definitions or the CDS Clearing Rule Book, as applicable. In the case of any such terms defined in the CDS Clearing Rule Book, such terms shall be interpreted in accordance with the governing law specified therefore in the CDS Clearing Rule Book.

1.2 Terms defined in the CDS Clearing Supplement

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

2003 ISDA Credit Derivatives Definitions: The 2003 ISDA Credit Derivatives Definitions published by ISDA as supplemented by the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, including the DC Rules and Credit Derivatives Auction Settlement Terms (each as defined therein).

2014 ISDA Credit Derivatives Definitions: The 2014 ISDA Credit Derivatives Definitions published by ISDA.

Affected Cleared Transaction: Following

(i) a DC Credit Event Announcement or a publication by the DC Secretary of:

  (a) a Successor Resolution; or

  (b) a DC Resolution that a Substitute Reference Obligation has been determined in respect of a Non-Standard Reference Obligation; or

(ii) publication of a revised SRO List,

a Cleared Transaction that references the affected Reference Entity and/or Reference Obligation, as applicable.

Asset Package Cash Settlement Amount: In respect of an Asset Package, an amount in the Settlement Currency of the Physically Settled Cleared Transaction to which such Asset Package relates equal to the total amount of cash in such Settlement Currency (whether actual or deemed in accordance with Section 6.19(e) (*Asset Package Delivery)* comprising such Asset Package.

Asset Package Notice: A notice in the form set out in Appendix IVB.

Buy-in Effective Date: As set out at Section 6.8 (*Buy-in of Bonds – Matched Seller has entered into CCM Client Transaction).*

CCM Client Cleared Transaction: A Cleared Transaction between a CCM and LCH SA registered in a CCM Client Trade Account of a CCM.

CCM Client Transaction: A Transaction between a CCM and a CCM Client which is on the same economic terms as its corresponding CCM Client Cleared Transaction.

CCM Client Transaction Documents: The documentation entered into by a CCM and its CCM Client to document a CCM Client Transaction.

CDSClear Preferred Reference Obligation: This term shall have the meaning set out in Section 4 of the Procedures.

CDSClear Product Committee: A committee composed of representatives of LCH SA and representatives of Clearing Members for the purposes of carrying-out the tasks apportioned to it by the CDS Clearing Documentation as further described in the terms of reference for such committee, agreed in consultation with the Clearing Members and as may be amended from time to time in consultation with the Clearing Members.

CDS Clearing Rule Book: The document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

CDS Type: A class of Cleared Transactions that are identical as to their terms, except that they may differ as to:

(a) the Trade Date;

(b) in respect of Index Cleared Transactions, the Original Notional Amount;

(c) in respect of Single Name Cleared Transactions, the Effective Date (provided that the current and future Fixed Rate Payer Calculation Periods for such Single Name Cleared Transactions are the same), the Floating Rate Payer Calculation Amount and the Reference Obligation (provided that LCH SA determines that the Reference Obligations of the Cleared Transactions are equivalent for the purposes of this CDS Clearing Supplement);

(d) the Initial Payment Payer;

(e) the Initial Payment Amount;

(f) the Initial Payment Date; and

(g) the identity of the relevant Buyer and Seller.

CEN Triggering Period: In relation to any Restructuring Cleared Transaction, the period during which the parties thereto may deliver a Restructuring Credit Event Notice in relation to all or part of such Restructuring Cleared Transaction, such period starting at 9:00 a.m. on and including the earlier to occur of:

(a) the Transaction Business Day following publication of the related Final List; and

(b) the fifth calendar day following the No Auction Announcement Date,

and ending on and including the Exercise Cut-off Date.

Clearing Member Acknowledgement: As set out at Section 7.7 (*Clearing Member Acknowledgements*).

Clearing Member Communications Failure Event: As set out at Section 7.4 (*Notification of DTCC Failure and Resolution*).

Clearing Member Self Referencing Transaction: A Single Name Cleared Transaction which is registered in the House Account Structure of the Clearing Member and in respect of which, the Reference Entity is either the relevant Clearing Member or an Affiliate of such Clearing Member.

Client Self Referencing Transaction: A Single Name Cleared Transaction (a) that is registered in the Client Account Structure of a Clearing Member, and (b) in respect of which, the Reference Entity is either the relevant Client or an Affiliate of such Client.

Compression Cut-off Date: The last date on which a Clearing Member may submit a request for any Cleared Transaction to be compressed pursuant to the ad hoc compression methodology and on which a daily automatic compression cycle will be run by LCH SA, in each case in accordance with Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book and Section 5 of the Procedures, being:

(a) in respect of any Index Cleared Transaction, the date falling one Transaction Business Day prior to the Novation Cut-off Date in respect of the relevant Eligible Index Version;

(b) in respect of any Single Name Cleared Transaction and:

(i) a Restructuring Credit Event, the earlier of (A) the date of publication of the relevant Initial List (as defined in the DC Rules), (B) the date falling two Transaction Business Days prior to the relevant date on which the related RMP Notification Deadline falls and (C) such other date falling between the dates in (A) and (B), as determined by LCH SA in consultation with the CDSClear Product Committee and notified to the relevant Clearing Members prior to such date; and

(ii) a Failure to Pay Credit Event, a Governmental Intervention Credit Event or a Bankruptcy Credit Event, the date falling one Transaction Business Day prior to the calendar day following the related Auction Final Price Determination Date, Auction Cancellation Date or No Auction Announcement Date;

(iii) a Succession Event, a date determined by LCH SA in consultation with the CDSClear Product Committee, which shall be not later that the Transaction Business Day before the date on which DTCC will amend its records in respect of such Single Name Cleared Transaction to take into account the occurrence

of such Succession Event, and notified to the relevant Clearing Members prior to such date; and

(iv) a Rename Event, the Transaction Business Day before the date on which DTCC will amend its records in respect of Single Name Cleared Transactions to take into account the occurrence of such Rename Event.

For the avoidance of doubt, where a Clearing Member has specified automatic compression on a weekly basis then the last such weekly automatic compression cycle performed by LCH SA will be performed on the Clearing Day falling on the Thursday on or before the relevant Compression Cut-off Date.

DC Restructuring Announcement Date: The date on which the DC Credit Event Announcement of a Restructuring Credit Event is made, *provided that* where such DC Credit Event Announcement is made after 6.30 p.m. on a Business Day or on a day which is not a Business Day, the DC Restructuring Announcement Date will be the first following Business Day.

Deemed Buy-in Period**:** As set out at Section 6.8(b)(i).

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

DTCC Failure Event: As set out at Section 7.4 (*Notification of DTCC Failure and Resolution*).

DTCC Failure Event Time: As set out at Section 7.4 (*Notification of DTCC Failure and Resolution*).

DTCC Notice Facility: A facility made available pursuant to the DTCC Rules for the delivery of Credit Event Notices relating to Restructuring Credit Events or Notices to Exercise Movement Option.

DTCC Resolution Time: As set out at Section 7.4 (*Notification of DTCC Failure and Resolution*).

DTCC Rules: The "Operating Procedures", as published by DTCC and as amended from time to time.

Failed Amount: As set out at Section 6.10 (*Failure to pay Physical Settlement Amount*).

First Novation Date: In respect of:

(a) an Index Cleared Transaction, the first date on which LCH SA will accept Original Transactions referencing the relevant Eligible Index Version for clearing pursuant to the CDS Clearing Documentation, being, in the case of any such version published pursuant to the occurrence of a Succession Event or Credit Event, the date on which credit default swap transactions referencing such version of such index are accepted for registration in the TIW in accordance with the DTCC Rules;

(b) a Single Name Cleared Transaction in respect of which a Novation Cut-off Date has previously occurred pursuant to the occurrence of a Restructuring Credit Event in

respect of the relevant Reference Entity, the calendar day following the Transaction Business Day following the latest possible Exercise Cut-off Date for the relevant Restructuring Credit Event or such other date on which LCH SA determines in consultation with the CDSClear Product Committee that LCH SA will begin to again accept Original Transactions referencing the relevant Reference Entity; and

(c) a Single Name Cleared Transaction (other than in the circumstances set-out in (b) above), the first date on which LCH SA determines in consultation with the CDSClear Product Committee that LCH SA will accept or will begin to again accept (as applicable) Original Transactions referencing the relevant Reference Entity.

Index Cleared Transaction: A Cleared Transaction which references a portfolio of Reference Entities specified in a credit default swap index and consists of a Component Transaction (as defined in the Index Cleared Transaction Confirmation) in respect of each such Reference Entity, the terms of which are as evidenced by an Index Cleared Transaction Confirmation.

Index Cleared Transaction Confirmation: For

(a) any Index Cleared Transaction which references a Markit iTraxx® Europe Index Series 22 or above, the form of confirmation which incorporates the iTraxx® Europe Untranched Standard Terms Supplement, each as published on 20 September 2014 by Markit Group Limited;

(b) any Index Cleared Transaction which references a Markit CDX™ Index Series 23 or above, the form of confirmation which incorporates the CDX Untranched Transactions Standard Terms Supplement, each as published on 22 September 2014 by Markit Group Limited; and

(c) any Index Cleared Transaction which references a Markit iTraxx® Europe Index Series 21 or below, the form of confirmation which incorporates the iTraxx® Europe Legacy Untranched Standard Terms Supplement, each as published on 20 September 2014 by Markit Group Limited; and

(d) any Index Cleared Transaction which references a Markit CDX™ Index Series 22 or below, the form of confirmation which incorporates the CDX Legacy Untranched Transactions Standard Terms Supplement, each as published on 22 September 2014 by Markit Group Limited,

in each case as amended by this CDS Clearing Supplement and as completed by reference to the relevant Transaction Data (or, in each case, such other form of confirmation as may be adopted in respect of any CDS Type in accordance with Section 1.2.2 (*Modification)* of the CDS Clearing Rule Book).

Index CCM Client Transaction: A CCM Client Transaction which references a portfolio of Reference Entities specified in a credit default swap index and consists of a Component Transaction (as defined in the Index Cleared Transaction Confirmation) in respect of each such Reference Entity and which is on the same economic terms as an Index Cleared

Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client.

Initial Re-couponing Notice: As set-out in Section 4.4 (*Re-couponing of Restructuring Cleared Transactions*).

Initial Single Name Cleared Transaction: A Cleared Transaction entered into following the novation of an Original Transaction and which references a single Reference Entity, the terms of which are evidenced by a Single Name Cleared Transaction Confirmation.

Initial Single Name CCM Client Transaction: A CCM Client Transaction which references a single Reference Entity and which is on the same economic terms as an Initial Single Name Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client.

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

Mandatory Provisions: As set-out in Appendix XIII (*CCM Client Transaction Requirements*).

Matched Buyer: A CDS Buyer comprised in a Matched Pair.

Matched Buyer Contract: A Cleared Transaction (or part thereof) between a Matched Buyer and LCH SA which is the subject of a Matched Pair having the Restructuring Matched Pair Amount or the Settlement Matched Pair Delivery Amount, as the case may be, relating to that Matched Pair.

Matched Contract: A Matched Seller Contract or a Matched Buyer Contract, as applicable.

Matched Pair: A Restructuring Matched Pair or Settlement Matched Pair, as applicable.

Matched Seller: A CDS Seller comprised in a Matched Pair.

Matched Seller Contract: A Cleared Transaction (or part thereof) between a Matched Seller and LCH SA which is the subject of a Matched Pair having the Restructuring Matched Pair Amount or the Settlement Matched Pair Delivery Amount, as the case may be, relating to that Matched Pair.

Matching Information Notification Deadline: In respect of a Restructuring Cleared Transaction, 9.00 a.m. on the first day of the CEN Triggering Period, *provided that* the Matching Information Notification Deadline shall fall no earlier than the fifth Transaction Business Day following the relevant DC Credit Event Announcement.

Matrix Re-versioning Date: As set-out in Section 2.5 (*Physical Settlement Matrix Updates*).

NEMO Triggering Period: In relation to any Restructuring Cleared Transaction for which either "Mod R" or "Mod Mod R" is applicable, the period starting at 9:00 a.m. on the day falling on the relevant Movement Option Cut-off Date for the relevant Credit Event and ending at the last time for delivery of a valid Notice to Exercise Movement Option under the terms of the relevant Cleared Transaction.

No Physical Settlement Confirmation: As set out in Section 6.19 (*Miscellaneous Provisions relating to Physical Settlement*).

No Physical Settlement Confirmation Deadline: As set out in Section 6.19 (*Miscellaneous Provisions relating to Physical Settlement*).

Non-Deliverable Obligation: As set out at Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*).

Non-DVP Asset Package Settlement Amount: As set out in Section 6.6(b) (*Delivery of Non-DVP Obligations*).

Non-DVP Obligation: In respect of any Physically Settled Cleared Transaction: (1) a Deliverable Obligation, validly specified in a Notice of Physical Settlement, which does not, in accordance with then current market standards, settle on a delivery-versus-payment basis through the books and records of a central securities depository or securities settlement system; or (2) any Asset forming part of an Asset Package validly specified in an Asset Package Notice given in accordance with the final paragraph of Section 8.2 (*Notice of Physical Settlement*) of the 2014 ISDA Credit Derivatives Definitions.

Notice Acknowledgement Deadline: As set out in Section 7.7 (*Clearing Member Acknowledgements*).

Notice Reconciliation Deadline: As set out in Section 7.7 (*Clearing Member Acknowledgements*).

Novation Cut-off Date: The date with effect from which LCH SA will no longer accept Original Transactions referencing an Eligible Index Version or Eligible Reference Entity for novation, being:

(a) following the occurrence of a Restructuring Credit Event, the earlier of:

(i) a date determined by LCH SA in consultation with the CDSClear Product Committee, which shall not be earlier than the DC Restructuring Announcement Date; and

(ii) the calendar day immediately following the No Auction Announcement Date,

provided that LCH SA in consultation with the CDSClear Product Committee may, but is not required to, determine that the Novation Cut-off Date for Index Cleared Transactions and the Novation Cut-off Date for Initial Single Name Cleared Transactions are to occur on different days;

(b) following the occurrence of a Failure to Pay Credit Event, a Bankruptcy Credit Event or a Governmental Intervention Credit Event, the calendar day following the related Auction Final Price Determination Date, Auction Cancellation Date or No Auction Announcement Date, as applicable;

(c) following the occurrence of a Succession Event:

(i) in respect of an Index Cleared Transaction, the date notified by DTCC to LCH SA as being the date on which DTCC will amend its records in respect of such Cleared Transaction to take into account a new version of such index published by the relevant index publisher taking into account the occurrence of such Succession Event; or

(ii) in respect of a Single Name Cleared Transaction, the day after the date on which the DC Secretary publicly announces a Succession Event Resolution in respect of such Succession Event;

(d) following the occurrence of a Rename Event in respect of Single Name Cleared Transactions, the date determined by LCH SA in consultation with the CDSClear Product Committee, which such date shall not be later than the date on which DTCC amends its records in respect of Single Name Cleared Transactions to take into account the occurrence of such Rename Event; or

(e) otherwise, as determined by LCH SA in consultation with the CDSClear Product Committee.

Partial Cash Settlement Terms: As set out in Section 9.6 (*Partial Cash Settlement Terms*) of the 2014 ISDA Credit Derivatives Definitions, as amended by this CDS Clearing Supplement.

Payer: As set out at Section 6.17 (*Physical Settlement Costs*).

Physical Settlement Confirmation: As set out in Section 6.19 (*Miscellaneous Provisions relating to Physical Settlement*).

Physical Settlement Confirmation Deadline: As set out in Section 6.19 (*Miscellaneous Provisions relating to Physical Settlement*).

Physically Settled Cleared Transaction: As set out at Section 6.3 (*Physically Settled Cleared Transactions*).

Physical Settlement Matrix: The Credit Derivatives Physical Settlement Matrix (as defined in Section 13.2 (*Credit Derivatives Physical Settlement Matrix*) of the 2014 ISDA Credit Derivatives Definitions).

Recipient: As set out at Section 6.17 (*Physical Settlement Costs*).

Re-couponing Date: As set-out in Section 4.4 (*Re-couponing of Restructuring Cleared Transactions*).

Re-couponing Notice: As set-out in Section 4.4 (*Re-couponing of Restructuring Cleared Transactions*).

Rename Event: As set out in Section 4.7 (*Rename Events*).

Restructuring Cleared Transaction: A Cleared Transaction which references a single Reference Entity and is created following the creation of Restructuring Matched Pairs

pursuant to Section 5.2 (*Creation of Restructuring Cleared Transactions*), the terms of which are evidenced by a Single Name Cleared Transaction Confirmation.

Restructuring CCM Client Transaction: A CCM Client Transaction between a CCM and a CCM Client which references a single Reference Entity and which is on the same economic terms as a Restructuring Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client.

Restructuring Matched Pair: A pairing comprised of a Matched Buyer and a Matched Seller in respect of Restructuring Cleared Transactions created by LCH SA for the purposes of delivery of Credit Event Notices in respect of the relevant Restructuring Credit Event under Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*).

Restructuring Matched Pair Amount: In respect of a Restructuring Matched Pair, the amount of the Floating Rate Payer Calculation Amount in respect of the relevant Restructuring Cleared Transactions allocated by LCH SA to such Restructuring Matched Pair under Section 8.1 (*Creation of Matched Pairs*).

Resulting Single Name Cleared Transaction: A Cleared Transaction which references a single Reference Entity and is created following the termination of a Restructuring Cleared Transaction pursuant to Section 5.15 (*Recouponing*) of the Procedures, the terms of which are evidenced by a Single Name Cleared Transaction Confirmation.

RMP Notification Deadline: In respect of a notification by LCH SA to the relevant Clearing Members in relation to Restructuring Matched Pairs, 10.00 a.m. on the Transaction Business Day immediately prior to the first day of the CEN Triggering Period *provided that* the RMP Notification Deadline shall in no event fall prior to the second Transaction Business Day following the occurrence of the related DC Credit Event Announcement.

Self Referencing Transaction: A Clearing Member Self Referencing Transaction or a Client Self Referencing Transaction, as applicable.

Settlement Matched Pair: A pairing comprised of a Matched Buyer and a Matched Seller in respect of Physically Settled Cleared Transactions deemed to have been created by LCH SA under Section 6.2 (*Creation and Notification of Settlement Matched Pairs*).

Settlement Matched Pair Delivery Amount: In respect of a Settlement Matched Pair, the amount of the Floating Rate Payer Calculation Amount in respect of the relevant Physically Settled Cleared Transactions allocated by LCH SA to such Settlement Matched Pair under Section 8.1 (*Creation of Matched Pairs*).

Single Name Cleared Transaction: An Initial Single Name Cleared Transaction, a Spin-off Single Name Cleared Transaction, a Restructuring Cleared Transaction and a Resulting Single Name Cleared Transaction.

Single Name Cleared Transaction Confirmation: The form of confirmation for use with the Physical Settlement Matrix that incorporates the 2014 ISDA Credit Derivatives Definitions, as amended by this CDS Clearing Supplement and as completed by reference to:

(a) in the case of an Initial Single Name Cleared Transaction, the relevant Transaction Data; or

(b) in the case of any other type of Single Name Cleared Transaction, the relevant Cleared Transaction or Cleared Transactions that existed immediately prior to the relevant event that resulted in the creation of such Single Name Cleared Transaction (with such amendments as are required pursuant to the terms of the CDS Clearing Documentation),

or such other form of confirmation as may be adopted in respect of any CDS Type in accordance with Section 1.2.2 (*Modification*) of the CDS Clearing Rule Book.

Single Name CCM Client Transaction: A CCM Client Transaction between a CCM and a CCM Client which is on the same economic terms as a Single Name Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client.

SMP Notification Deadline: In respect of a notification by LCH SA to the relevant Clearing Members in relation to Settlement Matched Pairs, noon on the Transaction Business Day following the day on which the Fallback Settlement Method first becomes applicable.

Spin-off Single Name Cleared Transaction: The separate Single Name Cleared Transaction formed in respect of a Reference Entity from a Component Transaction (as defined in the Index Cleared Transaction Confirmation) of an Index Cleared Transaction following the occurrence of a DC Credit Event Announcement in respect of a Restructuring Credit Event with respect to the Reference Entity of such Component Transaction in accordance with the terms of such Index Cleared Transaction, the terms of which are evidenced by a Single Name Cleared Transaction Confirmation.

Succession Event: an entity (or entities) constitute a successor or successors in respect of a Reference Entity as determined pursuant to Section 2.2 (*Provisions for Determining a Successor*) of the 2014 ISDA Credit Derivative Definitions.

Successor Resolution: This term shall have the meaning set out in the DC Rules.

Transaction Business Day: A "Business Day", as defined in the Index Cleared Transaction Confirmation or the Single Name Cleared Transaction Confirmation, as applicable.

Transaction Data: In respect of an Original Transaction to be novated pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book and cleared by LCH SA as an Index Cleared Transaction or Initial Single Name Cleared Transaction, the data provided by an Approved Trade Source System to LCH SA for such purposes, which includes, without limitation:

(a) in respect of an Index Cleared Transaction, the relevant index, including details of the index name, series and version, the annex date, the Original Notional Amount and the currency of the Original Notional Amount;

(b) in respect of an Initial Single Name Cleared Transaction, the Reference Entity, Reference Obligation, applicable Transaction Type, Floating Rate Payer Calculation

Amount, the currency of the Floating Rate Payer Calculation Amount and the Fixed Rate;

(c) the Trade Date;

(d) the Scheduled Termination Date;

(e) the Floating Rate Payer;

(f) the Fixed Rate Payer;

(g) the Fixed Rate Payer Payment Dates;

(h) the Initial Payment Payer;

(i) the Initial Payment Amount; and

(j) whether the 2003 Credit Derivatives Definitions or the 2014 Credit Derivatives Definitions are applicable to such Original Transaction (or, in the case of an Index Cleared Transaction, each component of such Original Transaction).

1.3 **Inconsistency**

To the extent of any conflict between:

(a) any definition or provision contained in Appendix 1 (*CDS Default Management Process*) of the CDS Clearing Rule Book;

(b) the remaining sections of the CDS Clearing Rule Book;

(c) the CDS Admission Agreement;

(d) this CDS Clearing Supplement;

(e) an Index Cleared Transaction Confirmation or a Single Name Cleared Transaction Confirmation;

(f) the Procedures; or

(g) any Clearing Notices,

the first referenced document shall prevail except in relation to determining the existence and amount of any payment and delivery obligations under any Cleared Transactions, in respect of which this CDS Clearing Supplement, the Index Cleared Transaction Confirmation or the Single Name Cleared Transaction Confirmation, as applicable, shall prevail to the extent permitted by law.

1.4 **Timing**

Pursuant to Article 1.2.8 (*Time reference*) of the CDS Clearing Rule Book, any reference to a time of day herein shall be deemed to be a reference to Central European Time unless otherwise provided herein.

1.5 **Third Party Rights**

Unless otherwise provided in this CDS Clearing Supplement or in the CDS Clearing Rulebook, a person who is not a party to a Cleared Transaction does not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of such Cleared Transaction or this CDS Clearing Supplement as it relates to such Cleared Transaction.

1.6 **Recording of Conversations**

Each of LCH SA and each Clearing Member consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with any Cleared Transaction and agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and agrees, to the extent permitted by applicable law, that such recordings may be submitted as evidence in any related court or arbitral proceedings.

1.7 **Application to FCM Clearing Members**

(a) Upon the taking of any action pursuant to this CDS Clearing Supplement by an FCM Clearing Member in respect of an FCM Cleared Transaction entered into as agent for the account of an FCM Client (as described in FCM CDS Clearing Regulation 1(c)), such FCM Clearing Member shall be deemed to represent to LCH SA that it has the power and authority to, and has been duly authorised to, take such action for the account of such FCM Client.

(b) For purposes of this CDS Clearing Supplement, with regard to any Cleared Transaction entered into by an FCM Clearing Member acting as agent for the account of an FCM Client (as described in FCM CDS Clearing Regulation 1(c)):

(i) references herein to "CDS Buyer" or "CDS Seller", as the case may be, shall be understood to be references to such FCM Client (which shall not, for the avoidance of doubt, prejudice LCH SA's right to deal solely with the FCM Clearing Member pursuant to Article 6.1.1.3(vi) of the CDS Clearing Rule Book); and

(ii) references herein to: (1) a Clearing Member entering into a Cleared Transaction with LCH SA; and (2) a Clearing Member forming part of a Matched Pair, shall each be understood as such FCM Clearing Member acting as agent for the account of such FCM Client (as described in FCM CDS Clearing Regulation 1(c)).

2. TERMS OF CLEARED TRANSACTIONS

2.1 General Terms of Cleared Transactions

(a) **Terms of Index Cleared Transactions and Initial Single Name Cleared Transactions**

(i) Upon novation of an Original Transaction at the Novation Time in accordance with Title III (*Clearing Operations*) of the CDS Clearing Rule Book, each resulting Index Cleared Transaction or Initial Single Name Cleared Transaction is entered into by LCH SA and the relevant Clearing Member on the terms of the related Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation (as applicable);

(ii) Each component transaction of an Index Cleared Transaction which references a Markit iTraxx® Europe Index Series 21 or below or a Markit CDX™ Index Series 22 or below to which Section A of the relevant Index Cleared Transaction Confirmation applies shall be subject to the terms of Part A of this CDS Clearing Supplement; and

(iii) Each component transaction of an Index Cleared Transaction which references a Markit iTraxx® Europe Index Series 21 or below or a Markit CDX™ Index Series 22 or below to which Section B of the relevant Index Cleared Transaction Confirmation applies shall be subject to the terms of Part B of this CDS Clearing Supplement.

(b) **Terms of Spin-off Single Name Cleared Transactions, Restructuring Cleared Transactions and Resulting Single Name Cleared Transactions**

If any Spin-off Single Name Cleared Transaction is deemed to have been entered into by the parties in accordance with the terms of any Index Cleared Transaction or if any Restructuring Cleared Transaction is created pursuant to Section 5.2 (*Creation of Restructuring Cleared Transactions*) or if any Resulting Single Name Cleared Transaction is created pursuant to Section 5.15 (*Recouponing*) of the Procedures, such Spin-off Single Name Cleared Transaction, Restructuring Cleared Transaction or Resulting Single Name Cleared Transaction is entered into by LCH SA and the relevant Clearing Member on the terms of the related Single Name Cleared Transaction Confirmation.

(c) **Trade Date of Cleared Transactions following Compression**

Notwithstanding paragraphs (a) and (b) above, where Cleared Transactions are subject to compression in accordance with Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book, the Trade Date of any resulting Cleared Transaction(s) shall be, in respect of any Cleared Transaction subject to:

(i) ad hoc compression (as described in Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book), the date on which the request for compression was effectively received and processed in accordance with Section 5 of the Procedures, which shall be:

(A) the Clearing Day on which such request is submitted and uploaded by the relevant Clearing Member *provided that* such request for compression was received by LCH SA before 7.00 p.m. on such Clearing Day (if such request is submitted and uploaded by the relevant Clearing member via any means of access specified in a Clearing Notice) or 5.00 p.m. (if such request is not submitted via any means of access specified in a Clearing Notice in the case of a disruption of the relevant means of access);

(B) the Clearing Day on which such request is submitted if such request is not submitted via any means of access specified in a Clearing Notice in the case of disruption of the relevant means of access and is submitted after 5.00 p.m. but LCH SA, in its sole discretion, processes such request on the Clearing Day on which such request is submitted; and

(C) unless the relevant Clearing Member instructs the Operations Department to withdraw such request, the Clearing Day following the Clearing Day on which such request is submitted if such request is not submitted via any means of access specified in a Clearing Notice in the case of disruption of the relevant means of access and is submitted after 5.00 p.m. and LCH SA, in its sole discretion, does not process such request on the Clearing Day on which such request is submitted; or

(ii) automatic compression (as described in Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book), the Clearing Day on which such Cleared Transaction is automatically compressed by LCH SA in accordance with Section 5 of the Procedures.

2.2 **Index Cleared Transaction Confirmation**

The Index Cleared Transaction Confirmation is amended, supplemented and completed as follows:

(a) (i) if the Index Cleared Transaction references a Markit iTraxx® Europe Index, by deleting the words "between [●] (**Party A**) and [●] (**Party B**)" in the third line of the first paragraph; and

(ii) if the Index Cleared Transaction references a Markit CDX™ Index, by deleting the words "between [Party A] ("Party A") and [counterparty's name] ("Party B")" in the third and fourth lines of the first paragraph,

and in each case replacing them with:

"between LCH SA (**"Party A"**) and Clearing Member, as identified in the relevant CDS Admission Agreement between such Clearing Member and Party A (**"Party B"**)";

(b) (i) if the Index Cleared Transaction references a Markit iTraxx® Europe Index Series 22 or above, by deleting the fourth paragraph thereof (or, for Markit iTraxx® Europe Series 21 or below, the fifth paragraph thereof); and

(ii) if the Index Cleared Transaction references a Markit CDX™ Index, by deleting the third paragraph thereof,

and in each case replacing it with the following:

"This Confirmation supplements, forms a part of, and is subject to, the CDS Clearing Documentation, as defined in the CDS Clearing Rule Book.";

(c) if the Index Cleared Transaction references a Markit iTraxx® Europe Index Series 22 or above, by deleting the fifth paragraph thereof (or, for Markit iTraxx® Europe Series 21 or below, the sixth paragraph thereof) and replacing it with the following:

"The terms of the iTraxx® Master Transaction, which is an Index Cleared Transaction, to which this Confirmation relates are as follows:";

(d) if the Index Cleared Transaction references a Markit CDX™ Index, by deleting the fourth paragraph thereof and replacing it with the following:

"The terms of the Master Transaction, which is an Index Cleared Transaction, to which this Confirmation relates are as follows:";

(e) by specifying that the “Calculation Agent” is Party A;

(f) by inserting the following “Additional terms”:

(i) if the Index Cleared Transaction references a Markit iTraxx® Europe Index Series 22 or above:

"The Standard Terms Supplement is amended for the purposes of this Transaction:

(a) by deleting in its entirety the last paragraph of the definition of "Reference Obligation", beginning "If there is no Standard Reference Obligation and the Index Sponsor…" and deleting the words "and the following paragraph:" from the first paragraph of the definition of "Reference Obligation"; and

(b) by deleting paragraph 5.5 (*De Minimis Cash Settlement*) in its entirety";

(ii) if the Index Cleared Transaction references a Markit iTraxx® Europe Index Series 21 or below:

"The Legacy Standard Terms Supplement is amended for the purposes of this Transaction:by deleting paragraph 5.4 (*De Minimis Cash Settlement*) of Section A and Section B in its entirety";

(iii) if the Index Cleared Transaction references a Markit CDX™ Index Series 23 or above:

"The CDX Untranched Terms is amended for the purposes of this Transaction by deleting paragraph 5.6 (*De Minimis Cash Settlement*) in its entirety";

(iv) if the Index Cleared Transaction references a Markit CDX™ Index Series 22 or below:

"The CDX Legacy Untranched Terms is amended for the purposes of this Transaction by deleting paragraph 5.3 (*De Minimis Cash Settlement*) of Section A and Section B in its entirety";

(g) by deleting the contact details for notices and the account details; and

(h) by deleting the signature blocks.

2.3 **Single Name Cleared Transaction Confirmation**

The Single Name Cleared Transaction Confirmation is amended, supplemented and completed as follows:

(a) by deleting the words "between us" from the first paragraph thereof and replacing them with:

"between LCH SA (**"Party A"**) and Clearing Member, as identified in the relevant CDS Admission Agreement between Clearing Member and Party A (**"Party B"**)";

(b) by deleting the third paragraph thereof and replacing it with the following:

"This Confirmation supplements, forms a part of and is subject to the CDS Clearing Documentation, as defined in the CDS Clearing Rule Book.";

(c) by specifying that the “Calculation Agent” is Party A;

(d) notwithstanding the terms of the relevant Original Transaction, Standard Reference Obligation is applicable, provided that if there is no Standard Reference Obligation, by specifying that the Reference Obligation is the CDSClear Preferred Reference Obligation;

(e) by deleting references to the Initial Payment Payer and the Initial Payment Amount in part 2 in relation to Single Name Cleared Transactions in respect of which there is no Initial Payment Payer and Initial Payment Amount;

(f) (i) if the Transaction Type specified in respect of the Single Name Cleared Transaction is "European Corporate", "Standard European Corporate", "Standard European Financial Corporate" or "Standard European Senior Non Preferred Financial Corporate", by deleting part 4 in its entirety; and

(ii) if the Transaction Type specified in respect of the Single Name Cleared Transaction is "North American Corporate" or "Standard North American Corporate", by specifying that "Restructuring" is "Not Applicable" in part 4;

(g) by deleting parts 5, 6, 7 and 8 in their entirety;

(h) by inserting the following provision in the "Additional Terms" section of the Confirmation:

"Section 11.4 (*Merger of Reference Entity and Seller*) of the 2014 Definitions shall not apply."; and

(i) by deleting the signature blocks.

2.4 **Amendments to 2014 ISDA Credit Derivatives Definitions**

(a) For the purposes of this CDS Clearing Supplement, Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions as incorporated in any Cleared Transaction shall be amended such that, where LCH SA is the designator in relation to any Restructuring Cleared Transaction or Physically Settled Cleared Transaction, as applicable, it is permitted to designate any relevant CDS Buyer or CDS Seller, as applicable, in accordance with Section 8 (*Matched Pair Designations and Notices*) as its designee, notwithstanding that such relevant CDS Buyer or CDS Seller, as applicable, is not its Affiliate and for the additional purposes of:

(i) delivering or receiving any Credit Event Notice relating to a Restructuring Credit Event or Notice to Exercise Movement Option (in each case, to the extent not delivered via a DTCC Notice Facility);

(ii) delivering or receiving any Notice of Physical Settlement or NOPS Amendment Notice or any Asset Package Notice pursuant to Section 8.2 (*Notice of Physical Settlement*) of the 2014 ISDA Credit Derivatives Definitions;

(iii) making or receiving payment of any Physical Settlement Amount and any costs and expenses of Physical Settlement; and

(iv) delivering or receiving any notice and otherwise exercising any rights or performing any obligations of LCH SA for the purposes of Sections 9.7 (*Buy-in of Bonds Not Delivered*), 9.8 (*Alternative Procedures Relating to Loans Not Delivered*) or 9.9 (*Alternative Procedures Relating to Assets Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions.

(b) Section 11.2(a) of the 2014 ISDA Credit Derivatives Definitions is amended by deleting the words "any master agreement governing the Credit Derivative Transaction" at the end thereof and replacing them with the words "the CDS Clearing Documentation".

(c) Section 11.2(c)(ii) of the 2014 ISDA Credit Derivatives Definitions is amended by deleting the words "any master agreement governing the Credit Derivative Transaction" in the second paragraph thereof and replacing them with the words "the CDS Clearing Documentation".

(d) Section 11.2(c)(iii) of the 2014 ISDA Credit Derivatives Definitions is amended by deleting both occurrences of the words "a master agreement governing the Credit Derivative Transaction" and replacing each with the words "the CDS Clearing Documentation".

2.5 **Physical Settlement Matrix Updates**

(a) **Publication of Revised Matrix**

Where ISDA publishes a new version (the "**Revised Matrix**") of the Physical Settlement Matrix that is the Relevant Physical Settlement Matrix in respect of an Eligible Reference Entity (the "**Existing Matrix**"), LCH SA will, in consultation with the CDSClear Product Committee, determine whether the Existing Matrix and the Revised Matrix are fungible for the purposes of Single Name Cleared Transactions referencing such Eligible Reference Entity.

If there are any changes between the terms of the Revised Matrix and the Existing Matrix that would apply to Single Name Cleared Transactions referencing the Eligible Reference Entity and the Existing Matrix were they to reference the Revised Matrix instead, then the Existing Matrix and the Revised Matrix shall be deemed not to be fungible and paragraph (c) below shall apply.

(b) **Revised Matrix Fungible**

If LCH SA determines in consultation with the CDSClear Product Committee that the Existing Matrix and the Revised Matrix are fungible for the purposes of Single Name Cleared Transactions referencing an Eligible Reference Entity (such date of determination, a **Matrix Re-versioning Date**), then:

(i) LCH SA will promptly notify all Clearing Members of such determination; and

(ii) each Single Name Cleared Transaction referencing such Eligible Reference Entity and the Existing Matrix will, as of the close of business on the Matrix Re-versioning Date, be deemed to have been amended so as to reference the Revised Matrix, which shall become the Relevant Physical Settlement Matrix in respect of such Eligible Reference Entity.

For the avoidance of doubt, following the publication of a Revised Matrix, there may be different Matrix Re-versioning Dates in respect of Single Name Cleared Transactions referencing different Eligible Reference Entities.

(c) **Revised Matrix not Fungible**

If it is determined that the Revised Matrix and the Existing Matrix are not fungible for the purposes of Single Name Cleared Transactions referencing an Eligible Reference Entity, then existing Single Name Cleared Transactions referencing such Eligible Reference Entity and the Existing Matrix shall continue to reference the Existing Matrix.

(d) **Original Transactions submitted prior to Matrix Re-versioning Date**

Any Original Transaction referencing an Eligible Reference Entity submitted for clearing after a Matrix Re-versioning Date in respect of such Eligible Reference Entity and which references the Existing Matrix prior to such Matrix Re-versioning Date will, following novation, result in an Initial Single Name Cleared Transaction referencing the Revised Matrix.

3. PAYMENTS AND DELIVERIES

3.1 Obligation to pay and deliver

Each of LCH SA and each Clearing Member will make each payment or delivery specified under the terms of each Cleared Transaction to be made by it, subject to the other provisions of the CDS Clearing Documentation.

Payments under any Cleared Transaction will be made on the due date for value on that date in the place of the account specified for the relevant party in the CDS Admission Agreement (or such other account as may be designated by it from time to time for such purpose in accordance with the CDS Admissions Agreement and/or the Procedures, as applicable) and otherwise in accordance with the CDS Clearing Documentation, in freely transferable funds and in the manner customary for payments in the required currency.

Deliveries under any Cleared Transaction will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in or pursuant to the CDS Clearing Documentation.

3.2 Payments under Original Transactions

(a) If any Initial Payment Amount or Fixed Amount is due and payable under the terms of an Original Transaction on or before the Clearing Day on which the related Cleared Transactions are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book, such amount shall be payable under and in accordance with the terms of such Original Transaction. In such event, no corresponding Initial Payment Amount or Fixed Amount shall be payable in respect of such Cleared Transactions.

(b) If the Initial Payment Date of an Original Transaction is a date falling after the Clearing Day on which the Cleared Transactions related to such Original Transaction are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book then the corresponding Initial Payment Date for the related Cleared Transactions shall occur on the Transaction Business Day which is also a Clearing Day immediately following the Clearing Day on which such related Cleared Transactions are created.

4. CREDIT EVENTS, SUCCESSION EVENTS AND RENAME EVENTS

4.1 Determination of Credit Events and Succession Events

Notwithstanding any provision of any Cleared Transaction to the contrary:

(a) LCH SA (in its capacity as Calculation Agent with respect to such Cleared Transaction) shall not make any determination pursuant to Section 2.10 (*Substitute Reference Obligation*) of the 2014 ISDA Credit Derivatives Definitions or in respect of any matter which is or may be subject to resolution under Sections 3.5 (*Successor Event Resolutions*) or 3.6 (*Substitute Reference Obligation Resolutions*) of the DC Rules*;* and

(b) neither LCH SA nor any Clearing Member shall be entitled to deliver a Successor Notice or a Credit Event Notice (other than Credit Event Notices in relation to a Restructuring Credit Event in accordance with the terms of any Restructuring Cleared Transaction and, where applicable, the DTCC Rules and Section 7.8 (*Failure to notify Matched Pairs*)).

4.2 Credit Event Timeline

(a) Publication of Credit Event Timeline

Upon a DC Credit Event Announcement, LCH SA will publish and make available to Clearing Members a timeline in respect of the relevant Credit Event and related Affected Cleared Transactions, to notify, among other things, the relevant Novation Cut-off Date(s), Compression Cut-off Date(s) and First Novation Date(s).

Any such timeline shall (i) be published and made available on the date of such DC Credit Event Announcement or, if LCH SA determines that such publication on such date is not practicably possible, as soon as practicable thereafter (but in no event later than the Transaction Business Day before the earlier of the relevant Novation Cut-off Date and the relevant Compression Cut-off Date) and (ii) in all cases be without prejudice to and consistent with the terms of the CDS Clearing Documentation and any relevant DC Resolutions.

(b) Amendment of Credit Event Timeline

Any such timeline may be subject to subsequent amendment by LCH SA, by means of a Clearing Notice to Clearing Members, only to reflect subsequent DC Resolutions, timing provisions of any relevant Transaction Auction Settlement Terms and/or actions of DTCC, or in each case any subsequent amendments thereto. Any such amendment shall be made by LCH SA as soon as reasonably practicable following the relevant event.

4.3 Novation and Compression following Credit Events

Any Restructuring Cleared Transaction (or portion thereof) in respect of which a valid Credit Event Notice is not delivered during the relevant CEN Triggering Period shall become eligible for compression in accordance with Chapter 3 (*Compression*) of Title III (*Clearing*

Operations) of the CDS Clearing Rule Book on the Transaction Business Day following the related Exercise Cut-off Date applicable to the relevant Buyer.

By way of clarification to Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book, LCH SA shall effect compression of relevant Cleared Transactions if and to the extent requested by a Clearing Member.

4.4 **Re-couponing of Restructuring Cleared Transactions**

Following a Restructuring Credit Event, LCH SA may perform re-couponing in accordance with Section 5 of the Procedures on any Restructuring Cleared Transaction (or portion thereof) in respect of which a valid Credit Event Notice has not been delivered during the relevant CEN Triggering Period, provided that:

(a) LCH SA notifies (such notice, the "**Initial Re-couponing Notice**") all of the relevant Clearing Members of its intention to perform such re-couponing and the intended date of such re-couponing (such date, the "**Re-Couponing Date**");

(b) the Re-Couponing Date is no earlier than the later of (i) the end of the relevant CEN Trigger Period; and (ii) eight Transaction Business Days after the effective date of the Initial Re-couponing Notice;

(c) all of the relevant Clearing Members have subsequently consented to the proposed re-couponing, subject to confirmation of the terms of such re-couponing, within five Transaction Business Days of the effective date of the Initial Re-couponing Notice;

(d) after receiving consent from all relevant Clearing Members in accordance with paragraph (c) above, LCH SA notifies (such notice, the "**Re-couponing Notice**") the relevant Clearing Members, no later than three Transactions Business Days prior to the Re-Couponing Date, of the proposed terms of the Resulting Single Name Cleared Transactions determined by LCH SA in accordance with Section 5 of the Procedures; and

(e) all of the relevant Clearing Members have subsequently consented to the proposed terms of such re-couponing process as set out in the Re-couponing Notice within two Transaction Business Days of the effective date of the Re-couponing Notice.

For the avoidance of doubt, if, in respect of a proposed re-couponing process, LCH SA does not obtain consent from all of the relevant Clearing Members in accordance with paragraphs (c) or (e) above, then LCH SA may elect to propose a re-couponing process again in accordance with this Section 4.4 for so long as any relevant Restructuring Cleared Transactions remain outstanding.

4.5 **Succession Events and Cleared Transactions**

If LCH SA determines that any Original Transaction submitted for novation or any Cleared Transaction subject to compression would have been subject to a Succession Event but will no longer be subject to such Succession Event upon novation or compression (as applicable) because of the Trade Date that would be specified with respect to the relevant Cleared

Transactions, LCH SA may take such action as it deems necessary to ensure that such Succession Event is given effect with respect to such Cleared Transactions, including, without limitation, specifying an alternate Trade Date for purposes of Section 2.1 (*Reference Entity*) of the 2014 ISDA Credit Derivatives Definitions with respect to each relevant Cleared Transaction or, where LCH SA determines that an alternative course of action is not practicable, declining to accept such Original Transaction for novation or Cleared Transaction for compression (as applicable).

4.6 **Succession Event Timeline**

(a) **Publication of Succession Event Timeline**

Following the publication of a Successor Resolution, LCH SA will publish and make available to Clearing Members a timeline in respect of the relevant Succession Event and related Affected Cleared Transactions, to notify, amongst other things, the relevant Novation Cut-off Date(s), Compression Cut-off Date(s) and First Novation Date(s).

Any such timeline shall be published and made available as soon as practicable (but in no event later than the Transaction Business Day before the earlier of the relevant Novation Cut-off Date and the relevant Compression Cut-off Date) and shall in all cases be without prejudice to and consistent with the terms of the CDS Clearing Documentation and any relevant DC Resolutions.

(b) **Amendment of Succession Event Timeline**

Any such timeline may be subject to subsequent amendment by LCH SA, by means of a Clearing Notice to Clearing Members, to reflect subsequent DC Resolutions and any relevant actions of DTCC, or in each case any subsequent amendments thereto. Any such amendment shall be made by LCH SA as soon as reasonably practicable following the relevant event.

4.7 **Rename Events**

In respect of Single Name Cleared Transactions, if a Reference Entity changes its name (a "**Rename Event**"), LCH SA will publish and make available to Clearing Members as soon as practicable upon becoming aware of such Rename Event a timeline in respect of the relevant Rename Event and related Affected Cleared Transactions, to notify, amongst other things, the relevant Novation Cut-off Date(s), Compression Cut-off Date(s) and First Novation Date(s).

Any such timeline may be subject to subsequent amendment by LCH SA, by means of a Clearing Notice to Clearing Members, to reflect any relevant actions of DTCC. Any such amendment shall be made by LCH SA as soon as reasonably practicable following the relevant event.

4.8 **Updating Eligible Index Versions**

(a) **Publication of Revised Index**

Where the Index Publisher of an Eligible Index Version publishes a revised version of such index following:

(i) a DC Credit Event Announcement;

(ii) a Successor Resolution; or

(iii) the determination of a Substitute Reference Obligation in respect of a Non-Standard Relevant Obligation , or

(iv) Publication of a revised SRO List,

LCH SA will in consultation with the CDSClear Product Committee determine whether such revised index version is fungible with the Eligible Index Version after taking account of the relevant Credit Event, Succession Event or, as applicable, Substitute Reference Obligation.

(b) **Index Version not Fungible**

If LCH SA determines in consultation with the CDSClear Product Committee that such revised index version is not fungible with the Eligible Index Version after taking account of the relevant Credit Event, Succession Event or, as applicable, Substitute Reference Obligation, it shall notify DTCC accordingly so that DTCC does not automatically update the trade records for Index Cleared Transactions and Index CCM Client Transactions referencing the relevant Eligible Index Version in the TIW.

(c) **Index Fungible**

Unless LCH SA has notified DTCC in accordance with paragraph (b) above, following confirmation from DTCC that the trade records for Cleared Transactions referencing the relevant index have been updated in the TIW (such date a **DTCC Re-versioning Date**) so that such Cleared Transactions reference the revised index version (which such revised index version shall become the Eligible Index Version), LCH SA will update its corresponding records in the CDS Clearing System overnight following such DTCC Re-versioning Date. LCH SA will send Cleared Transaction Portfolio Reports to the relevant Clearing Members on the Transaction Business Day following such DTCC Re-versioning Date which will be updated so as to refer to Cleared Transactions referencing the revised index version.

4.9 **Reversal of DC Credit Event Announcements and Margining**

If a DC Credit Event Announcement is reversed then, subject to Section 10.2(a)(i) of the 2014 ISDA Credit Derivatives Definitions, LCH SA shall be obliged in accordance with Section 3 of the Procedures to calculate and shall be entitled to call for Margin and/or be obliged to

return Margin with respect to each Clearing Member on the basis that the DC Credit Event Announcement that is reversed had not been made.

5. RESTRUCTURING

5.1 Creation and Notification of Restructuring Matched Pairs

Following the occurrence of a Restructuring Credit Event, LCH SA will create (on one or, if the Novation Cut-off Date in respect of Index Cleared Transactions is prior to the Novation Cut-off Date in respect of Initial Single Name Cleared Transactions, two or more occasions) Restructuring Matched Pairs in accordance with Section 8.1 (*Creation of Matched Pairs*). Each such Restructuring Matched Pair shall be composed of two Restructuring Cleared Transactions created at the same time as and as a result of the termination of the relevant Single Name Cleared Transactions pursuant to Section 5.2 (*Creation of Restructuring Cleared Transactions*) below.

LCH SA shall notify the relevant Matched Buyer and Matched Seller comprised within each Restructuring Matched Pair of:

(a) the identity of the other Clearing Member (together with the address, fax number, telephone number, email address and other applicable notice details of such other Clearing Member) of such Matched Pair; and

(b) the associated Restructuring Matched Pair Amount,

as soon as reasonably practicable following the related Compression Cut-off Date, but in any event, at or prior to the RMP Notification Deadline.

LCH SA will additionally provide to DTCC all relevant "Matching Information" (as defined in the DTCC Rules) on or prior to the Matching Information Notification Deadline.

5.2 Creation of Restructuring Cleared Transactions

Upon the notification to the relevant Clearing Members of Restructuring Matched Pairs, the relevant Initial Single Name Cleared Transactions, Restructuring Cleared Transactions (created following the occurrence of a previous Restructuring Credit Event), Spin-off Single Name Cleared Transactions and Resulting Single Name Cleared Transactions entered into by each Clearing Member with LCH SA will be deemed terminated and new Restructuring Cleared Transactions of the same CDS Type will be deemed to be entered into between each such Clearing Member and LCH SA, with each such Restructuring Cleared Transaction having a Floating Rate Payer Calculation Amount corresponding to the Restructuring Matched Pair Amount of a Restructuring Matched Pair in which the relevant Clearing Member is comprised as a Matched Buyer or a Matched Seller, as applicable.

5.3 Triggering of Restructuring Cleared Transactions

Subject as set out in Section 7 (*Delivery of Notices and Fallbacks*), and notwithstanding anything to the contrary in the terms of any Cleared Transaction, Clearing Members may only deliver Credit Event Notices in relation to a Restructuring Credit Event during the CEN

Triggering Period following notification of Restructuring Matched Pairs by LCH SA and subject always to the terms of the relevant Restructuring Cleared Transaction and, where applicable, the DTCC Rules.

Any Credit Event Notice delivered in respect of a Restructuring Matched Pair for an amount which is greater than the related Floating Rate Payer Calculation Amount shall be ineffective as to such excess.

5.4 **Notice to Exercise Movement Option**

Subject as set out in Section 7 (*Delivery of Notices and Fallbacks*), Clearing Members may only deliver a Notice to Exercise Movement Option during the NEMO Triggering Period, subject always to the other terms of the relevant Restructuring Cleared Transaction and, where applicable, the DTCC Rules.

5.5 **Reversal of DC Credit Event Announcements**

If a DC Credit Event Announcement made in relation to a Restructuring Credit Event is reversed then, subject to Section 10.2(a)(i) of the 2014 ISDA Credit Derivatives Definitions:

(a) LCH SA shall have no obligation to create Restructuring Matched Pairs in accordance with Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*), any such Restructuring Matched Pairs so created shall be deemed not to have been created and any Credit Event Notices delivered in connection with such Restructuring Matched Pairs shall be deemed to be ineffective;

(b) LCH SA shall, where applicable, make relevant registrations in the TIW in order to reflect such reversal which shall also automatically result in such registrations being made in respect of any related CCM Client Transactions; and

(c) Section 4.9 (*Reversal of DC Credit Event Announcements and Margining*) shall apply.

5.6 **Reports**

Without prejudice to the notification requirements set out elsewhere in the CDS Clearing Documentation, LCH SA will communicate to the relevant Clearing Members, on the basis of information received from DTCC or, as applicable, from Clearing Members, amongst other things:

(a) the aggregate Floating Rate Payer Calculation Amounts of Restructuring Cleared Transactions to which they are a party and which are the subject of Credit Event Notices; and

(b) the results of the exercise of any Movement Option in relation to Cleared Transactions to which they are a party,

at or around 7.00 p.m. on each day during each CEN Triggering Period and NEMO Triggering Period, as applicable, through the reports referred to in Section 5 of the Procedures.

For the avoidance of doubt, such communication shall not affect the validity or effectiveness of any Credit Event Notice or Notice to Exercise Movement Option which shall be subject to the terms of the relevant Restructuring Cleared Transaction.

6. PHYSICAL SETTLEMENT

6.1 General Terms relating to Physical Settlement

Where Physical Settlement is applicable as the Fallback Settlement Method pursuant to Section 6.1 (*Auction Settlement*) or 6.15 (*Movement* Option) of the 2014 ISDA Credit Derivatives Definitions, each Cleared Transaction will be subject to settlement in accordance with its terms and this Section 6 (*Physical Settlement*).

LCH SA has implemented a process, as set-out in this Section 6 (*Physical Settlement*), pursuant to which Clearing Members will manage the physical delivery process bilaterally in respect of any Cleared Transactions for which Physical Settlement is applicable.

Notwithstanding such process, LCH SA shall remain the legal counterparty for any such Cleared Transactions for which Physical Settlement is applicable and shall continue to be liable with respect to its obligations relating to such Physical Settlement, subject to its terms and this Section 6 (*Physical Settlement*).

6.2 Creation and Notification of Settlement Matched Pairs

LCH SA will create Settlement Matched Pairs in accordance with Section 8.1 (*Creation of Matched Pairs*) and notify Matched Buyer and Matched Seller comprised within each Settlement Matched Pair of:

(a) the identity of the other Clearing Member (together with the address, fax number, telephone number, email address and other applicable notice details of each such other Clearing Member); and

(b) the associated Settlement Matched Pair Delivery Amount,

at or prior to the SMP Notification Deadline.

Notwithstanding the above, the Settlement Matched Pair for a Restructuring Cleared Transaction shall be the Restructuring Matched Pair previously created by LCH SA in accordance with Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*) in respect of such Restructuring Cleared Transaction.

6.3 Physically Settled Cleared Transactions

Following the actual or deemed creation of such Settlement Matched Pairs, the relevant Cleared Transactions in respect of which the Fallback Settlement Method applies will be construed as if they had been terminated and new Cleared Transactions of the same CDS Type will be deemed to have been entered into between each such Clearing Member and LCH SA (each such deemed Cleared Transaction being a **"Physically Settled Cleared Transaction"**).

Each such Physically Settled Cleared Transaction shall have a Floating Rate Payer Calculation Amount corresponding to the Settlement Matched Pair Delivery Amount of a Settlement Matched Pair in which the relevant Clearing Member is comprised as a Matched Buyer or a Matched Seller, as applicable.

6.4 **Matched Seller Calculation Agent**

Notwithstanding any provision to the contrary in a Physically Settled Cleared Transaction (but subject as set out in Section 6.10 (*Failure to pay Physical Settlement Amount*), the "Calculation Agent" for the purposes of Article VIII (*Terms relating to Physical Settlement)* and Section 9.6 (*Partial Cash Settlement* Terms) of the 2014 ISDA Credit Derivatives Definitions shall be the relevant Matched Seller.

6.5 **Notices of Physical Settlement**

(a) **No Notices of Physical Settlement until Notification of Settlement Matched Pairs**

Subject as set out at Section 7.8 (*Failure to notify Matched Pairs*) and notwithstanding anything to the contrary in the terms of any Cleared Transaction, Clearing Members may not deliver any Notices of Physical Settlement or Asset Package Notices in respect of any Affected Cleared Transactions until they have been notified of their Settlement Matched Pairs.

(b) **Notice of Physical Settlement and Asset Package Notice to contain Matched Buyer Account Information**

Each Notice of Physical Settlement and Asset Package Notice delivered by Matched Buyer shall contain, in addition to the information required under the terms of the relevant Physically Settled Cleared Transaction, Matched Buyer's account information.

(c) **Details of Asset Package**

If Asset Package Delivery is applicable in respect of a Physically Settled Cleared Transaction, the Matched Buyer shall on the NOPS Effective Date, or as soon as reasonably practicable thereafter, deliver an Asset Package Notice to the Matched Seller containing a detailed description of the Asset Package that the Matched Buyer intends to deliver to Matched Seller in lieu of the Prior Deliverable Obligation that is specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable.

(d) **LCH SA not Liable**

LCH SA shall have no liability with respect to any loss, cost, damage or expense suffered or incurred by a Matched Seller as a result of any error or inaccuracy in any Notice of Physical Settlement or any NOPS Amendment Notice or Asset Package Notice sent by a Matched Buyer and shall have no duty to verify any such notice or the contents thereof.

6.6 **Delivery of Non-DVP Obligations**

The following shall apply in relation to any Settlement Matched Pair where: (1) the relevant Matched Buyer specifies a Non-DVP Obligation in a Notice of Physical Settlement or a NOPS Amendment Notice, or (2) if Asset Package Delivery is applicable in respect of a Physically Settled Cleared Transaction:

(a) The relevant Matched Buyer shall notify LCH SA that it is ready to Deliver the relevant Non-DVP Obligation (or if Asset Package Delivery is applicable, the Assets that are to be delivered) at or prior to 5.30 p.m. on the Transaction Business Day prior to the date on which Delivery is scheduled to occur. In such notice, the relevant Matched Buyer shall also specify the amount of any expenses payable to it under Section 11.2(c)(vi) of the 2014 ISDA Credit Derivatives Definitions.

(b) LCH SA shall notify the relevant Matched Seller at or prior to 6.30 p.m. on the Transaction Business Day prior to the date on which Delivery is scheduled to occur that it is obligated to pay LCH SA the amount of the relevant Physical Settlement Amount corresponding to the Outstanding Amount of such Non-DVP Obligation or, if Asset Package Delivery is applicable in respect of such Settlement Matched Pair, the amount of such Physical Settlement Amount which corresponds to the Outstanding Amount of the Deliverable Obligation(s) in lieu of which the Asset Package is being Delivered less an amount equal to the Asset Package Cash Settlement Amount determined in respect of such Asset Package (the "**Non-DVP Asset Package Settlement Amount**") and in each case any amounts in respect of expenses notified by the relevant Matched Buyer before 9.00 a.m. on the following Transaction Business Day.

(c) The relevant Matched Seller shall pay to LCH SA the amount(s) so requested on or prior to 9.00 a.m. on the Transaction Business Day immediately following the date on which the relevant Matched Buyer notified LCH SA of its readiness to Deliver provided that the request for payment has been made in a timely manner as set out above.

(d) LCH SA shall notify the relevant Matched Buyer that it has received payment at or prior to 5.30 p.m. on the Transaction Business Day in which LCH SA receives payment, provided that payment is received by LCH SA at or prior to 9.00 a.m. on such Transaction Business Day as set out above.

(e) The relevant Matched Buyer shall Deliver the relevant non-DVP Obligations (or if Asset Package Delivery is applicable, the Assets that are to be delivered) to the relevant Matched Seller, provided that, if Asset Package Delivery is applicable the relevant Matched Buyer's obligation to deliver any Assets in the form of cash in the Settlement Currency forming part of the relevant Asset Package will be automatically satisfied and discharged.

(f) The relevant Matched Seller shall notify LCH SA that Delivery has occurred by 5.30 p.m. on the Transaction Business Day on which Matched Seller receives Delivery of the relevant Non-DVP Obligations (or if Asset Package Delivery is applicable, the

relevant Assets that are to be delivered pursuant to this Section 6.6 (*Delivery of Non-DVP Obligations*). Notices received after 3.30 p.m. will be deemed received on the next following Transaction Business Day, unless LCH SA agrees otherwise.

(g) If and to the extent that LCH SA has received payment from the relevant Matched Seller of the Physical Settlement Amount or the Non-DVP Asset Package Settlement Amount, as applicable in full on a timely basis as set out above, LCH SA shall pay the Physical Settlement Amount or the Non-DVP Asset Package Settlement Amount, as applicable and any expenses due to the relevant Matched Buyer under Section 11.2(c)(vi) of the 2014 ISDA Credit Derivatives Definitions on or prior to 9.00 a.m. on the Transaction Business Day following the Transaction Business Day on which LCH SA receives the notice referred to in sub-paragraph (e) above from the relevant Matched Seller.

(h) If and to the extent that Delivery of the relevant Non-DVP Obligations has not been effected by the relevant Matched Buyer in accordance with terms of the relevant Physically Settled Cleared Transaction as of the expiry of the third Transaction Business Day following delivery of the relevant Matched Buyer's notice referred to above, the relevant Matched Seller may request LCH SA to repay the Physical Settlement Amount or the Non-DVP Asset Package Settlement Amount, as applicable, not earlier than the first Transaction Business Day following the date on which such request is effectively delivered to LCH SA.

6.7 **Alternative Delivery Procedure**

A Matched Buyer and Matched Seller comprising a Settlement Matched Pair may elect to exercise their rights against and perform obligations to LCH SA in relation to the Settlement Matched Pair Delivery Amount (or any portion thereof) directly as between themselves. To exercise such option, the relevant Matched Buyer and Matched Seller must each notify LCH SA accordingly (in the form set out in Appendix V hereto) specifying the relevant Matched Contracts in respect of the related relevant Settlement Matched Pair Delivery Amounts and obtain the consent of LCH SA, which consent will not be unreasonably withheld or delayed by more than one Transaction Business Day following receipt of such notification by Matched Buyer and Matched Seller.

With effect from the time that LCH SA confirms its consent, the Settlement Matched Pair Delivery Amount will be reduced by the amount specified in the joint notice of the relevant Matched Buyer and Matched Seller, and the relevant Matched Buyer and Matched Seller shall each perform their obligations to each other and shall each acquire enforcement rights in respect of the other party's obligations to it pursuant to the Contracts (Rights of Third Parties) Act 1999 in respect of any such reduction as agreed between them.

6.8 **Buy-in of Bonds – Matched Seller has entered into CCM Client Transaction**

The following provisions shall solely be applicable to a Matched Seller that is a CCM in respect of the Matched Contracts of the Settlement Matched Pair if such Matched Seller notifies Matched Buyer and LCH SA that it has a CCM Client Transaction which corresponds to the Matched Seller Contract:

(a) *Buy-in of Bonds – Settlement Matched Pair*

Section 9.7 (*Buy-in of Bonds Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions shall not apply in respect of the Matched Contracts of the Settlement Matched Pair.

(b) *Deemed Buy-in of Bonds resulting from CCM Client Transaction of Matched Seller that is a CCM*

Provided that Physical Settlement has not already occurred in respect of the Matched Contracts of a Settlement Matched Pair, if:

(i) the Matched Seller that is a CCM receives a Buy-in Notice from its CCM Client in respect of the CCM Client Transaction between such Matched Seller and its CCM Client which is validly delivered pursuant to the terms of such CCM Client Transaction (including the Mandatory Provisions), then such Matched Seller shall notify Matched Buyer and LCH.SA of its receipt of such Buy-in Notice and of the content thereof and Matched Buyer's right to Deliver the Relevant Bonds specified in the relevant Buy-in Notice shall be suspended until the fourth Business Day (inclusive) following the Buy-In Date specified in the relevant Buy-In Notice (the "**Deemed Buy-in Period**"); and

(ii) such Matched Seller notifies Matched Buyer and LCH SA that it has been notified by its CCM Client pursuant to Section 9.7 (*Buy-in of Bonds Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions that a Buy-in Price has been determined in respect of Relevant Bonds for the purposes of the CCM Client Transaction between such Matched Seller and its CCM Client, then on the third Business Day following receipt by Matched Seller of such notice from its CCM Client (which such date Matched Seller shall specify) (the "**Buy-in Effective Date**"):

(A) Matched Buyer will be deemed to have Delivered to such Matched Seller an outstanding principal balance of the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, for which a Buy-in Price was determined by the CCM Client; and

(B) the Physical Settlement Amount to be paid by such Matched Seller to Matched Buyer in respect of the Matched Contracts of the Settlement Matched Pair shall be reduced (but not below zero) by an amount equal to the amount by which the Physical Settlement Amount to be

paid to such Matched Seller by its CCM Client in respect of the CCM Client Transaction has been reduced pursuant to Section 9.7 (*Buy-in of Bonds Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions.

Such Matched Seller shall notify Matched Buyer and LCH SA of the outstanding principal balance of the Deliverable Obligations and the Physical Settlement Amount reduction determined in respect of its CCM Client Transaction for the purposes of (A) and (B) above.

6.9 **Alternative Procedures relating to Loans – Buyer Right to Deliver**

The following provision shall solely be applicable in respect of the Matched Contracts of the Settlement Matched Pair if a Matched Buyer that is a CCM notifies Matched Seller and LCH SA that it has a CCM Client Transaction which corresponds to the Matched Buyer Contract:

If a Matched Buyer that is a CCM notifies Matched Seller and LCH SA that it has received a Bond or Loan from its CCM Client in respect of its CCM Client Transaction pursuant to Section 9.8(i) (*Alternative Procedures Relating to Loans Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions, then such Bonds or Loans shall be deemed specified in a NOPS Amendment Notice for the purposes of the Matched Contracts of the Settlement Matched Pair and such NOPS Amendment Notice will be effective notwithstanding the fact that it is deemed specified after the Physical Settlement Date.

6.10 **Failure to pay Physical Settlement Amount**

If, in relation to any Settlement Matched Pair, a Matched Seller fails to pay all or part of the Physical Settlement Amount (the **Failed Amount**) to the related Matched Buyer, as designee for LCH SA, when due:

(a) the relevant Matched Buyer may and the relevant Matched Seller shall, as soon as practicable, give notice in writing to LCH SA, giving all material details of the Settlement Matched Pair involved, the relevant failure to pay and the Failed Amount;

(b) such failure to pay shall not constitute or be deemed to constitute a breach of contract, event of default or failure to pay by LCH SA under the CDS Clearing Documentation or otherwise (but such failure to pay may, for the avoidance of doubt, constitute a breach of the CDS Clearing Documentation and/or a Payment Failure for the purposes of Article 4.3.1.1 of the CDS Clearing Rule Book by or with respect to the relevant Clearing Member);

(c) if the relevant Matched Buyer elects to notify LCH SA of such failure to pay as contemplated above, such Matched Buyer may give any such notice as soon as reasonably practicable after the occurrence of such failure to pay by the relevant Matched Seller;

(d) upon notice being given to LCH SA by the relevant Matched Buyer, "Cash Settlement" between the relevant Matched Buyer and LCH SA and the relevant

Matched Seller and LCH SA pursuant to the Partial Cash Settlement Terms (set out in Section 9.6 (*Partial Cash Settlement* Terms) of the 2014 ISDA Credit Derivatives Definitions, as amended by this CDS Clearing Supplement) shall be deemed to apply to the relevant Physically Settled Cleared Transactions of the Settlement Matched Pair with respect to the Deliverable Obligations corresponding to the Failed Amount as though:

(i) the Deliverable Obligations not Delivered were Undeliverable Obligations;

(ii) the Latest Permissible Physical Settlement Date were the date on which the relevant Matched Buyer gave the relevant notice to LCH SA;

(iii) Indicative Quotations were not applicable;

(iv) the relevant Matched Buyer were the Calculation Agent in respect of the Physically Settled Cleared Transaction of the Settlement Matched Pair to which it is a direct party; and

(v) the Cash Settlement Amount determined in respect of the Physically Settled Cleared Transaction between Matched Buyer and LCH SA is also the Cash Settlement Amount in respect of the corresponding Physically Settled Cleared Transaction of the Settlement Matched Pair; and

(e) LCH SA and the relevant Matched Buyer will settle the relevant Physically Settled Cleared Transaction accordingly.

6.11 **Partial Cash Settlement due to Impossibility or Illegality**

Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions shall apply to a Physically Settled Transaction in the circumstances contemplated therein, provided that Matched Buyer or Matched Seller notifies the other Clearing Member comprised in the relevant Settlement Matched Pair and LCH SA accordingly.

In such case, the related Physically Settled Cleared Transaction entered into between LCH SA and the other Clearing Member comprised in the relevant Settlement Matched Pair shall likewise be subject to "Cash Settlement" pursuant to the Partial Cash Settlement Terms and Section 6.14 (*Consequences of Cash Settlement*).

6.12 **Fallback to Cash Settlement in respect of Non-Deliverable Obligations**

(a) If Matched Buyer is not permitted to Deliver one or more Deliverable Obligations (such Deliverable Obligations, the **Non-Deliverable Obligations**) specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice to Matched Seller as designee for LCH SA in the relevant Matched Pair because:

(i) the amount of such Deliverable Obligation to be Delivered is less than the relevant minimum denomination of such Deliverable Obligation; or

(ii) such Matched Seller is not a permitted transferee under such Deliverable Obligation (and, in the case of this sub-section (ii), such circumstance would not constitute an illegality or impossibility outside the control of a relevant party for the purposes of Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions),

then it shall notify the relevant Matched Seller and LCH SA (in the form set out in Appendix VI hereto) accordingly describing in reasonable detail the relevant circumstances.

With effect from such notification, such occurrence shall be treated, in relation to each relevant Physically Settled Cleared Transaction, as an illegality or impossibility outside the control of a relevant party for the purpose of Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions.

(b) Upon notice being given to LCH SA by Matched Buyer under sub-paragraph (a) of this Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*), "Cash Settlement" pursuant to the Partial Cash Settlement Terms shall be deemed to apply to the Matched Contracts in respect of the relevant Settlement Matched Pair with respect to the Non-Deliverable Obligations as though the Non-Deliverable Obligations were Undeliverable Obligations and the provisions set out in Section 6.14 (*Consequences of Cash Settlement*) of this CDS Clearing Supplement shall apply.

6.13 **Cash Settlement Resulting from CCM Client Transaction of a Matched Buyer that is a CCM**

The following provision shall solely be applicable in respect of the Matched Contracts of the Settlement Matched Pair if a Matched Buyer that is a CCM notifies Matched Seller and LCH SA that it has a CCM Client Transaction which corresponds to the Matched Buyer Contract:

If a Matched Buyer that is a CCM notifies Matched Seller and LCH SA that the corresponding CCM Client Transaction between such Matched Buyer and its CCM Client is to be settled (in whole or in part) by Cash Settlement pursuant to Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions or Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*), then:

(a) "Cash Settlement" shall be deemed to apply (in whole or in part, as applicable) to the Matched Contracts of the Settlement Matched Pair pursuant to the Partial Cash Settlement Terms and Section 6.14 (*Consequences of Cash Settlement*);

(b) the 'Undeliverable Obligations' for the purposes of the Partial Cash Settlement Terms shall be the Undeliverable Obligations or Non-Deliverable Obligations in respect of the corresponding CCM Client Transaction; and

(c) the Cash Settlement Amount and the Cash Settlement Date in respect of the Matched Contracts of the Settlement Matched Pair shall be the same as the Cash

Settlement Amount and the Cash Settlement Date determined in respect of the corresponding CCM Client Transaction.

6.14 **Consequences of Cash Settlement**

If the circumstances set out in either Section 6.11 (*Partial Cash Settlement Due to Impossibility or Illegality*) or paragraph (a) of Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) or Section 6.13 (*Cash Settlement Resulting from CCM Client Transaction of a Matched Buyer that is a CCM*) apply, then:

(a) the Latest Permissible Physical Settlement Date in respect of the relevant Physically Settled Cleared Transaction will be deemed to be the first date on which the relevant Matched Buyer or Matched Seller effectively gave the relevant notice to both LCH SA and the other Clearing Member as referred to in Section 6.11 (*Partial Cash Settlement Due to Impossibility or Illegality*) or paragraph (a) of Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) or Section 6.13 (*Cash Settlement Resulting from CCM Client Transaction of a Matched Buyer that is a CCM*) above, as applicable, (and for these purposes, Section 9.5 (*Latest Permissible Physical Settlement Date*) of the 2014 ISDA Credit Derivatives Definitions shall not apply);

(b) the relevant Matched Buyer will be deemed to be the Calculation Agent;

(c) LCH SA and the relevant Matched Buyer will settle the applicable Matched Buyer Contract, and LCH SA and the relevant Matched Seller will settle the applicable Matched Seller Contract, accordingly*;* and

(d) where sub-paragraph (a)(ii) of Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) applies, Indicative Quotations shall not be applicable.

6.15 **Amendments to Section 9.6(k) of 2014 ISDA Credit Derivatives Definitions**

Solely for the purposes of Section 6.11 (*Partial Cash Settlement due to Impossibility or Illegality*), Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*), Section 6.13 (*Cash Settlement Resulting from CCM Client Transaction of a Matched Buyer that is a CCM*) and Section 6.14 (*Consequences of Cash Settlement*) of this CDS Clearing Supplement, Section 9.6(k) of the 2014 ISDA Credit Derivatives Definitions is amended by inserting the following at the beginning thereof:

"(A) For the purposes hereof, in addition to the requirements of Section 7.10, each firm Quotation shall:

(1) be for a transaction with Matched Buyer (or its designee) (the **Relevant Buyer**) pursuant to 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 on the Valuation Date (which may be determined by the relevant Credit Derivatives Determinations Committee), 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 in respect of the Reference Entity;

(2) 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) and be open for acceptance by the relevant party for at least 30 minutes; and

(3) be obtained on the basis that if the Relevant Buyer agrees to Deliver the Deliverable Obligations 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 to the Relevant Buyer for such Deliverable Obligations.

(B) Otherwise,".

6.16 **Subsequent Determination by the Credit Derivatives Determinations Committee with respect to an Auction**

If the Fallback Settlement Method applies in respect of a Cleared Transaction and a subsequent resolution of the Credit Derivatives Determinations Committee determines that Transaction Auction Settlement Terms will be published, LCH SA shall have no obligation to create Settlement Matched Pairs in accordance with Section 6.2 (*Creation and Notification of Settlement Matched Pairs*).

Unless settlement has occurred with respect to any Settlement Matched Pairs prior to such determination, any such Settlement Matched Pairs so created shall be deemed not to have been created and any notices delivered in connection with such Settlement Matched Pairs shall be deemed to be ineffective.

LCH SA shall effect any relevant registrations in the TIW in order to reflect the application of Auction Settlement as the Settlement Method in respect of the relevant Cleared Transactions.

6.17 **Physical Settlement Costs**

If the Fallback Settlement Method applies in respect of a Cleared Transaction and any amounts are payable in relation to any costs or expenses of Physical Settlement (including any costs or expenses relating to the delivery of any Assets forming part of an Asset Package), then:

(a) where such amount would otherwise be payable by LCH SA to Matched Buyer or Matched Seller (the **Recipient**), such amount shall be payable to the Recipient by the

other party to the Matched Contract who is not the Recipient, as designee to pay such amount on behalf of LCH SA; and

(b) where such amount would otherwise be payable to LCH SA by Matched Buyer or Matched Seller (the **Payer**), such amount shall be payable by the Payer to the other party to the Matched Contract who is not the Payer, as designee to receive such amount on behalf of LCH SA.

Any Matched Seller or Matched Buyer who is required to make any payment as designee on behalf of LCH SA pursuant to this Section 6.17 shall not be entitled to any reimbursement from LCH SA in respect of such amount.

Any Matched Seller or Matched Buyer who receives any payment pursuant to this Section 6.17 shall not be obliged to remit to LCH SA any such amount so received (without prejudice to any rights of LCH SA where there is a failure to Deliver).

LCH SA shall not be liable to a Matched Buyer or a Matched Seller for any of the costs and expenses of Physical Settlement of any Cleared Transaction.

6.18 **Representations and Agreements relating to Physical Settlement**

(a) **Claims by Matched Seller against LCH SA in respect of Obligations Delivered by Physical Settlement**

If a Matched Seller pursues a claim against LCH SA under Sections 11.2(a), (b), (c)(i) or (c)(iv) of the 2014 ISDA Credit Derivatives Definitions in respect of any obligations Delivered by way of Physical Settlement of any Matched Seller Contract, then:

(i) notwithstanding any provision of the 2014 ISDA Credit Derivatives Definitions to the contrary, LCH SA shall only be liable to make payments to that Matched Seller in respect of that claim to the extent of amounts recovered, including, without limitation, any amounts recovered by way of set-off or netting, by LCH SA from or on behalf of the related Matched Buyer in respect of any corresponding claims under or in connection with the Matched Buyer Contract (including, without limitation, following the declaration of an Event of Default in respect of such Matched Buyer) and after deducting any costs and expenses reasonably incurred by LCH SA in pursuing such corresponding claims for recovery under or in connection with the Matched Buyer Contract;

(ii) LCH SA will use reasonable efforts to pursue any claim it may have against the related Matched Buyer but, notwithstanding Section 6.18(a)(i) above, LCH SA will, in the pursuit of such claims, act as though its liability to Matched Seller under the Matched Seller Contract was not limited or restricted in any way; and

(iii) references to indemnity provisions set out in Section 11.2(a), 11.2(b) and 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions shall, in connection with a Matched Buyer Contract, be interpreted without regard to the limitations to Matched Seller's recourse to LCH SA under the corresponding

Matched Seller Contract imposed by the provisions of this Section 6.18(a) and such limitations shall not restrict a Matched Seller from making a claim or raising a Dispute.

(b) **Right of Matched Seller to enforce against Matched Buyer**

Without prejudice to paragraph (a) above, a Matched Seller shall be entitled to enforce Sections 11.2(a), (b), (c)(i) and (c)(iv) of the 2014 ISDA Credit Derivatives Definitions against the related Matched Buyer in respect of any obligations Delivered by way of Physical Settlement of any Physically Settled Cleared Transaction under the Contracts (Rights of Third Parties) Act 1999 as though Matched Seller were party to the relevant Matched Buyer Contract in place of LCH SA.

(c) **Satisfaction of Claim by Matched Buyer discharges Liabilities owed to and by LCH SA**

For the avoidance of doubt, if a Matched Buyer satisfies a claim made by a Matched Seller directly against the relevant Matched Buyer under Sections 11.2(a), (b), (c)(i) or (c)(iv) of the 2014 ISDA Credit Derivatives Definitions pursuant to the rights granted to such Matched Seller under paragraph (b) above, such satisfaction shall also constitute complete satisfaction and discharge of the corresponding liability of such Matched Buyer to LCH SA and the corresponding liability of LCH SA to such Matched Seller in respect of such claim.

(d) **Effect of Illegality or Tax or other Expense resulting from Designation through Creation of Matched Pairs**

The last sentence of Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions shall not operate so as to prevent LCH SA from creating any Matched Pair in accordance with this CDS Clearing Supplement, and LCH SA shall have no obligation to grant any indemnity with respect to any Tax, loss or cost to any Matched Buyer or Matched Seller thereunder.

If the circumstances contemplated at Section 11.2(c)(iv)(A) or (B) of the 2014 ISDA Credit Derivatives Definitions apply in respect of any Physically Settled Cleared Transaction and any related Settlement Matched Pair (in the case of (B), as notified by the Clearing Member which is the non-designating party for such purpose to the other Clearing Member comprised in the relevant Settlement Matched Pair prior to the first Delivery Date), then an impossibility shall be deemed to have occurred with respect to Physical Settlement of the relevant Physically Settled Cleared Transactions, and Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions (as amended by this CDS Clearing Supplement) shall apply.

6.19 **Miscellaneous Provisions relating to Physical Settlement**

(a) **Margin**

For the avoidance of doubt, LCH SA will continue to call all Margin and such Margin will remain due in relation to any Cleared Transaction to which Physical Settlement applies until:

(i) LCH SA has received a Physical Settlement Notification from each Clearing Member;

(ii) LCH SA has received a No Physical Settlement Confirmation from each Clearing Member; or

(iii) in each case, any related dispute is referred to and finally resolved by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures.

(b) **Notification of Completion of Physical Settlement**

Upon completion of Physical Settlement by the relevant Matched Pair of a Physically Settled Cleared Transaction, Matched Buyer and Matched Seller shall inform LCH SA as soon as reasonably practicable and in any event before the date falling two Transaction Business Days following such completion (the **Physical Settlement Confirmation Deadline**) by notice (a **Physical Settlement Confirmation**) in the form set out at Appendix VII hereto.

(c) **Notification that Physical Settlement will not occur**

If no Notice of Physical Settlement has been delivered within the relevant time period permitted for such delivery in accordance with the terms of the relevant Physically Settled Cleared Transaction and, accordingly, Physical Settlement will not, under the terms of the relevant Physically Settled Cleared Transaction, occur, Matched Buyer and Matched Seller shall inform LCH SA as soon as reasonably practicable thereafter and in any event before the date falling two Transaction Business Days following the relevant date after which delivery of a Notice of Physical Settlement is no longer permitted in accordance with the terms of the relevant Physically Settled Cleared Transaction (the **No Physical Settlement Confirmation Deadline**) by notice (a **No Physical Settlement Confirmation**) in the form set out at Appendix VIII hereto.

(d) **Dispute regarding Physical Settlement**

If LCH SA receives a Physical Settlement Confirmation or No Physical Settlement Confirmation from one relevant Matched Buyer or Matched Seller only at or prior to the relevant Physical Settlement Confirmation Deadline or No Physical Settlement Confirmation Deadline, as the case may be, there shall be deemed to be a Dispute

with respect to the Physically Settled Cleared Transactions between LCH SA and each relevant Clearing Member.

(e) **Asset Package Delivery**

If Asset Package Delivery is applicable in respect of a Physically Settled Cleared Transaction and an Asset to be delivered is a Non-Transferable Instrument or Non-Financial Instrument, then the Asset shall be deemed to be an amount of cash equal to the value determined by the CDSClear Product Committee (which, notwithstanding anything to the contrary, shall be the "Calculation Agent" for the purposes of Section 8.15 (*Asset Market Value*) of the 2014 ISDA Credit Derivatives Definitions).

7. DELIVERY OF NOTICES AND FALLBACKS

7.1 General Rules relating to Notices

(a) **Methods of Delivery and deemed Time of Delivery**

Subject to Section 7.2 (*Oral Notices*) and without prejudice to Section 1.38 (*Requirements Regarding* Notices) of the 2014 ISDA Credit Derivatives Definitions and the remaining provisions of the 2014 ISDA Credit Derivatives Definitions (including, for the avoidance of doubt, in relation to notices permitted to be given orally), any notice or other communication in respect of any Cleared Transaction may be given in any manner described below and will be deemed effective as indicated:

(i) if delivered in person or by courier, on the date and at the time it is delivered;

(ii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted; or

(iv) if sent by electronic messaging system (including e-mail or any other electronic access solution established by LCH SA for such purpose), on the date it is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Transaction Business Day or that communication is delivered (or attempted) or received, as applicable, pursuant to the above after 6.00 p.m. in the location of the recipient on a Transaction Business Day, in which case that communication will be deemed given and effective on the first following day that is a Transaction Business Day.

(b) **Notices from or to LCH SA**

Any such notice or communication given by LCH SA to a Clearing Member or vice versa shall (except where delivered via a relevant DTCC Notice Facility) be given to the address or number previously specified in or previously notified for the relevant purpose in accordance with the CDS Admissions Agreement or the Procedures.

(c) **Manual Notices between Clearing Members**

Notices given by a Clearing Member to another Clearing Member comprised in a relevant Matched Pair and which are not delivered via a relevant DTCC Notice Facility shall be given to the address or number notified by LCH SA to the deliveror pursuant to Sections 5.1 (*Creation and Notification of Restructuring Matched Pairs*) or 6.2 (*Creation and Notification of Settlement Matched Pairs*).

Such notices shall only be deemed to be delivered effectively by LCH SA through the relevant Clearing Member as its designee as against the recipient where the address or number so notified by LCH SA corresponds in all material respects to the address or number, as applicable, specified by such recipient in or pursuant to the CDS Admissions Agreement.

(d) **No Obligation on LCH SA to verify Signatories**

LCH SA shall have no obligation to verify the authority of any signatory of any notice delivered by any Clearing Member directly pursuant to this Section 7 (*Delivery of Notices and Fallbacks*).

7.2 **Oral Notices**

Notwithstanding the provisions of the 2014 ISDA Credit Derivatives Definitions, where, by way of exception as contemplated in this Section 7, Credit Event Notices and Notices to Exercise Movement Option are to be delivered directly to LCH SA (and not via a relevant DTCC Notice Facility), such notices may not be delivered by telephone.

7.3 **Credit Event Notices and NEMOs**

(a) **Credit Event Notices and NEMOs to be given via DTCC**

Credit Event Notices and Notices to Exercise Movement Option shall be delivered by way of the relevant DTCC Notice Facility, save if and as expressly stated to the contrary in this Section 7 or expressly agreed by LCH SA. The deemed time of delivery of any such notices shall be as set out in the DTCC Rules from time to time.

(b) **Credit Event Notices and NEMOs delivered in respect of CCM Client Transaction**

If a Matched Buyer or a Matched Seller that is a CCM receives a valid Credit Event Notice or Notice to Exercise Movement Option from its CCM Client in respect of a CCM Client Transaction by way of the relevant DTCC Notice Facility, such notice shall be deemed also to be a Credit Event Notice or Notice to Exercise Movement Option

(as applicable) for the purposes of the corresponding Matched Contracts of the Settlement Matched Pair.

7.4 **Notification of DTCC Failure and Resolution**

(a) **LCH SA to notify Clearing Members of DTCC Failure Event**

If DTCC notifies LCH SA or LCH SA otherwise becomes aware that the relevant DTCC Notice Facility is or will be unavailable to process all or substantially all Credit Event Notices or Notices to Exercise Movement Option, as applicable, with respect to a Restructuring Credit Event in a timely manner (a **DTCC Failure Event**), then LCH SA will, as soon as reasonably practicable and in any event within one hour of such notification or of LCH SA becoming aware of such non-availability, as applicable, notify all relevant Clearing Members of such occurrence, including the time at which such failure occurred (or, if LCH SA is not notified of such time by or on behalf of DTCC, the time at which LCH SA received the relevant notification from or on behalf of DTCC or becomes aware of the relevant non-availability) (the **DTCC Failure Event Time**). LCH SA shall also publish such information on its Website as soon as reasonably practicable after becoming aware of a DTCC Failure Event.

(b) **LCH SA to notify Clearing Members of Resolution of DTCC Failure Event**

If, subsequent to a DTCC Failure Event, DTCC (or a third party designated under the DTCC Rules from time to time) notifies LCH SA that a DTCC Failure Event previously notified to Clearing Members is no longer in effect, LCH SA will as soon as reasonably practicable notify all relevant Clearing Members accordingly, including the time (the **DTCC Resolution Time**) (which must be no earlier than 30 minutes following the time of such notification) at which such DTCC Failure Event is deemed to have been resolved and following which the relevant DTCC Notice Facility is operative for the purposes of delivery of relevant notices relating to Restructuring Cleared Transactions (including transactions in respect of which notices may have been delivered directly pursuant to Section 7.5 (*Consequences of DTCC failure*). LCH SA shall also publish such information on its Website as soon as reasonably practicable after notifying Clearing Members that the DTCC Failure Event is no longer in effect and of the DTCC Resolution Time.

(c) **Notices given prior to DTCC Resolution Time to be confirmed to DTCC**

LCH SA and, to the extent so requested by LCH SA, each Clearing Member shall, as soon as reasonably practicable and to the extent permitted by DTCC, provide or confirm to DTCC details of any relevant notices (in the case of a Clearing Member, being any relevant notices delivered directly by such Clearing Member) given in respect of Cleared Transactions prior to the DTCC Resolution Time, so as to permit delivery of subsequent notices in respect of such Cleared Transactions via the relevant DTCC Notice Facility.

7.5 **Consequences of DTCC Failure**

From (and including) the DTCC Failure Event Time to (but excluding) the DTCC Resolution Time:

(a) Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall not apply and accordingly Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly (and not via the relevant DTCC Notice Facility);

(b) any notice delivered via the relevant DTCC Notice Facility prior to the DTCC Failure Event Time will be valid and will not be affected by such DTCC Failure Event; and

(c) any notice delivered or purported to be delivered via the relevant DTCC Notice Facility at or following the DTCC Failure Event Time but prior to the DTCC Resolution Time will not be valid and effective.

Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall apply with effect from the DTCC Resolution Time and, accordingly, any notice thereafter delivered or purported to be delivered directly (and not via the relevant DTCC Notice Facility) will not be valid and effective.

7.6 **Clearing Member Communications Failure Event**

(a) **Right to deliver Notices manually following Clearing Member Communications Failure Event**

If a Clearing Member is affected by a significant communications or information technology failure resulting in it being impossible or impractical for such Clearing Member to deliver any Credit Event Notice in relation to a Restructuring Credit Event or any Notice to Exercise Movement Option via a relevant DTCC Notice Facility (a **Clearing Member Communications Failure Event**) it may, notwithstanding Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) deliver Credit Event Notices and Notices to Exercise Movement Option directly (and not via the relevant DTCC Notice Facility).

(b) **Clearing Member to notify LCH SA of Occurrence of Clearing Member Communications Failure Event**

Following the occurrence of a Clearing Member Communications Failure Event, the affected Clearing Member shall, within one hour of delivering any Credit Event Notice or Notice to Exercise Movement Option directly, deliver to LCH SA a notice (in the form set out at Appendix IX hereto) signed by a senior officer (such as a managing director or equivalent) of such Clearing Member certifying that it is affected by a Clearing Member Communications Failure Event (or, if such Clearing Member is unable to deliver such notice in writing, orally by telephone).

LCH SA shall notify all Clearing Members accordingly as soon as reasonably practicable and in any event within one hour of receipt of any such notification.

(c) **Notices to Clearing Member affected by Clearing Member Communications Failure Event**

For the avoidance of doubt, Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall continue to apply in respect of notices given to the affected Clearing Member by Clearing Members comprised in any Matched Pair in respect of which the affected Clearing Member is a Matched Buyer or Matched Seller.

(d) **Notification of Resolution of Clearing Member Communications Failure Event**

As soon as reasonably practicable upon a Clearing Member ceasing to be subject to a Clearing Member Communications Failure Event, it shall notify LCH SA accordingly (in the form set out at Appendix X hereto) and thereupon Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall apply and, accordingly, any Credit Event Notice or Notice to Exercise Movement Option thereafter delivered or purported to be delivered directly (and not via the relevant DTCC Notice Facility) will not be valid and effective.

(e) **Clearing Member Duty to Mitigate**

A Clearing Member which is subject to a Clearing Member Communications Failure Event shall use reasonable endeavours to mitigate the operational impact on other Clearing Members and LCH SA of any Clearing Member Communications Failure Event, to cure such Clearing Member Communications Failure Event as soon as possible and to ensure that the circumstances giving rise to the relevant Clearing Member Communications Failure Event do not recur.

(f) **Breach by Clearing Member does not Invalidate Valid Notices**

Without prejudice to any other rights or remedy of LCH SA, any breach by a Clearing Member of the provisions of this Section 7.6 shall not cause any Credit Event Notice or Notice to Exercise Movement Option delivered otherwise than in accordance with the relevant Restructuring Cleared Transaction, which would otherwise be valid and effective, to be invalid or ineffective.

7.7 **Clearing Member Acknowledgements**

(a) **Duty to deliver Clearing Member Acknowledgements**

Each Clearing Member shall notify LCH SA or deliver a copy to LCH SA of any notice delivered or received by such Clearing Member to or from another Clearing Member comprised in a Matched Pair, including, without limitation, any Credit Event Notice or Notice to Exercise Movement Option which was delivered or received directly (and not via a DTCC Notice Facility) pursuant to Sections 7.5 (*Consequences of DTCC Failure*) or 7.6 (*Clearing Member Communications Failure Event*), and which such Clearing Member asserts or acknowledges was effective for the purposes of this CDS Clearing Supplement and the relevant Cleared Transactions (such notification, or delivery of such copy, in respect of any relevant notice, a **Clearing Member Acknowledgement**) by no later than 6.00 p.m. on:

(i) in the case of a Notice of Physical Settlement or NOPS Amendment Notice or Asset Package Notice, the date falling two Transaction Business Days following the date on which such notice was sent; or

(ii) in the case of any other notice, on the last date on which such notice could validly be sent,

(in each case, the **Notice Acknowledgement Deadline**).

(b) **Clearing Member Acknowledgement received from both Clearing Members**

Where LCH SA receives a Clearing Member Acknowledgement in respect of any notice from both relevant Clearing Members comprised in a Matched Pair at or prior to the Notice Acknowledgement Deadline, LCH SA shall perform its obligations in respect of the relevant Cleared Transactions in accordance with and subject to the remaining provisions of the CDS Clearing Documentation.

(c) **Clearing Member Acknowledgement received from one Clearing Member**

Where LCH SA receives a Clearing Member Acknowledgement in respect of any notice from one relevant Clearing Member only at or prior to the Notice Acknowledgement Deadline, the provisions of Section 7.11 (*Disputes as to Notices*) shall apply and LCH SA and each relevant Clearing Member shall perform their obligations in respect of the relevant Cleared Transactions in accordance with and subject to the remaining provisions of the CDS Clearing Documentation and the terms of any final resolution of the relevant dispute, as agreed between the relevant parties or as determined by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures.

In such case, LCH SA shall notify the Clearing Member from which it has not received a Clearing Member Acknowledgement of the asserted delivery or, as applicable, receipt of the relevant notice (in the case of a Credit Event Notice or Notice to Exercise Movement Option, through the reports referred to at Section 5.6 (*Reports*)).

(d) **No Clearing Member Acknowledgement received**

Where LCH SA does not receive Clearing Member Acknowledgement or confirmation of valid delivery in respect of any notice from either Clearing Member in the relevant Matched Pair on or prior to the relevant Notice Acknowledgement Deadline, the rights and obligations of LCH SA as against each relevant Clearing Member, and vice versa, shall be construed as if no such notice had been given.

(e) **Consequences of no Clearing Member Acknowledgement being received**

Where sub-section (d) above is applicable, the following provisions shall apply:

(i) *Notices other than Notices of Physical Settlement, NOPS Amendment Notices and Asset Package Notices*

Save in the case of a Notice of Physical Settlement, a NOPS Amendment Notice or an Asset Package Notice, an amount shall be payable between the Clearing Members equal to the difference between the value of the Matched Buyer Contract had Clearing Member Acknowledgement been given to LCH SA on a timely basis and the value of such contract in the absence of such acknowledgement; such difference in value shall be determined as of the earlier of the day on which notice is given by any relevant Clearing Member that such amount is due and payable and, in the case of a Credit Event Notice or Notice to Exercise Movement Option, the eighth Transaction Business Day following the Auction Settlement Date, no Auction Announcement Date or Auction Cancellation Date, as applicable or otherwise the eighth Transaction Business Day following the last day on which such notice would validly have been delivered, by reference to the relevant Auction Settlement Amount or end of day contributed prices, in each case if available.

(ii) *Notices of Physical Settlement, NOPS Amendment Notices and Asset Package Notices*

Where the relevant notice is a Notice of Physical Settlement, a NOPS Amendment Notice or an Asset Package Notice, the relevant Clearing Members shall acquire rights as against the other as though party to a bilateral credit default swap transaction on the terms of the related Matched Buyer Contract (including, without limitation, as to the occurrence of an Event Determination Date) and the Notice of Physical Settlement, NOPS Amendment Notice or Asset Package Notice, as applicable shall be deemed to have been given in respect of such transaction. Any resulting payment shall be due and payable two Transaction Business Days following the giving of a notice that such amount is due and payable.

In each case, the relevant Clearing Members shall have enforcement rights as against each other pursuant to the Contracts (Rights of Third Parties) Act 1994 in respect of any resulting payments and deliveries; LCH SA shall have no liability in respect thereof.

7.8 **Failure to notify Matched Pairs**

Notwithstanding Section 5.3 (*Triggering of Restructuring Cleared Transactions*) and 6.5 (*Notices of Physical Settlement*), if LCH SA does not notify the relevant Clearing Members of Restructuring Matched Pairs created pursuant to Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*) on or prior to the RMP Notification Deadline or Settlement Matched Pairs and related information specified in Section 6.2 (*Creation and Notification of Settlement Matched Pairs*) by the SMP Notification Deadline, as applicable:

(a) the relevant Clearing Members may deliver Credit Event Notices, Notices to Exercise Movement Option, Notices of Physical Settlement or NOPS Amendment Notices to LCH SA, and vice versa;

(b) the relevant Cleared Transactions shall be subject to Physical Settlement in accordance with their terms; and

(c) the provisions of Sections 2.4 (*Amendments to 2014 ISDA Credit Derivatives Definitions*), 6 (*Physical Settlement*) and 8 (*Matched Pair Designations and Notices*) shall not apply and the terms of this CDS Clearing Supplement shall be construed accordingly.

For such purpose, Section 7.3 (*Certain Notices to be given via DTCC*) shall not apply in respect of notices given by the affected Clearing Members and accordingly Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly (and not via the relevant DTCC Notice Facility).

7.9 **Failure to notify Matching Information**

If LCH SA notifies relevant Clearing Members of Restructuring Matched Pairs created pursuant to Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*) on or prior to the RMP Notification Deadline, but does not notify DTCC of relevant Matching Information on or prior to the RMP Notification Deadline, then Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*) shall not apply in respect of notices to be delivered by affected Clearing Members and accordingly Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly as between Clearing Members (as designees of LCH SA) (and not via the relevant DTCC Notice Facility).

7.10 **Uncertain Delivery**

(a) **Manual Notice permitted if Delivery of Notice in DTCC uncertain**

Notwithstanding Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*), where such notices are permitted to be delivered by means other than the relevant DTCC Notice Facility pursuant to this Section 7, and a CDS Clearing Member is uncertain as to whether or not a Credit Event Notice or Notice to Exercise Movement Option (as applicable) it (or, in the case of a CCM, its CCM Client) attempted to deliver via a DTCC Notice Facility has:

(i) actually been delivered; or

(ii) was delivered prior to the DTCC Failure Time,

that CDS Clearing Member shall be entitled to deliver such a notice directly to any Clearing Member comprised in a relevant Matched Pair (as designee of LCH SA) specifying that such notice is only to be effective to the extent that the other purported notice is not effective.

(b) **Details to be provided of Uncertain Notice**

If a Clearing Member delivers a manual notice pursuant to sub-section (a) (*Manual Notice permitted if Delivery of Notice in DTCC uncertain*) above, such Clearing Member shall be required to provide (together with such notice) sufficient details of the notice attempted to be given by way of the relevant DTCC Notice Facility so as to allow the other Clearing Member and LCH SA to identify the communication concerned.

(c) **DTCC Notice delivered successfully**

If the first Credit Event Notice or Notice to Exercise Movement Option (as applicable) to which the manual notice delivered pursuant to sub-section (a) (*Manual Notice permitted if Delivery of Notice in DTCC uncertain*) above relates was actually delivered successfully, any subsequent Credit Event Notice or Notice to Exercise Movement Option delivered shall be deemed not to have been delivered.

7.11 **Disputes as to Notices**

If any Clearing Member comprised in a Matched Pair where one such party is acting as designee of LCH SA disputes the effective delivery in accordance with the terms of the relevant Cleared Transactions of any notice delivered directly (and not via a relevant DTCC Notice Facility) in accordance with this Section 7 (and for such purposes, a dispute between the relevant Clearing Member and LCH SA shall be deemed to have arisen if LCH SA receives a Clearing Member Acknowledgement from one relevant Clearing Member only in respect of any such notice as contemplated at Section 7.7(c) (*Clearing Member Acknowledgement received from one Clearing Member*)):

(a) LCH SA shall be entitled in accordance with the Procedures to calculate and call for Margin with respect to each such Clearing Member on the basis of the maximum requirement for such Clearing Member that could result from any foreseeable outcome of such dispute;

(b) following final resolution of such dispute by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures, the Clearing Members comprised in the relevant Matched Pair shall take such actions with respect to the Cleared Transactions the subject of such dispute as LCH SA determines appropriate to give effect to any relevant binding resolution; and

(c) without prejudice to its obligations upon final resolution of the dispute, pending final resolution of any such dispute, LCH SA shall not be obliged to take any step pursuant

to the terms of the relevant Cleared Transactions which would be required to have been taken by it had the relevant notice been validly delivered.

Each relevant Clearing Member must promptly notify LCH SA of any such disputes (in the form set out at Appendix XI hereto).

8. MATCHED PAIR DESIGNATIONS AND NOTICES

8.1 Creation of Matched Pairs

LCH SA will create Matched Pairs where required to do so pursuant to Section 5.1 (*Creation and Notification of Restructuring Matched Pairs*) or 6.2 (*Creation and Notification of Settlement Matched Pairs*) using a matching procedure that matches CDS Sellers with CDS Buyers pursuant to an algorithm incorporating the following principles:

(a) the procedure seeks to create Matched Pairs between the same Clearing Member to the extent it is possible to do so before creating Matched Pairs between different Clearing Members and, for this purpose, in the context of CCMs, the procedure will create Matched Pairs separately for CCMs and their CCM Clients (individually or together, depending on whether the CCM Client is a CCM Individual Segregated Account Client or a CCM Omnibus Segregated Account Client, as applicable) and Clearing Member will be construed accordingly;

(b) the procedure seeks to minimise the number of Matched Pairs (and accordingly, largest positions will be matched first);

(c) each Matched Pair will, to the extent possible, have an aggregate Restructuring Matched Pair Amount or, as applicable, Settlement Matched Pair Delivery Amount, which is an integral multiple of Euro 1,000,000, subject to a maximum of Euro 50,000,000; and

(d) LCH SA will allocate a Restructuring Matched Pair Amount or, as applicable, Settlement Matched Pair Delivery Amount to each Matched Pair such that:

(i) the sum of all Restructuring Matched Pair Amounts or, as applicable, Settlement Matched Pair Delivery Amounts, of each CDS Buyer is equal to the aggregate Floating Rate Payer Calculation Amounts in respect of all (A) Initial Single Name Cleared Transactions, Restructuring Cleared Transactions (created following the occurrence of a previous Restructuring Credit Event), Spin-off Single Name Cleared Transactions and Resulting Single Name Cleared Transactions or (B) Cleared Transactions in respect of which the Fallback Settlement Method applies to the CDS Type for such Cleared Transaction, as applicable, to which such CDS Buyer is a party; and

(ii) the sum of all Restructuring Matched Pair Amounts or, as applicable, Settlement Matched Pair Delivery Amounts, of each CDS Seller is equal to the aggregate Floating Rate Payer Calculation Amounts in respect of (A) Initial Single Name Cleared Transactions, Restructuring Cleared Transactions (created following the occurrence of a previous Restructuring

Credit Event), Spin-off Single Name Cleared Transactions and Resulting Single Name Cleared Transactions or (B) Cleared Transactions in respect of which the Fallback Settlement Method applies to the CDS Type for such Cleared Transaction, as applicable, to which such CDS Seller is a party.

Notwithstanding the above, if the Fallback Settlement Method applies in relation to a Cleared Transaction and a Restructuring Credit Event, the Restructuring Matched Pairs previously created pursuant to Section 5.1 (*Creation of Restructuring Matched Pairs*) and this Section 8.1 shall be deemed to be Settlement Matched Pairs created in accordance with Section 6.2 (*Creation and Notification of Settlement Matched Pairs*) and LCH SA shall have no obligation to create Settlement Matched Pairs in respect of such Cleared Transaction.

8.2 **Registration of new Cleared Transactions and Removal of original Cleared Transactions**

To the extent that any Cleared Transaction created pursuant to Section 5.2 (*Creation of Restructuring Cleared Transactions*) or Section 6.3 (*Physically Settled Cleared Transactions*) is not automatically registered in accordance with the DTCC Rules, LCH SA shall register such new Cleared Transaction in the TIW in accordance with the DTCC Rules prior to 6.00 p.m. on the date on which the RMP Notification Deadline or SMP Notification Deadline (as applicable) falls. In respect of CCMs and CCM Clients only, such registration by LCH SA shall also result in the automatic registration of any amendments made to the corresponding CCM Client Transactions.

In addition, LCH SA will, on behalf of the relevant Clearing Member, send an "Exit" message to the TIW in accordance with the DTCC Rules to terminate and remove the corresponding original Cleared Transaction(s) from the TIW prior to 6.00 p.m. on the date on which the RMP Notification Deadline or SMP Notification Deadline (as applicable) falls.

8.3 **Matched Buyer Contracts**

In respect of each Matched Buyer Contract which is the subject of a Matched Pair, LCH SA, pursuant to Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions (amended as set out at Section 2.4 (*Amendments to 2014 ISDA Credit Derivatives Definitions*)), as designator, shall be deemed to have designated Matched Seller in such Matched Pair as its designee:

(a) to receive on its behalf from, and to deliver on its behalf to, Matched Buyer of the Matched Pair any applicable notices or certifications in accordance with the terms of the applicable Cleared Transaction (other than notices required to be delivered via a DTCC Notice Facility);

(b) other than in respect of the Physical Settlement Amount relating to the settlement of Non-DVP Obligations as referred to in Section 6.6 (*Delivery of Non-DVP Obligations*), to pay on behalf of LCH SA any applicable Physical Settlement Amount in accordance with the terms of the applicable Physically Settled Cleared Transaction, and to pay to, and to receive from, Matched Buyer of the Matched Pair, in each case, on behalf of LCH SA, any other amounts due and payable (including

costs and expenses of settlement due under the applicable Matched Buyer Contract); and

(c) to take Delivery, on behalf of LCH SA, of Deliverable Obligations from Matched Buyer of the Settlement Matched Pair.

The relevant Matched Seller shall be deemed to have accepted such designation upon notification of the relevant Matched Pair created and notified in accordance with the provisions of this CDS Clearing Supplement.

8.4 **Matched Seller Contracts**

In respect of each Matched Seller Contract which is the subject of a Matched Pair, LCH SA, pursuant to Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions (as amended pursuant to Section 2.4 (*Amendments to 2014 ISDA Credit Derivatives Definitions*) above), as designator, shall be deemed to have designated Matched Buyer in such Matched Pair as its designee:

(a) to receive on its behalf from, and to deliver on its behalf to, Matched Seller of the Matched Pair any applicable notices or certifications in accordance with the terms of the applicable Cleared Transaction (other than notices required to be delivered via a DTCC Notice Facility);

(b) other than in respect of any Physical Settlement Amount relating to the settlement of Non-DVP Obligations as referred to in Section 6.6 (*Delivery of Non-DVP Obligations*), to receive on behalf of LCH SA the applicable Physical Settlement Amount in accordance with the terms of any applicable Physically Settled Cleared Transaction, and to pay to, and to receive from, Matched Seller of the Matched Pair, in each case, on behalf of LCH SA, any other amounts due and payable (including costs and expenses of settlement due under the Matched Seller Contract); and

(c) to Deliver, on behalf of LCH SA, the relevant Deliverable Obligations to Matched Seller of the Settlement Matched Pair.

The relevant Matched Buyer shall be deemed to have accepted such designation upon notification of the relevant Matched Pair created and notified in accordance with the provisions of this CDS Clearing Supplement.

8.5 **Exercise of Rights**

In relation to each Matched Pair:

(a) the exercise of any rights by Matched Buyer against LCH SA under a Matched Buyer Contract (other than the right to give any notice via DTCC Notice Facility) shall be deemed to constitute the exercise of equal and simultaneous rights by LCH SA against Matched Seller under the Matched Seller Contract of the relevant Matched Pair; and

(b) the exercise of any rights by Matched Seller against LCH SA under a Matched Seller Contract (other than a right to give notice under a DTCC Notice Facility) shall be deemed to constitute the exercise of equal and simultaneous rights by LCH SA against Matched Buyer under the Matched Buyer Contract of the relevant Matched Pair.

8.6 **Clearing Member matched with Itself**

(a) **Notices**

In the event that:

(i) Matched Buyer and Matched Seller of a Matched Pair pursuant to this Section 8 (*Matched Pair Designations and Notices*) is the same Clearing Member; and

(ii) notwithstanding Section 7.3(a) (*Credit Event Notices and NEMOs to be given via DTCC*), a notice or certification is permitted to be delivered in respect of one of the Cleared Transactions forming part of such Matched Pair by means other than the relevant DTCC Notice Facility pursuant to Section 7 (*Delivery of Notices and Fallbacks*),

such notice shall be deemed to be given upon such Clearing Member sending a Clearing Member Acknowledgement to LCH SA pursuant to Section 7.7(a) (*Duty to deliver Clearing Member Acknowledgements*) above in respect of such notice and Section 7.7(b) (*Clearing Member Acknowledgement received from both Clearing Members*) shall apply.

(b) **Payments and Deliveries**

In the event that:

(i) Matched Buyer and Matched Seller of a Matched Pair pursuant to this Section 8 (*Matched Pair Designations and Notices*) is the same Clearing Member; and

(ii) such Clearing Member is required to make a payment or delivery pursuant to the terms of one of the Cleared Transactions forming part of such Matched Pair as designate of LCH SA,

such payment or delivery shall be deemed to have been made upon such Clearing Member giving notice to LCH SA in accordance with Section 7.1 (*General Rules relating to Notices*) that such payment or delivery should be deemed to have been made for the purposes of such Cleared Transaction.

8.7 **Notices**

In relation to each Matched Pair:

(a) where Matched Buyer validly delivers or serves any notice to Matched Seller as designee of LCH SA in accordance with the terms of a relevant Matched Buyer Contract, such notice shall additionally be effective as a notice given by such

Matched Buyer as designee of LCH SA to Matched Seller for the purposes of the relevant Matched Seller Contract; and

(b) where Matched Seller validly delivers or serves any notice to Matched Buyer as designee of LCH SA in accordance with the terms of a relevant Matched Seller Contract, such notice shall additionally be effective as a notice given by such Matched Seller as designee of LCH SA to Matched Buyer for the purposes of the relevant Matched Buyer Contract.

9. SELF-REFERENCING TRANSACTIONS

9.1 Occurrence of Clearing Member Self Referencing Transaction

(a) **Duty to notify**

In respect of a Single Name Cleared Transaction that is registered in the House Account Structure of a Clearing Member, the relevant Clearing Member shall, unless prohibited from so doing by applicable law or its internal policies, notify LCH SA as soon as reasonably practicable if:

(i) such Clearing Member is or consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Reference Entity in relation to such Single Name Cleared Transaction, or enters into any agreement in respect of any of the foregoing;

(ii) such Clearing Member and the Reference Entity in relation to such Single Name Cleared Transaction are or become Affiliates; or

(iii) in respect of a Restructuring Cleared Transaction, such Clearing Member is or becomes the Reference Entity in relation to such Restructuring Cleared Transaction as a result of the occurrence of the relevant Restructuring Credit Event.

(b) **Auction of Affected Transactions**

Following receipt of any such notification or occurrence of a Clearing Member Self Referencing Transaction due to a registration of Transfer Positions under Clause 6 of the CDS Default Management Process or a transfer of Client Cleared Transactions to the House Trade Account under TITLE V, Chapter 4 or TITLE VI, Chapter 4 of the CDS Clearing Rule Book, LCH SA will, unless otherwise agreed in consultation with the CDS Default Management Group and the affected Clearing Member, and with the assistance of the CDS Default Management Group, conduct an auction process to liquidate the relevant Single Name Cleared Transaction and enter into an equivalent Single Name Cleared Transaction with a Clearing Member other than the affected Clearing Member.

(c) **Alternative Action**

If LCH SA, after consultation with the CDS Default Management Group and the affected Clearing Member, believes that the circumstances are such that an auction may be inappropriate, LCH SA may take such other action in consultation with the Risk Committee as it considers reasonably necessary to achieve its primary aim in these circumstances of addressing the risks resulting from a Clearing Member being party to a Self Referencing Transaction where the Reference Entity is that Clearing Member, while endeavouring, as far as is reasonably practicable in the circumstances without prejudicing the achievement of the primary aim, to avoid materially and adversely affecting the relevant Clearing Member.

(d) **Compression of Affected Transactions prior to Auction**

Prior to determining the Single Name Cleared Transactions to be subject to any auction pursuant to paragraph (b) above, where the affected Clearing Member acts as CDS Buyer and CDS Seller in respect of fungible Single Name Cleared Transactions, LCH SA shall, in consultation with the CDS Default Management Committee as to the transaction sizes of resulting Single Name Cleared Transactions to be auctioned, compress such Single Name Cleared Transactions up to the extent that, following such compression, Single Name Cleared Transactions representing in aggregate the Open Position of the affected Clearing Member in respect of such fungible Single Name Cleared Transactions are recognised.

For these purposes, LCH SA will provide the affected Clearing Member with a report detailing the Single Name Cleared Transactions to be subject to such compression.

The affected Clearing Member will be deemed to have submitted a request to LCH SA prior to 5.00 p.m. on the day on which LCH SA carries out the compression for ad hoc compression of such Single Name Cleared Transactions in accordance with Section 5 of the Procedures and such compression shall be carried out in accordance with Section 5 of the Procedures on the basis of such deemed request for ad hoc compression.

(e) **Auction Terms**

LCH SA shall determine the timing and other particular characteristics of each such auction in consultation with the CDS Default Management Committee, including determining the size of the bid/offer spread and/or of the Single Name Cleared Transactions to be auctioned, whether one or more such auctions are to be held and the timing and structure of such auctions (including the frequency at which firm bid and firm offer quotations will be requested and the transaction size (that is, the Floating Rate Payer Calculation Amount)).

Clearing Members (excluding the affected Clearing Member) may be requested, and will not be required, to submit actionable quotations in such an auction.

(f) **Creation of New Transactions and Termination of Existing Transactions**

LCH SA will enter into Single Name Cleared Transactions with Clearing Members, other than the affected Clearing Member, in the amount and at the prices determined pursuant to such auction.

At the time of entering into such Single Name Cleared Transactions, the corresponding Single Name Cleared Transactions of the affected Clearing Member shall be terminated by reference to the prices at which LCH SA enters into such new Single Name Cleared Transactions.

The affected Clearing Member, LCH SA and the other Clearing Members, as applicable, shall submit such information as is required in accordance with the DTCC Rules so as to reflect the terms of any reduction to, termination of or entry into of any Single Name Cleared Transaction as a result of any such auction(s).

(g) **Costs of LCH SA**

The affected Clearing Member will bear the cost of the associated bid/offer spread and any reasonable out-of-pocket costs and expenses of LCH SA in connection with such auction(s) and its entering into such new Single Name Cleared Transactions.

(h) **LCH SA to determine Amounts Owed and Payable**

Amounts owed by the affected Clearing Member to, or receivable by it from, LCH SA in connection with any such auction shall be determined by LCH SA.

In addition, any amounts payable (and the dates of settlement with respect thereto) relating to any Single Name Cleared Transactions created, reduced or terminated pursuant to any such auction shall be determined by LCH SA.

9.2 **Occurrence of Client Self Referencing Transactions**

(a) **Notification**

In respect of a Single Name Cleared Transaction registered in the Client Account Structure of a Clearing Member, the relevant Clearing Member, as applicable, shall, unless prohibited from so doing by applicable law or its internal policies, notify LCH SA as soon as reasonably practicable if it receives a notice from the Client that:

(i) the Client is or has consolidated or amalgamated with, or merged into, or has transferred all or substantially all of its assets to, the Reference Entity in relation to such Single Name Cleared Transaction or entered into any agreement in respect of any of the foregoing;

(ii) the Client and the Reference Entity in relation to such Single Name Cleared Transaction are or have become Affiliates; or

(iii) in respect of a Restructuring Cleared Transaction, the Client is or has become the Reference Entity in relation to such Restructuring Cleared Transaction as a result of the occurrence of the relevant Restructuring Credit Event.

(b) **Auction Process**

Following the giving of any such notification:

(i) LCH SA will, unless otherwise agreed in consultation with the CDS Default Management Group and the relevant Clearing Member, conduct an auction process in consultation with the CDS Default Management Group and the relevant Clearing Member, to liquidate the relevant Single Name Cleared Transaction and enter into an equivalent Single Name Cleared Transaction with another Clearing Member; and

(ii) the provisions of Section 9.1. (*Occurrence of Clearing Member Self Referencing Transaction*) will apply *mutatis mutandis*, provided that:

(A) Section 9.1(a) (*Duty to Notify*) and 9.1(b) (*Auction of Affected Transactions)* shall not apply*;*

(B) Section 9.1(d) (*Compression of Affected Transactions prior to Auction*) is amended by deleting the words "to paragraph (b) above" and replacing them with the words "as a result of Section 9.2 (*Occurrence of Client Self Referencing Transactions)*";

(C) Section 9.1(d) (*Compression of Affected Transactions prior to Auction*) is amended in the case of CCM Clients only by inserting the words "that have a corresponding CCM Client Transaction with the affected CCM Client" immediately after the words "in respect of fungible Single Name Cleared Transactions";

(D) Section 9.1(e) (*Auction Terms*) is amended by deleting the words "(excluding the affected Clearing Member)" in the final paragraph thereof;

(E) Section 9.1(f) (*Creation of New Transactions and Termination of Existing Transactions*) is amended by deleting the words "other than the affected Clearing Member" in the first paragraph thereof; and

(F) Each reference to "affected Clearing Member" in Section 9.1 (*Occurrence of Clearing Member Self Referencing Transaction)* is deleted and replaced with a reference to "relevant Clearing Member".

(c) **Costs of LCH SA**

The cost of the associated bid/offer spread and any reasonable out-of-pocket costs and expenses of LCH SA in connection with such auction(s) or any alternative action

shall be allocated to the CCM Client Collateral Account or the FCM Client Collateral Account as applicable.

10. MANDATORY PROVISIONS FOR CCM CLIENT TRANSACTIONS

In Appendix XIII, certain provisions are set-out (the "**Mandatory Provisions**") for incorporation into a CCM Client Transaction between a CCM and its CCM Client that corresponds to a CCM Client Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client. The CDS Clearing Supplement and these Mandatory Provisions have been drafted so as to complement each other.

LCH SA shall not be responsible for any loss suffered or expense incurred by a CCM or any CCM Client as a result of the inclusion or non-inclusion of the Mandatory Provisions in the CCM Client Transaction Documents.

11. AMENDMENTS

LCH SA may amend the provisions of this CDS Clearing Supplement (including, without limitation, the Mandatory Provisions) from time to time so as to comply with any legal or regulatory developments or any recommendations adopted by the industry in respect of CDS or Cleared Transactions or CCM Client Transactions, as applicable, or so as to reflect any technological advancements, in each case in accordance with the provisions of Section 1.2.2 (*Modification*) of Chapter 2 (*General Provisions*) of the CDS Clearing Rule Book.

12. FORMS OF NOTICES

A form of Credit Event Notice, Notice to Exercise Movement Option, Notice of Physical Settlement, NOPS Amendment Notice, Asset Package Notice, notice to exercise alternative delivery procedure pursuant to Section 6.7 (*Alternative Delivery Procedure*), notice to fallback to Cash Settlement in respect of Non-Deliverable Obligations pursuant to Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*), Physical Settlement Confirmation, No Physical Settlement Confirmation, notice of Clearing Member Communications Failure Event and where no longer subject to a Clearing Member Communications Failure Event, in each case pursuant to Section 7.6 (*Clearing Member Communications Failure Event*), notice of dispute relating to any Matched Pair as contemplated by Section 7.11 (*Dispute as to Notices*) and notice relating to Self-Referencing Transactions as contemplated by Section 9 (*Self-Referencing Transactions*) is set out in Appendix I, II, III, IVA, IVB, V, VI, VII, VIII, IX, X, XI and XII respectively hereto.

Any of the above referenced notices shall be delivered in substantially the form appended hereto, provided, for the avoidance of doubt, that such notices may refer to multiple transactions and may have certain firm-specific variations.

For the avoidance of doubt, the above referenced notices shall be governed by and construed in accordance with English law.

13. EXCLUSION OF LIABILITY

Without prejudice to the provisions of Article 1.2.10.3 of the CDS Clearing Rule Book:

(a) **No liability for Failure of Designee to perform in respect of Matched Pair**

Without prejudice to its obligations under or in respect of a Cleared Transaction, LCH SA shall not be liable for any loss or cost arising out of any failure of any Clearing Member comprised in a Matched Pair to perform its obligations as designee of LCH SA against a related Matched Buyer or Matched Seller, as applicable.

(b) **No liability for Fault of Third Party or Force Majeure**

LCH SA shall have no liability to any person where Restructuring Cleared Transactions are not or are improperly created, Restructuring Cleared Transactions are not or are improperly terminated or the Movement Option process is not or is improperly implemented, in each case for the purposes of the DTCC Rules, because of a third party's fault or a force majeure event. In particular, LCH SA shall not incur any liability arising as a result of any action or omission of DTCC.

(c) **No Obligation to verify Notices received**

LCH SA shall have no responsibility to verify the contents of any notice received by it from any Clearing Member under the terms of any Cleared Transaction.

14. DISPUTE RESOLUTION

For the avoidance of doubt, all Disputes shall be referred to and finally resolved by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures.

15. GOVERNING LAW

For the avoidance of doubt, the governing law applicable to this CDS Clearing Supplement (excluding the Mandatory Provisions to the extent that such terms are incorporated by reference in the CCM Client Transaction Documents entered into between a CCM and its CCM Client in respect of a CCM Client Transaction), the 2014 ISDA Credit Derivatives Definitions and any Cleared Transactions (and any related definitions or Clearing Notices issued in respect of the CDS Clearing Supplement, the 2014 ISDA Credit Derivatives Definitions or any Cleared Transactions) and any non-contractual obligations arising out of, relating to or having any connection with them shall be as set out in Section 1.2.14 (*Governing Law*) of the CDS Clearing Rule Book.

APPENDIX I: FORM OF CREDIT EVENT NOTICE

To: [*Restructuring Matched Pair Counterparty Address and Contact Information*]

[To/Copy to:]

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

CREDIT EVENT NOTICE:

Credit Derivative Transaction Details: As set out in the Schedule hereto[2].

Reference is made to the Credit Derivative Transaction[s] described in the Schedule hereto (the **Transaction[s]**). Capitalised terms used and not otherwise defined in this letter shall have the meanings given them in the confirmation of the relevant Transaction.

This letter is our Credit Event Notice to you that a [*insert type*] Credit Event occurred with respect to [*insert name of Reference Entity*] on or about [*insert date*], when [*describe Credit Event*].

Nothing in this letter shall be construed of a waiver of any rights we may have with respect to the Transaction.

Sincerely

[*Clearing Member*]

_____

Name:

Title:

[2] A single Credit Event Notice may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Credit Derivative Transaction Details

[*Clearing Member*] acting as Seller/Buyer	**Restructuring Matched Pair ID**	**Trade ID**	**Reference Entity**	**Trade Date**	**Effective Date**	**Exercise Amount[3]**
[Seller] [Buyer]	[●]	[●]	[●]	[●]	[●]	[●]

[3] Where different to the outstanding Floating Rate Payer Calculation Amount

APPENDIX II: FORM OF NOTICE TO EXERCISE MOVEMENT OPTION

To: [*Restructuring Matched Pair Counterparty Address and Contact Information*]

[To/Copy to:]

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Dear Sir/Madam

Notice to Exercise Movement Option

Credit Derivative Transaction Details: As set out in the Schedule hereto[4].

Reference is made to: (a) the Credit Derivative Transaction[s] described in the Schedule hereto (the **Transaction[s]**) between [ ], as Seller, and [ ], as Buyer; (b) the Credit Event Notice dated insert date], previously delivered to you on [insert date]; and (c) the occurrence of the No Auction Announcement Date on [insert date] pursuant to Section 6.11(b) or Section 6.11(c)(ii) of the 2014 ISDA Credit Derivatives Definitions (the **Definitions**).

This letter constitutes a Notice to Exercise Movement Option. Any capitalised term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the confirmation of the relevant Transaction or, if no meaning is specified therein, in the Definitions.

We hereby exercise the Movement Option, confirm that each Transaction will be settled in accordance with the relevant Credit Derivatives Auction Settlement Terms specified in the column entitled "Auction Settlement Terms" corresponding to such Transaction in the Schedule hereto and require performance by you in accordance therewith.

Yours faithfully,

[*Matched Buyer/Matched Seller*]

_____

Name:

Title:

[4] A single Notice to Exercise Movement Option may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Credit Derivative Transaction Details

Restructuring Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date	Auction Settlement Terms
[●]	[●]	[●]	[●]	[●]	[●]

APPENDIX III: FORM OF NOTICE OF PHYSICAL SETTLEMENT

To: *Settlement Matched Pair Matched Seller Address and Contact Information*

Copy to:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Notice of Physical Settlement

Credit Derivative Transaction Details: As set out in the Schedule hereto[5].

Reference is made to: (a) the Credit Derivative Transaction[s] described in the Schedule hereto (the **Transaction[s]**) between [ ], as Seller, and [ ], as Buyer. Reference is also made to the Credit Event Notice [and Notice of Publicly Available Information] dated [*insert date*], previously delivered to you on [*insert date*].

This letter constitutes a Notice of Physical Settlement. Any capitalised term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the confirmation of the relevant Transaction (the **Relevant Confirmation**) or, if no meaning is specified therein, in the 2014 ISDA Credit Derivatives Definitions (the **Definitions**).

We hereby confirm that we will settle the Transaction[s] and require performance by you in accordance with the provisions of the Relevant Confirmation and the Definitions relating to Physical Settlement. Subject to the terms of the relevant Transaction, we will Deliver to you on or before the Physical Settlement Date, an amount of the Deliverable Obligation(s) described in the column entitled "Deliverable Obligation(s)" in the Schedule hereto, corresponding to such Transaction:

Yours faithfully,

[*Matched Buyer*]

_____

Name:

Title:

[5] A single Notice of Physical Settlement may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Credit Derivative Transaction Details

Settlement Matched Pair ID	**Trade ID**	**Reference Entity**	**Trade Date**	**Effective Date**	**Deliverable Obligation(s)**[6]
[●]	[●]	[●]	[●]	[●]	[Currency][Due and Payable Amount]][●]

[6] Describe the Deliverable Obligation(s) to be Delivered, including the currency and outstanding principal balance or Due and Payable Amount for each such Deliverable Obligation and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Deliverable Obligation)

APPENDIX IVA: FORM OF NOPS AMENDMENT NOTICE

To: *Settlement Matched Pair Matched Seller Address and Contact Information*

Copy to:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Settlement Matched Pair ID: [●]

Trade ID: [●]

NOPS Amendment Notice

Credit Derivative Transaction Details: [Trade Date], [Effective Date], [Reference Entity]

Reference is made to the Credit Derivative Transaction described above (the **Transaction**) between [ ], as Seller, and [ ], as Buyer. Reference is also made to the Notice of Physical Settlement] NOPS Amendment Notice] dated [*insert date*], previously delivered to you on [*insert date*] dated [*insert date*].

This letter constitutes a NOPS Amendment Notice. Any capitalised term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the Confirmation of the Transaction or, if no meaning is specified therein, in the CDS Clearing Supplement.

We hereby notify you that we are replacing the following Deliverable Obligation(s) specified in the Notice of Physical Settlement] NOPS Amendment Notice] specified above with the following Replacement Deliverable Obligation(s):

[*describe the Deliverable Obligation(s) to be replaced, including the Replaced Deliverable Obligation Amount for each such Deliverable Obligation and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Deliverable Obligation) and the Replacement Deliverable Obligation(s) for each Replaced Deliverable Obligation Amount so specified and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Replacement Deliverable Obligation)*].

Yours faithfully,

[*Matched Buyer*]

_____

Name:

Title:

APPENDIX IVB: FORM OF ASSET PACKAGE NOTICE

To: *Settlement Matched Pair Matched Seller Address and Contact Information*

Copy to:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Settlement Matched Pair ID: [●]

Trade ID: [●]

Asset Package Notice

Credit Derivative Transaction Details: [Trade Date], [Effective Date], [Reference Entity]

Reference is made to the Credit Derivative Transaction described above (the **Transaction**) between [ ], as Seller, and [ ], as Buyer. Reference is also made to the Notice of Physical Settlement] [NOPS Amendment Notice] dated [*insert date*], previously delivered to you on [*insert date*] dated [*insert date*].

This letter constitutes an Asset Package Notice. Any capitalised term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the Confirmation of the Transaction or, if no meaning is specified therein, in the CDS Clearing Supplement.

We hereby notify you that our obligation to Deliver the following Deliverable Obligation(s) specified in the Notice of Physical Settlement] NOPS Amendment Notice] specified above shall be satisfied by Delivery of the following Asset Package:

[*describe the Deliverable Obligation(s) to which the Asset Package relates, including the Deliverable Obligation Amount for each such Deliverable Obligation and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Deliverable Obligation) and the Assets comprising the Asset Package for each such Deliverable Obligation(s) and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Asset, if applicable)*].

Yours faithfully,

[*Matched Buyer*]

_____

Name:

Title:

APPENDIX V: FORM OF NOTICE TO EXERCISE ALTERNATIVE DELIVERY PROCEDURE PURSUANT TO SECTION 6.7 (*ALTERNATIVE DELIVERY PROCEDURE*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Dear Sir/Madam

Notice to Exercise Alternative Delivery Procedure[7]

Reference is made to: the Settlement Matched Pairs described in the Schedule hereto, being the Settlement Matched Pairs to which this notice relates and Section 6.7 (*Alternative Delivery Procedure*) of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

The Settlement Matched Pair Delivery Amount relating to each Settlement Matched Pair is that amount specified in the column entitled "Settlement Matched Pair Delivery Amount" in the Schedule hereto, corresponding to such Settlement Matched Pair.

In respect of each Settlement Matched Pair and in accordance with Section 6.7 (*Alternative Delivery Procedure*) we hereby elect to exercise our rights against and perform obligations to you in accordance with the alternative delivery procedure in relation to such percentage and amount of the Settlement Matched Pair Delivery Amount as set out in the column entitled "Percentage and Amount of Settlement Matched Pair Delivery Amount" in the Schedule hereto corresponding to such Settlement Matched Pair.

This notice may be executed in any number of counterparts which together shall constitute one notice.

By countersigning this notice, you are deemed to have given your consent to the above in satisfaction of the requirement to obtain your consent contained in Section 6.7 (*Alternative Delivery Procedure*) of the CDS Clearing Supplement.

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer/ Matched Seller*]

[7] A single Notice to Exercise Alternative Delivery Procedure may be submitted for multiple trades in respect of the same Counterparty

_____

Name:

Title:

Countersigned by LCH SA

_____

Name:

Title:

SCHEDULE

Credit Derivative Transaction Details

Settlement Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date	Settlement Matched Pair Delivery Amount	Percentage and amount of Settlement Matched Pair Delivery Amount
[●]	[●]	[●]	[●]	[●]	[●]	[●]

APPENDIX VI: FORM OF NOTICE OF FALLBACK TO CASH SETTLEMENT OF NON-DELIVERABLE OBLIGATIONS PURSUANT TO SECTION 6.12 (*FALLBACK TO CASH SETTLEMENT IN RESPECT OF NON-DELIVERABLE OBLIGATIONS*)

To: *Settlement Matched Pair Matched Seller Address and Contact Information*

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

Settlement Matched Pair ID: [●]

Trade ID: [●]

Dear Sir/Madam

Notice of fallback to Cash Settlement in respect of Non-Deliverable Obligations pursuant to Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) of the CDS Clearing Supplement

Reference is made to Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) of the CDS Clearing Supplement and [*insert details of the relevant Settlement Matched Pair(s)*], being the Settlement Matched Pair[s] to which this notice relates and to the [Notice of Physical Settlement][NOPS Amendment Notice] previously delivered to you on [*insert date*] dated [*insert date*]. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 6.12 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) of the CDS Clearing Supplement we hereby notify you we are not permitted to Deliver the Deliverable Obligations specified below (such Deliverable Obligations, the **Non-Deliverable Obligations**) as specified in the [Notice of Physical Settlement][NOPS Amendment Notice] specified above for the following reasons:

[*Insert details of the relevant Non-Deliverable Obligations and reasonable detail of the relevant circumstances, as described paragraphs (a)(i) and (a)(ii) of Section 6.12 of the CDS Clearing Supplement*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]

_____

Name:

Title:

APPENDIX VII: FORM OF PHYSICAL SETTLEMENT CONFIRMATION AS CONTEMPLATED BY SECTION 6.19 (*MISCELLANEOUS PROVISIONS RELATING TO PHYSICAL SETTLEMENT*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[Contact details]

[*date*]

Dear Sir/Madam

Physical Settlement Confirmation

Reference is made to Section 6.19(b) (*Notification of Completion of Physical Settlement*) of the CDS Clearing Supplement and the Settlement Matched Pair[s] described in the Schedule hereto, being the Settlement Matched Pair[s] to which this notice relates. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 6.19(b) (*Notification of Completion of Physical Settlement*) of the CDS Clearing Supplement, we hereby notify you that we have completed Physical Settlement with respect to such Settlement Matched Pair[s].

This notice is delivered in satisfaction of the requirement in Section 6.19(b) (*Notification of Completion of Physical Settlement*) of the CDS Clearing Supplement to inform you of such completion.

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]/[*Matched Seller*]

_____

Name:

Title:

SCHEDULE

Settlement Matched Pair Details

Settlement Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date
[●]	[●]	[●]	[●]	[●]

APPENDIX VIII: FORM OF NO PHYSICAL SETTLEMENT CONFIRMATION AS CONTEMPLATED BY SECTION 6.19 (*MISCELLANEOUS PROVISIONS RELATING TO PHYSICAL SETTLEMENT*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Settlement Matched Pair ID: [●]

Trade ID: [●]

Dear Sir/Madam

No Physical Settlement Confirmation

Reference is made to Section 6.19(c) (*Notification that Physical Settlement will not occur*) of the CDS Clearing Supplement and the Settlement Matched Pair[s] described in the Schedule hereto, being the Settlement Matched Pair[s] to which this notice relates. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 6.19(c) (*Notification that Physical Settlement will not occur*) of the CDS Clearing Supplement, we hereby notify you that no Notice of Physical Settlement has been delivered within the relevant time period permitted for such delivery in accordance with the terms of the relevant Physically Settled Cleared Transactions and, accordingly, that Physical Settlement will not, under the terms of such Physically Settled Cleared Transactions, occur.

This notice is delivered in satisfaction of the requirement in Section 6.19(c) (*Notification that Physical Settlement will not occur*) of the CDS Clearing Supplement to inform you of such completion.

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]/[*Matched Seller*]

_____

Name:

Title:

SCHEDULE

Settlement Matched Pair Details

Settlement Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date
[●]	[●]	[●]	[●]	[●]

APPENDIX IX: FORM OF NOTICE OF CLEARING MEMBER COMMUNICATIONS FAILURE EVENT PURSUANT TO SECTION 7.6 (*CLEARING MEMBER COMMUNICATIONS FAILURE EVENT*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Dear Sir/Madam

Notice certifying occurrence of a Clearing Member Communications Failure Event

Reference is made to Section 7.6(b) (*Clearing Member to notify LCH SA of Occurrence of Clearing Member Communications Failure Event*) of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 7.6(b) (*Clearing Member to notify LCH SA of Occurrence of Clearing Member Communications Failure Event*) of the CDS Clearing Supplement, notice is hereby given that we are affected by a Clearing Member Communications Failure Event [*insert details of such failure*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Clearing Member*]

_____

Name:

Title:

[*Signed by a senior officer (such as a managing director or equivalent) on behalf of the Clearing Member*]

APPENDIX X: FORM OF NOTICE FOR CEASING TO BE SUBJECT TO A CLEARING MEMBER COMMUNICATIONS FAILURE EVENT PURSUANT TO SECTION 7.6 (*CLEARING MEMBER COMMUNICATIONS FAILURE EVENT*)

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Dear Sir/Madam

Notice that a Clearing Member is no longer subject to Clearing Member Communications Failure Event

Reference is made to Section 7.6(d) (*Notification of Resolution of Clearing Member Communications Failure Event*) of the CDS Clearing Supplement and the notice certifying the occurrence of a Clearing Member Communications Failure Event delivered by us to LCH SA on [●] (the **Notice of Clearing Member Communications Failure Event**). Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 7.6(d) (*Notification of Resolution of Clearing Member Communications Failure Event*) of the CDS Clearing Supplement, notice is hereby given that we are no longer subject to the relevant Clearing Member Communications Failure Event described in the Notice of Clearing Member Communications Failure Event.

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Clearing Member*]

_____

Name:

Title:

APPENDIX XI: FORM OF NOTICE OF DISPUTE RELATING TO ANY MATCHED PAIR

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

[Restructuring][Settlement] Matched Pair ID: [●]

Trade ID: [●]

Dear Sir/Madam

Notice of dispute relating to [*insert details of the relevant Matched Pairs subject to a dispute*]

Reference is made to Section 7.11 (*Disputes as to Notices*) of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 7.11 (*Disputes as to Notices*) of the CDS Clearing Supplement, notice is hereby given of the following dispute(s):

[*insert details of Matched Pair(s) affected and the relevant dispute*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]/[*Matched Seller*]

_____

Name:

Title:

APPENDIX XII: FORM OF NOTICE RELATING TO SELF-REFERENCING TRANSACTIONS

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*date*]

Dear Sir/Madam

Notice relating to Self-Referencing Transactions

Credit Derivative Transaction Details: As set out in the Schedule hereto[8].

Reference is made to the Credit Derivative Transaction[s] described in the Schedule hereto (the **Transaction[s]**) between [●], as Seller and [●], as Buyer and to Section 9.1(a) (*Duty to notify*) of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 9.1(a) (*Duty to notify*) of the CDS Clearing Supplement, notice is hereby given of the following: [*insert details of one or more of the relevant events, as set out in paragraphs (i), (ii) and (iii) of Section 9.1(a)* (*Duty to notify*) *of the CDS Clearing Supplement*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Clearing Member*]

_____

Name:

Title:

[8] A single Credit Event Notice may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Credit Derivative Transaction Details

[Restructuring] Matched Pair ID	Trade ID	Reference Entity	Trade Date	Effective Date
[●]	[●]	[●]	[●]	[●]

APPENDIX XIII: CCM CLIENT TRANSACTION REQUIREMENTS

The following provisions (the "**Mandatory Provisions**") are to be incorporated into a CCM Client Transaction between a CCM and its CCM Client that corresponds to a CCM Client Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client. The terms of the corresponding CCM Client Cleared Transaction will be governed by the CDS Clearing Supplement. The CDS Clearing Supplement and these Mandatory Provisions have been drafted so as to complement each other.

LCH SA shall not be responsible for any loss suffered or expense incurred by a CCM or any CCM Client as a result of the inclusion in the CCM Client Transaction Documents of the requirements set-out in this Appendix XIII.

The Mandatory Provisions, when they are incorporated into any CCM Client Transaction Documents, shall be governed by and construed in accordance with the governing law applicable to such CCM Client Transaction Documents of which they form part, or if different and applicable, in accordance with such CCM Client Transaction Documents, the governing law applicable to transactions entered into under such CCM Client Transaction Documents. The Mandatory Provisions shall be subject to such dispute resolution mechanisms and procedures and such courts or other forum for hearing disputes as are applicable in respect of such CCM Client Transaction Documents of which they form part. Each CCM and its CCM Client to which the Mandatory Provisions apply will waive any right to object to any such choice of law or proceedings on the basis of *forum non conveniens*, that the governing law or forum is not specified on the face of this document or otherwise.

In this Appendix XIII:

"**CCM Client Buyer**" means a CCM Client that is party to a CCM Client Transaction as protection buyer;

"**CCM Client Seller**" means a CCM Client that is party to a CCM Client Transaction as protection seller;

"**CCM Buyer/Matched Seller**" means a CCM that is party to a CCM Client Transaction as protection buyer and to the corresponding CCM Client Cleared Transaction as protection seller; and

"**CCM Seller/Matched Buyer**" means a CCM that is party to a CCM Client Transaction as protection seller and to the corresponding CCM Client Cleared Transaction as protection buyer.

1. ***Defined Terms***

   Terms used in the Mandatory Provisions and not otherwise defined herein or in the 2014 ISDA Credit Derivatives Definitions shall have the meanings given to them in the CDS Clearing Supplement.

2. ***Terms of CCM Client Transactions***

2.1 *2014 ISDA Credit Derivatives Definitions*

The definitions and provisions contained in the 2014 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association (the "**2014 ISDA Credit Derivatives Definitions**"), are incorporated into each CCM Client Transaction.

2.2 *Single Name CCM Client Transactions - Reference Obligation*

With effect from the date on which the CCM Client Cleared Transaction corresponding to a Single Name CCM Client Transaction is registered in the TIW, such Single Name CCM Client Transaction shall be deemed to reference the Standard Reference Obligation, provided that if there is no Standard Reference Obligation, such Single Name CCM Client Transaction shall be deemed to reference the CDSClear Preferred Reference Obligation.

2.3 *Single Name CCM Client Transactions - Updating Physical Settlement Matrix*

With effect from the date on which the CCM Client Cleared Transaction corresponding to a Single Name CCM Client Transaction is registered in the TIW, such Single Name CCM Client Transaction shall be deemed to reference the Relevant Physical Settlement Matrix.

With effect from the close of business on any Matrix Re-versioning Date, any Single Name CCM Client Transaction referencing the Existing Matrix will be deemed to have been amended so as to reference the Revised Matrix.

2.4 *Index Client CCM Transactions - Updating Eligible Index Versions*

Upon the occurrence of a DTCC Re-versioning Date, any Index CCM Client Transaction shall be automatically amended so as to reference the portfolio of Reference Entities specified in the revised version of the index published by the Index Publisher and referenced in the TIW with effect from such DTCC Re-versioning Date.

2.5 *Initial Payment Date*

Notwithstanding anything to the contrary in the 2014 ISDA Credit Derivatives Definitions, if the Initial Payment Date specified in the CCM Client Transaction Documents in respect of any CCM Client Transaction is a date falling after the Clearing Day on which the Cleared Transactions related to such CCM Client Transaction are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book, the Initial Payment Date in respect of such CCM Client Transaction shall be deemed to be the Transaction Business Day immediately following the Clearing Day on which the Cleared Transactions relating to such CCM Client Transaction are created.

3. ***Additional CCM Client Transactions, Compression and Succession Events***

3.1 *Creation of Additional CCM Client Transactions*

Immediately following:

(a) the creation of Matched Pairs by LCH SA pursuant to Section 8.1 (*Creation of Matched Pairs*) of the CDS Clearing Supplement; or

(b) the creation of Resulting Single Name Cleared Transactions pursuant to Section 4.4 (*Re-couponing of Restructuring Cleared Transactions*) of the CDS Clearing Supplement,

if a CCM Client Transaction has been specified to have been split into or replaced by two or more separate CCM Client Transactions in the TIW as a result of the creation of such Matched Pairs or Resulting Single Name Cleared Transactions, such CCM Client Transaction shall be split into or terminated and replaced by two or more (as applicable) corresponding CCM Client Transactions. The Floating Rate Payer Calculation Amount and Fixed Rate of each such CCM Client Transaction shall correspond to the Floating Rate Payer Calculation Amount and Fixed Rate specified in TIW for such CCM Client Transaction. In respect of CCM Client Transactions created as a result of the creation of Resulting Single Name Cleared Transactions, the Trade Date of such new CCM Client Transactions shall be the same as the Trade Date of the equivalent Resulting Single Name Cleared Transactions. Otherwise, each new CCM Client Transaction shall have the same terms as the original CCM Client Transaction.

3.2 *Reversal of Creation of Additional CCM Client Transactions*

If a CCM Client Transaction has been split into two or more CCM Client Transactions pursuant to Mandatory Provision 3.1 (*Creation of Additional CCM Client Transactions*) above and the relevant DC Credit Event Announcement that led to the creation of the Matched Pairs is reversed such that Section 5.5 (*Reversal of DC Credit Event Announcements*) of the CDS Clearing Supplement applies, then, subject to Section 11.1(c)(iii)(B) of the 2014 ISDA Credit Derivatives Definitions, any additional CCM Client Transactions created pursuant to Mandatory Provision 3.1 (*Creation of Additional CCM Client Transactions*) above shall be deemed not to have been created and any Credit Event Notices delivered in connection with such CCM Client Transactions shall be deemed to be ineffective.

3.3 *Compression of CCM Client Transactions*

If two or more CCM Client Transactions are specified in TIW to have been compressed into a single CCM Client Transaction pursuant to Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book, such CCM Client Transactions shall be compressed into a single CCM Client Transaction with a Floating Rate Payer Calculation Amount equal to the aggregate Floating Rate Payer Calculation Amounts of the original CCM Client Transactions.

3.4 *Succession Events and Cleared Transactions*

If LCH SA takes any action with respect to a CCM Client Cleared Transaction pursuant to Section 4.5 (*Succession Events and Cleared Transactions*) of the CDS Clearing Supplement so as to give effect to a Succession Event, such action shall also be deemed to have been taken with respect to the corresponding CCM Client Transaction.

4. ***Notices***

4.1 *Validity of Notices*

Save if and as expressly stated to the contrary in the Mandatory Provisions, any notice delivered by a CCM Client to its CCM in respect of a CCM Client Transaction (including, without limitation, a Credit Event Notice, Notice of Physical Settlement, Notice to Exercise Movement Option or NOPS Amendment Notice) at a time or in a manner in which the CCM would not be permitted to deliver such a notice to LCH SA (or to a relevant Matched Buyer or Matched Seller as designee of LCH SA (as applicable)) in respect of the corresponding CCM Client Cleared Transaction pursuant to the terms of the CDS Clearing Supplement shall be deemed not to have been delivered.

4.2 *Credit Event Notices and NEMOs given via DTCC*

(a) *Credit Event Notices and NEMOs to be given via DTCC*

Credit Event Notices and Notices to Exercise Movement Option shall be delivered by way of the relevant DTCC Notice Facility, save if and as expressly stated to the contrary in the Mandatory Provisions or otherwise agreed between the parties to the CCM Client Transaction. The deemed time of delivery of any such notices shall be as set out in the DTCC Rules from time to time.

(b) *Credit Event Notices and NEMOs delivered in respect of corresponding CCM Client Cleared Transaction*

In respect of a CCM Client Transaction, if:

(i) CCM Seller/Matched Buyer or CCM Buyer/Matched Seller delivers a valid Credit Event Notice or Notice to Exercise Movement Option in respect of the corresponding CCM Client Cleared Transaction by way of the relevant DTCC Notice Facility; or

(ii) a Credit Event Notice or Notice to Exercise Movement Option is deemed to have been delivered in respect of the corresponding CCM Client Cleared Transaction pursuant to Section 7.3(b) (*Credit Event Notices and NEMOs delivered in respect of CCM Client Transaction*) of the CDS Clearing Supplement as a result of the receipt of a valid Credit Event Notice or Notice to Exercise Movement Option (as applicable) by way of the relevant DTCC Notice Facility in respect of the CCM Client Transaction between the other CCM of a Matched Pair and its CCM Client,

and a Credit Event Notice or Notice to Exercise Movement Option (as applicable) has not already been given in respect of such CCM Client Transaction in accordance with Mandatory Provision 4.4 (*Communications Failure Event*) such notice (or deemed notice) shall be deemed also to be a Credit Event Notice or Notice to Exercise Movement Option (as applicable) for the purposes of such CCM Client Transaction.

4.3 *Consequences of DTCC Failure*

If a DTCC Failure Event occurs, from (and including) the DTCC Failure Event Time to (but excluding) the DTCC Resolution Time:

(a) Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*) shall not apply and accordingly Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly (and not via the relevant DTCC Notice Facility);

(b) any notice delivered via the relevant DTCC Notice Facility prior to the DTCC Failure Event Time will be valid and will not be affected by such DTCC Failure Event; and

(c) any notice delivered or purported to be delivered via the relevant DTCC Notice Facility at or following the DTCC Failure Event Time but prior to the DTCC Resolution Time will not be valid and effective.

Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*) shall apply with effect from the DTCC Resolution Time and, accordingly, any notice thereafter delivered or purported to be delivered directly (and not via the relevant DTCC Notice Facility) will not be valid and effective.

4.4 *Communications Failure Event*

(a) *Right to deliver Notices manually following Communications Failure Event*

If a party is affected by a significant communications or information technology failure resulting in it being impossible or impractical for such party to deliver any Credit Event Notice in relation to a Restructuring Credit Event or any Notice to Exercise Movement Option via a relevant DTCC Notice Facility (a "**Communications Failure Event**") it may, notwithstanding Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*), deliver Credit Event Notices and Notices to Exercise Movement Option directly (and not via the relevant DTCC Notice Facility).

Such party shall deliver, together with any Credit Event Notice or Notice to Exercise Movement Option delivered by it directly, a notice signed by a senior officer (such as a managing director or equivalent) of such party certifying that it is affected by a Communications Failure Event (or, if such party is unable to deliver such notice in writing, orally by telephone).

(b) *Notices to party affected by Communications Failure Event*

For the avoidance of doubt, Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*) shall continue to apply in respect of notices given by

the party not affected by the Communications Failure Event to the party affected by the Communications Failure Event.

(c) *Notification of Resolution of Communications Failure Event*

As soon as reasonably practicable upon a party ceasing to be subject to a Communications Failure Event, it shall notify the other party accordingly and thereupon Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*) shall apply and, accordingly, any notice thereafter delivered or purported to be delivered directly (and not via the relevant DTCC Notice Facility) will not be valid and effective.

(d) *Duty to Mitigate*

A party which is subject to a Communications Failure Event shall use reasonable endeavours to mitigate the operational impact on the other party of any Communications Failure Event, to cure such Communications Failure Event as soon as possible and to ensure that the circumstances giving rise to the relevant Communications Failure Event do not recur.

(e) *Breach does not Invalidate Valid Notices*

Without prejudice to any other rights or remedies of the parties, any breach by a party of the provisions of this Mandatory Provision 4.4 shall not cause any Credit Event Notice or Notice to Exercise Movement Option delivered otherwise than in accordance with the terms of the relevant CCM Client Transaction, which would otherwise be valid and effective, to be invalid or ineffective.

4.5 *Uncertain Delivery*

(a) *Manual Notice permitted if Delivery of Notice in DTCC uncertain*

Notwithstanding Mandatory Provision 4.2(a) *(Credit Event Notices and NEMOs to be given via DTCC*), where such notices are permitted to be delivered by means other than the relevant DTCC Notice Facility pursuant to this Mandatory Provision 4 (*Notices*), and a party is uncertain as to whether or not a Credit Event Notice or Notice to Exercise Movement Option (as applicable) it attempted to deliver via a DTCC Notice Facility has:

(i) actually been delivered; or

(ii) was delivered prior to the DTCC Failure Time,

that party shall be entitled to deliver such a notice directly to the other party specifying that such notice is only to be effective to the extent that the other purported notice is not effective.

(b) *Details to be provided of Uncertain Notice*

If a party delivers a manual notice pursuant to Mandatory Provision 4.5(a) (*Manual Notice permitted if Delivery of Notice in DTCC uncertain*) above, such party shall be required to provide (together with such notice) sufficient details of the notice attempted to be given by way of the relevant DTCC Notice Facility so as to allow the other party to identify the communication concerned.

(c) *DTCC Notice delivered successfully*

If the first Credit Event Notice or Notice to Exercise Movement Option (as applicable) to which the manual notice delivered pursuant to Mandatory Provision 4.5(a) (*Manual Notice permitted if Delivery of Notice in DTCC uncertain*) above related was actually delivered successfully, any subsequent Credit Event Notice or Notice to Exercise Movement Option delivered shall be deemed not to have been delivered.

5. ***Determination of Credit Events and Succession Events***

Notwithstanding any provision to the contrary:

(a) the Calculation Agent shall not make any determination in respect of any matter which is or may be subject to resolution under Sections 3.5 (*Successor Resolutions*) or 3.6 (*Substitute Reference Obligation Resolutions*) of the DC Rules; and

(b) neither party shall be entitled to deliver a Successor Notice or a Credit Event Notice (other than Credit Event Notices in relation to a Restructuring Credit Event in accordance with the terms of any Restructuring CCM Client Transaction (including the Mandatory Provisions) and, where applicable, the DTCC Rules).

6. ***Timings for the Delivery of Manual Notices***

The following provisions shall solely be applicable in respect of a CCM Client Transaction between a CCM Client Buyer and its CCM Seller/Matched Buyer:

6.1 *Delivery of Manual Notices by CCM Client Buyer*

For the purposes of the delivery by CCM Client Buyer of any notice in respect of a CCM Client Transaction which is permitted pursuant to the terms of such CCM Client Transaction (including the Mandatory Provisions) to be delivered manually (rather than via the relevant DTCC Notice Facility), Section 1.38 (*Requirements Regarding Notices*) of the 2014 ISDA Credit Derivatives Definitions shall be amended so as to provide that, solely in respect of the final day on which such manual notice could validly be delivered pursuant to the terms of such CCM Client Transaction (including the Mandatory Provisions), any such notice shall be required to be delivered on or prior to 2:00 p.m. (Calculation Agent City time) in order to be effective.

A manual notice (including, without limitation, a Credit Event Notice or a Notice to Exercise Movement Option) delivered after 2:00 p.m. (Calculation Agent City time) on the final day on which such notice could validly be delivered pursuant to the terms of the relevant CCM

Client Transaction (including the Mandatory Provisions) shall be deemed not to have been delivered.

6.2 *Onward Delivery of Certain Notices by CCM Seller/Matched Buyer to Matched Seller*

Any Credit Event Notice, Notice to Exercise Movement Option, Physical Settlement Notice, NOPS Amendment Notice, any notice given pursuant to Section 8.2 (*Notice of Physical Settlement*) of the 2014 ISDA Credit Derivatives Definitions in respect of any Asset or Asset Package, any notice given pursuant to Section 9.7 (*Buy-in of Bonds Not Delivered)* of the 2014 ISDA Credit Derivatives Definitions or any notice given pursuant to Section 9.8 (*Alternative Procedures Relating to Loans Not Delivered)* of the 2014 ISDA Credit Derivatives Definitions which is permitted to be and is delivered manually by CCM Client Buyer to CCM Seller/Matched Buyer in respect of and pursuant to the terms of a CCM Client Transaction (including the Mandatory Provisions) shall not be effective unless and until CCM Seller/Matched Buyer effectively delivers the relevant equivalent notice to the relevant Matched Seller in respect of and pursuant to the terms of the corresponding Restructuring Cleared Transaction or Physically Settled Cleared Transaction, as applicable.

CCM Seller/Matched Buyer undertakes to deliver such a notice to the relevant Matched Seller within two hours of its receipt of the equivalent notice from CCM Client Buyer if such notice is received between 9:00 a.m. (Calculation Agent City time) and 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day. Any such notice received by CCM Seller/Matched Buyer after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day. Any such notice received by CCM Seller/Matched Buyer before 9:00 a.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on such Calculation Agent City Business Day. Any such notice delivered on a day that is not a Calculation Agent City Business Day shall be deemed to have been delivered at 9.00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day.

The following provision shall solely be applicable in respect of a CCM Client Transaction between a CCM Client Seller and its CCM Buyer/Matched Seller:

6.3 *Receipt of Certain Notices by CCM Buyer/Matched Seller deemed to be Receipt by CCM Client Seller*

Any Credit Event Notice, Notice to Exercise Movement Option, Physical Settlement Notice NOPS Amendment Notice, any notice given pursuant to Section 8.2 (*Notice of Physical Settlement*) of the 2014 ISDA Credit Derivatives Definitions in respect of any Asset or Asset Package, any notice given pursuant to Section 9.7 (*Buy-in of Bonds Not Delivered)* of the 2014 ISDA Credit Derivatives Definitions or any notice given pursuant to Section 9.8 (*Alternative Procedures Relating to Loans Not Delivered)* of the 2014 ISDA Credit Derivatives Definitions which is permitted to be and is delivered manually by the relevant Matched Buyer to CCM Buyer/Matched Seller in respect of and pursuant to the terms of a Restructuring Cleared Transaction or Physically Settled Cleared Transaction (as applicable) relating to a CCM Client Transaction between such CCM Buyer/Matched Seller and CCM

Client shall be deemed to constitute simultaneous delivery by CCM Buyer/Matched Seller to CCM Client Seller of such notice in respect of such CCM Client Transaction.

CCM Buyer/Matched Seller undertakes to deliver such a notice to CCM Client Seller within two hours of its receipt of the equivalent notice from the relevant Matched Buyer if such notice is received between 9:00 a.m. (Calculation Agent City time) and 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day. Any such notice received by CCM Buyer/Matched Seller after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day. Any such notice received by CCM Buyer/Matched Seller before 9:00 a.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on such Calculation Agent City Business Day. Any such notice delivered on a day that is not a Calculation Agent City Business Day shall be deemed to have been delivered at 9.00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day.

7. ***Physical Settlement***

7.1 *Fallback to Cash Settlement resulting from corresponding CCM Client Cleared Transaction*

If a CCM notifies its CCM Client that the Physically Settled Cleared Transaction corresponding to their CCM Client Transaction is to be settled (in whole or in part) by Cash Settlement pursuant to Section 6 (*Physical Settlement*) of the CDS Clearing Supplement and such CCM Client Transaction has not already been settled by Physical Settlement, such CCM Client Transaction shall also be settled (in whole or in part, as applicable) by Cash Settlement and the Cash Settlement Amount and the Cash Settlement Date shall be the same as the Cash Settlement Amount and the Cash Settlement Date determined in respect of the corresponding Physically Settled Cleared Transaction.

In respect of the CCM Client Transaction between CCM Client Buyer and CCM Seller/Matched Buyer, if CCM Client Buyer has already Delivered the Deliverable Obligations to CCM Seller/Matched Buyer, CCM Seller/Matched Buyer shall redeliver equivalent Deliverable Obligations to CCM Client Buyer in whole (if Cash Settlement applies) or in part (if Partial Cash Settlement applies in which case CCM Seller/Matched Buyer shall retain a proportion of the Deliverable Obligations equal to the proportion of the Transaction to be settled by Physical Settlement).

7.2 *Fallback to Cash Settlement in respect of Non-Deliverable Obligations*

If, in respect of a CCM Client Transaction, Buyer is not permitted to Deliver one or more Deliverable Obligations (such Deliverable Obligations, the Non-Deliverable Obligations) specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice to Seller because:

(i) the amount of such Deliverable Obligation is less than the relevant minimum denomination of such Deliverable Obligation; or

(ii) Seller is not a permitted transferee under such Deliverable Obligation (and, in the case of this sub-section (ii), such circumstance would not constitute an illegality or impossibility outside the control of a relevant party for the purposes of Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions),

then it shall notify Seller accordingly describing in reasonable detail the relevant circumstances.

With effect from such notification, such occurrence shall be treated, in relation to such CCM Client Transaction, as an illegality or impossibility outside the control of a relevant party for the purpose of Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions and "Cash Settlement" pursuant to the Partial Cash Settlement Terms shall be deemed to apply to such CCM Client Transaction with respect to the Non-Deliverable Obligations as though the Non-Deliverable Obligations were Undeliverable Obligations and the provisions set out in Mandatory Provision 7.3 (*Consequences of Cash Settlement*) below shall apply.

7.3 *Consequences of Cash Settlement*

If the circumstances set out in either Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions or Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) apply to a CCM Client Transaction, then:

(a) the Latest Permissible Physical Settlement Date in respect of such CCM Client Transaction will be deemed to be the first date on which the relevant Buyer or Seller effectively gave the relevant notice to the other pursuant to either Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions or Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) above, as applicable, (and for these purposes, Section 9.5 (*Latest Permissible Physical Settlement Date*) of the 2014 ISDA Credit Derivatives Definitions shall not apply); and

(b) where sub-paragraph (ii) of Mandatory Provision 7.2 (*Fallback to Cash Settlement in respect of Non-Deliverable Obligations*) applies, Indicative Quotations shall not be applicable.

7.4 *Asset Package Delivery*

If Asset Package Delivery is applicable in respect of a Physically Settled Cleared Transaction and an Asset to be delivered is a Non-Transferable Instrument or Non-Financial Instrument, then the Asset shall be deemed to be an amount of cash equal to the value determined by the CDSClear Product Committee (which, notwithstanding anything to the contrary shall be the "Calculation Agent" for the purposes of Section 8.15 (*Asset Market Value*) of the 2014 IDSA Credit Derivatives Definitions).

If a CCM notifies its CCM Client that Asset Package Delivery is applicable in respect of the Physically Settled Cleared Transaction corresponding to their CCM Client Transaction and

such CCM Client Transaction has not already been settled by Physical Settlement and the relevant Asset Package comprises Assets in the form of cash in the Settlement Currency (whether pursuant to Section 8.12(b)(v) of the 2014 ISDA Credit Derivatives Definitions or otherwise) then Asset Package Delivery shall also apply in respect of such CCM Client Transaction and

(i) the Physical Settlement Amount in respect of such CCM Client Transaction shall be an amount equal to the Physical Settlement Amount minus the Asset Package Cash Settlement Amount determined in respect of the corresponding Physically Settled Cleared Transaction; and

(ii) the only Assets to be Delivered in respect of such CCM Client Transaction shall be such Assets as are Delivered in respect of the corresponding Physically Settled Cleared Transaction.

The following provisions shall solely be applicable in respect of a CCM Client Transaction between a CCM Client Buyer and its CCM Seller/Matched Buyer:

7.5 *Delivery of Deliverable Obligations by CCM Client Buyer to CCM Seller/Matched Buyer*

This Mandatory Provision 7.5 shall be applicable unless the CCM Client Buyer and CCM Seller/Matched Buyer agree that it shall not apply in respect of a specific CCM Client Transaction.

In respect of a CCM Client Transaction, the Delivery of any Deliverable Obligations (or if Asset Package Delivery is applicable, the Assets) to be Delivered by CCM Client Buyer to CCM Seller/Matched Buyer shall be deemed not to have occurred for the purposes of such CCM Client Transaction unless and until CCM Seller/Matched Buyer Delivers equivalent Deliverable Obligations or Assets to Matched Seller pursuant to the Physical Settlement of the corresponding Physically Settled Cleared Transaction.

Unless in respect of the corresponding Physically Settled Cleared Transactions:

(a) Cash Settlement is applicable (in whole or in part);

(b) a Buy-in Period is applicable or Buy-in Price has been determined pursuant to Section 9.7 (*Buy-in of Bonds Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions;

(c) a Deemed Buy-in Period is applicable pursuant to Section 6.8(b)(i) of the CDS Clearing Supplement or Section 6.8(b)(ii) of the CDS Clearing Supplement is applicable;

(d) Section 9.8(i) of the 2014 ISDA Credit Derivatives Definitions is applicable or Matched Seller has required Matched Buyer to Deliver a Bond or Loan pursuant to Section 9.8(ii) of the 2014 ISDA Credit Derivatives Definitions; or

(e) Matched Seller has required Matched Buyer to Deliver a Deliverable Obligation pursuant to Section 9.9 (*Alternative Procedures Relating to Assets Not Delivered)* of the 2014 ISDA Credit Derivatives Definitions,

(each such event, a "**Non-delivery Event**"), CCM Seller/Matched Buyer undertakes to Deliver the Deliverable Obligations (or such portion of the Deliverable Obligations not affected by a Non-delivery Event) or, if Asset Package Delivery is applicable, the Assets, to Matched Seller not later than the first Business Day after the day on which a trade in such Deliverable Obligation(s) or Assets would, if effected on the day on which CCM Seller/Matched Buyer received the Deliverable Obligations or Assets from CCM Client Buyer or on which the relevant Non-delivery Event ceased to apply, as applicable, (or if such day is not a Business Day, the following Business Day), be settled in accordance with then current market practice of such Deliverable Obligations or Assets, as the case may be, as determined by the Calculation Agent after consultation with the parties.

For the purposes of Article VIII (*Terms relating to Physical Settlement*) of the 2014 ISDA Credit Derivatives Definitions, the Physical Settlement Amount shall not be payable by CCM Seller/Matched Buyer to CCM Client Buyer in respect of the CCM Client Transaction until the Physical Settlement of the corresponding Physically Settled Cleared Transaction has occurred.

7.6 *Buy-in of Bonds not Applicable*

Section 9.7 (*Buy-in of Bonds Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions shall not apply.

7.7 *Buyer's Right to Deliver suspended during Buy-in Period*

If CCM Seller/Matched Buyer notifies CCM Client Buyer in respect of a CCM Client Transaction that (i) it has received a Buy-in Notice from Matched Seller in respect of the Matched Contracts of the related Settlement Matched Pair or (ii) it has been notified by Matched Seller in respect of the Matched Contracts of the related Settlement Matched Pair pursuant to Section 6.8(b) (*Deemed Buy-in of Bonds resulting from CCM Client Transaction of Matched Seller*) of the CDS Clearing Supplement that such Matched Seller has received a Buy-in Notice from its CCM Client in respect of the CCM Client Transaction between such Matched Seller and its CCM Client, such notice from CCM Seller/Matched Buyer specifying:

i) the Buy-in Date;

ii) the Relevant Bonds; and

iii) the outstanding principal balance thereof sought to be bought-in,

then CCM Client Buyer's right to Deliver the specified Relevant Bonds shall be suspended until the fourth Business Day (inclusive) following such Buy-in Date.

7.8 *Buy-in of Bonds in respect of Matched Contracts of the Settlement Matched Pair*

Provided that Physical Settlement has not already occurred in respect of a CCM Client Transaction, if CCM Seller/Matched Buyer notifies CCM Client Buyer that a Buy-in Price has been (i) determined or (ii) deemed to be determined pursuant to Section 6.8(b) (*Deemed Buy-in of Bonds resulting from CCM Client Transaction of Matched Seller*) of the CDS Clearing Supplement, in respect of Relevant Bonds for the purposes of the Matched Contracts of the related Settlement Matched Pair, then on the Buy-in Effective Date:

i) CCM Client Buyer will be deemed to have Delivered to CCM Seller/Matched Buyer an outstanding principal balance of the Deliverable Obligations equal to the outstanding principal balance of the Deliverable Obligations Delivered or deemed to be Delivered by CCM Seller/Matched Buyer to Matched Seller in respect of the Matched Contracts; and

ii) the Physical Settlement Amount to be paid by CCM Seller/Matched Buyer to CCM Client Buyer in respect of this CCM Client Transaction shall be reduced (but not below zero) by an amount equal to the amount by which the Physical Settlement Amount to be paid to CCM Seller/Matched Buyer by Matched Seller in respect of the Matched Contracts is to be reduced.

CCM Seller/Matched Buyer shall notify CCM Client Buyer of such outstanding principal balance of the Deliverable Obligations and such Physical Settlement Amount reduction for the purposes of i) and ii) above and of the Buy-in Effective Date.

If CCM Client Buyer has already Delivered Deliverable Obligations to CCM Seller/Matched Buyer, CCM Seller/Matched Buyer shall redeliver equivalent Deliverable Obligations to CCM Client Buyer and such equivalent Deliverable Obligations shall have an outstanding principal balance equal to the outstanding principal balance of the Deliverable Obligation(s) specified by CCM Seller/Matched Buyer in the above notice and deemed to have been Delivered by CCM Client Buyer to CCM Seller/Matched Buyer pursuant to this Mandatory Provision 7.8.

7.9 *Alternative Procedures relating to Loans – Seller Right to Select*

Section 9.8(ii) of the 2014 ISDA Credit Derivatives Definitions shall not apply.

7.10 *Alternative Procedures relating to Loans – Seller designates alternative Loan or Bond*

In respect of a CCM Client Transaction, CCM Seller/Matched Buyer shall notify CCM Client Buyer if it has purchased Bond(s) and/or Loan(s) pursuant to Section 9.8(ii) of the 2014 ISDA Credit Derivatives Definitions on the instructions of the Matched Seller in respect of the corresponding CCM Client Cleared Transaction.

Following such notification, such Bond(s) and/or Loan(s) shall be deemed to have been Delivered by CCM Client Buyer to CCM Seller/Matched Buyer in Physical Settlement of the CCM Client Transaction and the Physical Settlement Amount payable by CCM Seller/Matched Buyer to CCM Client Buyer shall be reduced (but not below zero) by an amount equal to the price at which such Bond(s) and or Loan(s) were purchased.

CCM Seller/Matched Buyer shall provide CCM Client Buyer with details of such Bond(s) and/or Loan(s) and the related purchase price(s) in such notice.

If CCM Client Buyer has already Delivered Deliverable Obligations to CCM Seller/Matched Buyer, CCM Seller/Matched Buyer shall redeliver equivalent Deliverable Obligations to CCM Client Buyer and such equivalent Deliverable Obligations shall have an outstanding principal balance equal to the outstanding principal balance of the Bond(s) and/or Loan(s) specified by CCM Seller/Matched Buyer in the above notice and deemed to have been Delivered by CCM Client Buyer to CCM Seller/Matched Buyer pursuant to this Mandatory Provision 7.10.

7.11 *Alternative Procedures relating to Assets Not Delivered*

Section 9.9 (*Alternative Procedures Relating to Assets Not Delivered)* of the 2014 ISDA Credit Derivatives Definitions shall not apply.

7.12 *Alternative Procedures relating to Assets Not Delivered – Seller designates alternative Deliverable Obligation(s)*

In respect of a CCM Client Transaction, CCM Seller/Matched Buyer shall notify CCM Client Buyer if it has purchased one or more Deliverable Obligations pursuant to Section 9.9 (*Alternative Procedures Relating to Assets Not Delivered)* of the 2014 ISDA Credit Derivatives on the instructions of the Matched Seller in respect of the corresponding CCM Client Cleared Transaction.

Following such notification, such Deliverable Obligations shall be deemed to have been Delivered by CCM Client Buyer to CCM Seller/Matched Buyer in Physical Settlement of the CCM Client Transaction and the Physical Settlement Amount payable by CCM Seller/Matched Buyer to CCM Client Buyer shall be reduced (but not below zero) by an amount equal to the price at which such Deliverable Obligations were purchased.

CCM Seller/Matched Buyer shall provide CCM Client Buyer with details of such Deliverable Obligation(s) and the related purchase price(s) in such notice.

If CCM Client Buyer has already Delivered Deliverable Obligations to CCM Seller/Matched Buyer, CCM Seller/Matched Buyer shall redeliver equivalent Deliverable Obligations to CCM Client Buyer and such equivalent Deliverable Obligations shall have an outstanding principal balance equal to the outstanding principal balance of the Deliverable Obligation(s) specified by CCM Seller/Matched Buyer in the above notice and deemed to have been Delivered by CCM Client Buyer to CCM Seller/Matched Buyer pursuant to this Mandatory Provision 7.12.

The following provisions shall solely be applicable in respect of a CCM Client Transaction between CCM Client Seller and CCM Buyer/Matched Seller:

7.13 *Delivery of Deliverable Obligations to CCM Client Seller*

This Mandatory Provision 7.13 shall be applicable unless the CCM Client Seller and CCM Buyer/Matched Seller agree that it shall not apply in respect of a specific CCM Client Transaction.

Subject to the proviso below, in respect of a CCM Client Transaction, the Delivery of any Deliverable Obligations (or if Asset Package Delivery is applicable, the Assets) to be Delivered by CCM Buyer/Matched Seller to CCM Client Seller shall be deemed to have occurred for the purposes of such CCM Client Transaction upon receipt by CCM Buyer/Matched Seller of the Deliverable Obligations or Assets in respect of the Physical Settlement of the related Physically Settled Cleared Transaction; *provided, however, that* if the CCM Client Transaction is to be settled by Cash Settlement (in whole or in part) pursuant to Section 9.1 (*Partial Cash Settlement Due to Impossibility or Illegality*) of the 2014 ISDA Credit Derivatives Definitions or Mandatory Provision 7.2 (*Fallback to Cash*

Settlement in respect of Non-Deliverable Obligations) then such portion of the CCM Client Transaction which is to be settled by Cash Settlement shall not be deemed to be settled until such Cash Settlement occurs.

Provided that Cash Settlement is not applicable, CCM Buyer/Matched Seller undertakes to Deliver the Deliverable Obligations or Assets to CCM Client Seller not later than the first Business Day after the day on which a trade in such Deliverable Obligations or Assets would, if effected on the day on which CCM Buyer/Matched Seller received the Deliverable Obligations or Assets from Matched Buyer (or if such day is not a Business Day, the following Business Day), be settled in accordance with then current market practice of such Deliverable Obligations or Assets, as the case may be, as determined by the Calculation Agent after consultation with the parties.

7.14 *Alternative Procedures relating to Loans – Seller Right to Select*

Section 9.8(ii) of the 2014 ISDA Credit Derivatives Definitions shall not apply.

7.15 *Alternative Procedures relating to Loans in respect of Matched Contracts*

In respect of a CCM Client Transaction, if CCM Buyer/Matched Seller notifies CCM Client Seller that a Bond or Loan has been deemed specified in a NOPS Amendment Notice in respect of the Matched Contracts of the Settlement Matched Pair that corresponds to such CCM Client Transaction pursuant to (i) Sections 9.8(i) or (ii) or (b) of the 2014 ISDA Credit Derivatives Definitions or (ii) Section 6.9 (*Alternative Procedures Relating to Loans Not Delivered – Buyer Right to Deliver*) of the CDS Clearing Supplement, then then for the purposes of the Matched Contracts of the related Settlement Matched Pair such Bond or Loan shall be deemed to have been specified in a NOPS Amendment Notice in respect of such CCM Client Transaction and such NOPS Amendment Notice will be effective notwithstanding the fact that it is deemed specified after the Physical Settlement Date.

7.16 *Alternative Procedures relating to Assets Not Delivered*

Section 9.9 (*Alternative Procedures relating to Assets Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions shall not apply.

7.17 *Alternative Procedures relating to Assets Not Delivered*

In respect of a CCM Client Transaction, if CCM Buyer / Matched Seller notifies CCM Client Seller that a Deliverable Obligation has been deemed specified in a NOPS Amendment Notice in respect of the Material Contracts of the Settlement Pair that corresponds to such CCM Client Transaction pursuant to Section 9.9 (*Alternative Procedures Relating to Assets Not Delivered*) of the 2014 ISDA Credit Derivatives Definitions then for the purposes of the Matched Contracts of the related Settlement Matched Pair such Deliverable Obligation shall be deemed to have been specified in a NOPS Amendment Notice in respect of such CCM Client Transaction and such NOPS Amendment Notice will be effective notwithstanding the fact that it is deemed specified after the Physical Settlement Date.

8. ***Self Referencing Transactions***

8.1 *Section 11.4 (Merger of Reference Entity and Seller) of the 2014 ISDA Credit Derivatives Definitions*

Section 11.4 (*Merger of Reference Entity and Seller*) of the 2014 ISDA Credit Derivatives Definitions shall not apply.

8.2 *Notification of Self Referencing Transactions*

In respect of any Single Name CCM Client Transaction, the CCM Client shall, unless prohibited from so doing by applicable law, notify the CCM as soon as reasonably practicable if:

i) the CCM Client is or consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Reference Entity in relation to such Single Name CCM Client Transaction or enters into any agreement in respect of any of the foregoing;

ii) the CCM Client and the Reference Entity in relation to such Single Name CCM Client Transaction are or become Affiliates; or

iii) in respect of a Restructuring CCM Client Transaction, the CCM Client is or becomes the Reference Entity in relation to such Restructuring CCM Client Transaction as a result of the occurrence of the relevant Restructuring Credit Event.

8.3 *Termination of Self Referencing Transactions*

A CCM Client Transaction shall be terminated (unless it has already been terminated) at the same time as the termination of the corresponding Single Name Cleared Transaction pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*) of the CDS Clearing Supplement and by reference to the price at which such Single Name Cleared Transaction is terminated and an amount will be payable:

(a) if the CCM receives an amount from LCH SA in relation to such Single Name Cleared Transaction pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*), by the CCM to the CCM Client equal to such amount and on the Business Day following receipt by the CCM of such amount from LCH SA; and

(b) if the CCM is obliged to pay an amount to LCH SA in relation to such Single Name Cleared Transaction pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*), by the CCM Client to the CCM equal to such amount and on the later of (I) the Business Day prior to the day on which the CCM is obliged to pay such amount to LCH SA and (II) the Business Day following the Business Day on which the CCM gives notices to the CCM Client of the relevant amount.

8.4 *Costs of Terminating Self Referencing Transactions*

Without prejudice to any other indemnity agreed between the CCM and the CCM Client in relation to CCM Client Transactions, the CCM Client agrees to indemnify and hold harmless

the CCM from and against all costs and expenses that the CCM is obliged to bear pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*) of the CDS Clearing Supplement.

8.5 *Compression of Self Referencing Transactions*

Where the CCM acts as Matched Buyer and Matched Seller in respect of fungible Single Name Cleared Transactions that have a corresponding CCM Client Transaction in respect of which CCM Client has given notice to CCM pursuant to Mandatory Provision 8.2 (*Notification of Self Referencing Transactions*) and the relevant Single Name Cleared Transactions are compressed pursuant to Section 9.2 (*Occurrence of Client Self Referencing Transactions*) of the CDS Clearing Supplement, the CCM Client will be deemed to have submitted to CCM a request to compress the corresponding CCM Client Transactions.

9. ***Calculation Agent***

9.1 *Appointment of Calculation Agent*

The Calculation Agent in respect of any CCM Client Transaction shall be the CCM.

9.2 *Calculations and Determinations of Calculation Agent*

In the event that the Calculation Agent is entitled or required to make any calculation or determination in respect of a CCM Client Transaction in respect of a matter that has already been or will be determined in respect of and pursuant to the terms of the corresponding CCM Client Cleared Transaction, the Calculation Agent in respect of the CCM Client Transaction shall be obliged to make the same calculation or determination in respect of such CCM Client Transaction as the determination in respect of the corresponding CCM Client Cleared Transaction (including, without limitation, any determination of any Cash Settlement Amount payable in respect of the CCM Client Transaction).

10. ***Amendments***

The Mandatory Provisions may be amended from time to time pursuant to Section 11 (*Amendments*) of the CDS Clearing Supplement. The parties agree that any amendments made to the Mandatory Provisions in accordance with Section 11 (*Amendments*) of the CDS Clearing Supplement shall be deemed to apply automatically to the CCM Client Transaction(s) with effect from the date of such amendment to the Mandatory Provisions.

PART C

CDS CLEARING SUPPLEMENT

FOR CREDIT INDEX SWAPTIONS

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1. GENERAL PROVISIONS

1.1 Incorporation of Defined Terms

Capitalised terms used in this CDS Clearing Supplement and not otherwise defined herein shall have the meaning given pursuant to the Index Swaption Cleared Transaction Confirmation, the 2014 ISDA Credit Derivatives Definitions, the 2006 Definitions or the CDS Clearing Rule Book, as applicable. In the case of any such terms defined in the CDS Clearing Rule Book, such terms shall be interpreted in accordance with the governing law specified therefor in the CDS Clearing Rule Book.

1.2 Terms defined in the CDS Clearing Supplement

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

2006 Definitions: The 2006 ISDA Definitions published by ISDA.

2014 ISDA Credit Derivatives Definitions: The 2014 ISDA Credit Derivatives Definitions published by ISDA.

Abandonment Notice: The notice of abandonment given by Swaption Buyer to Swaption Seller in accordance with Section 6.4 (*Abandonment of Exercise Cleared Transactions*).

CCM Client Cleared Transaction: A Cleared Transaction between a CCM and LCH SA registered in a CCM Client Trade Account of a CCM.

CCM Client Transaction: A Transaction between a CCM and a CCM Client which is on the same economic terms as its corresponding CCM Client Cleared Transaction.

CCM Client Transaction Documents: The documentation entered into by a CCM and its CCM Client to document a CCM Client Transaction.

CDS Buyer: The Fixed Rate Payer under the relevant Underlying Index Transaction.

CDSClear Preferred Reference Obligation: This term shall have the meaning set out in Section 4 of the Procedures.

CDSClear Product Committee: A committee composed of representatives of LCH SA and representatives of Clearing Members for the purposes of carrying-out the tasks apportioned to it by the CDS Clearing Documentation as further described in the terms of reference for such committee, agreed in consultation with the Clearing Members and as may be amended from time to time in consultation with the Clearing Members.

CDS Clearing Rule Book: The document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

CDS Seller: The Floating Rate Payer under the relevant Underlying Index Transaction.

CEN Triggering Period: In relation to any M(M)R Restructuring Credit Event, the period during which the parties to the Swaption Restructuring Cleared Transaction of a Swaption

Restructuring Matched Pair may deliver a Credit Event Notice in relation to the relevant M(M)R Restructuring Credit Event, such period starting at 9:00 a.m. on and including the earlier to occur of:

(a) the Relevant City Business Day following publication of the related Final List; and

(b) the fifth calendar day following the No Auction Announcement Date,

and ending on and including the Exercise Cut-off Date applicable to CDS Buyer or CDS Seller (as applicable).

Clearing Member Notice As set out at Section 7.7 (*Clearing Member Notices*).

Clearing Member Notice Deadline: As set out in Section 7.7 (*Clearing Member Notices*).

Compression Cut-off Date: The last date on which a Clearing Member may submit a request for an Index Swaption Cleared Transaction to be compressed pursuant to the ad hoc compression methodology and on which a daily automatic compression cycle will be run by LCH SA, in each case in accordance with Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book and Section 5 of the Procedures, being:

(a) the date falling one Transaction Business Day prior to the Novation Cut-off Date in respect of the relevant Eligible Underlying Index Transaction Version; or

(b) following the occurrence of DC Credit Event Announcement of an M(M)R Restructuring Credit Event (and prior to the creation of Swaption Restructuring Matched Pairs pursuant to Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs*)), the earlier of (A) the date of publication of the relevant Initial List (as defined in the DC Rules), (B) the date falling two Transaction Business Days prior to the relevant date on which the related SRMP Notification Deadline falls and (C) such other date falling between the dates in (A) and (B), as determined by LCH SA in consultation with the CDSClear Product Committee and notified to the relevant Clearing Members prior to such date.

For the avoidance of doubt, where a Clearing Member has specified automatic compression on a weekly basis then the last such weekly automatic compression cycle performed by LCH SA will be performed on the Clearing Day falling on the Thursday on or before the relevant Compression Cut-off Date.

DC Restructuring Announcement Date: The date on which the DC Credit Event Announcement of an M(M)R Restructuring Credit Event is made, *provided that* where such DC Credit Event Announcement is made after 6.30 p.m. on a Transaction Business Day or on a day which is not a Transaction Business Day, the DC Restructuring Announcement Date will be the first following Transaction Business Day.

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

DTCC Rules: The "Operating Procedures", as published by DTCC and as amended from time to time.

Eligible Underlying Index Transaction Version: This term shall have the meaning set out in Section 4 of the Procedures.

EMP Creation Period: The period from (and including) the final Transaction Business Day of the calendar week immediately preceding the week in which the Expiration Date falls to (but excluding) the Transaction Business Day immediately preceding the Expiration Date.

EMP Notification Deadline: In respect of a notification by LCH SA to the relevant Clearing Members in relation to Exercise Matched Pairs, 10.00 p.m. on the Transaction Business Day immediately prior to the relevant Expiration Date.

Exercise: The delivery of a valid Exercise Notice by Swaption Buyer to Swaption Seller in respect of the Exercise Cleared Transactions of an Exercise Matched Pair.

Exercise Cleared Transaction: Each Index Swaption Cleared Transaction (including each Swaption Restructuring Cleared Transaction, as applicable) forming part of an Exercise Matched Pair pursuant to Clause 6.2 (*Creation of Exercise Cleared Transactions*).

Exercise Matched Pair: A pairing comprised of a Matched Buyer and a Matched Seller in respect of Exercise Cleared Transactions created by LCH SA under Section 6.1 (*Creation and Notification of Exercise Matched Pairs*) for the purposes of the exercise (or non-exercise) by Swaption Buyer of the relevant Exercise Cleared Transactions.

Exercise Matched Pair Amount: In respect of an Exercise Matched Pair, the amount of the Swaption Notional Amount(s) of the relevant Index Swaption Cleared Transactions (or Swaption Restructuring Cleared Transactions) from which the Exercise Matched Pair (and the Exercise Cleared Transactions of such Exercise Matched Pair) are created which is allocated by LCH SA to such Exercise Matched Pair under Section 6.1 (*Creation and Notification of Exercise Matched Pairs*).

Exercise Notice: The notice of exercise (in whole or in part) given by Swaption Buyer to Swaption Seller in accordance with Section 13.2 (*Procedure for Exercise*) of the 2006 Definitions.

Exercise Percentage: The amount (expressed as a percentage) of the Swaption Notional Amount of an Exercise Cleared Transaction that is exercised on the Expiration Date of an Exercise Cleared Transaction.

First Novation Date: In respect of:

(a) an Original Transaction of a Swaption Type for which a Novation Cut-off Date has previously occurred as a result of a DC Credit Event Announcement of an M(M)R Restructuring Credit Event in respect of a Reference Entity referenced by the relevant Underlying Index Transaction for such Swaption Type, the Transaction Business Day following the latest possible Exercise Cut-off Date for the relevant M(M)R Restructuring Credit Event or such other date on which LCH SA determines in consultation with the CDSClear Product Committee that LCH SA will begin to again accept Original Transactions in respect of which the Underlying Index Transaction

references the relevant Eligible Underlying Index Transaction Version for clearing pursuant to the CDS Clearing Documentation; and

(b) an Original Transaction (other than in the circumstances set-out in (a) above), the first date on which LCH SA will accept Original Transactions in respect of which the Underlying Index Transaction references the relevant Eligible Underlying Index Transaction Version for clearing pursuant to the CDS Clearing Documentation.

First Restructuring: As set out at Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs*).

Index Cleared Transaction: As set out in Part B of the CDS Clearing Supplement.

Index Cleared Transaction Confirmation: As set out in Part B of the CDS Clearing Supplement.

Index Swaption Cleared Transaction: A Cleared Transaction, the terms of which are as evidenced by an Index Swaption Cleared Transaction Confirmation, which gives Swaption Buyer the right to enter into a specified Underlying Index Transaction with Swaption Seller.

Index Swaption Cleared Transaction Confirmation: For any Index Swaption Cleared Transaction in respect of which the Underlying Index Transaction references a Series of the Markit iTraxx® Europe Index, the form of confirmation which incorporates the iTraxx® Swaption Standard Terms Supplement, as completed by reference to the relevant Transaction Data (or, in each case, such other form of confirmation as may be adopted in respect of any CDS Type in accordance with Section 1.2.2 (*Modification)* of the CDS Clearing Rule Book).

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

iTraxx® Swaption Standard Terms Supplement: The iTraxx® Europe Untranched Transactions Swaption Standard Terms Supplement as published on 20 March 2017 by Markit Indices Limited and as amended by this CDS Clearing Supplement.

Mandatory Provisions: As set-out in Appendix VI (*CCM Client Transaction Requirements*).

Matched Buyer: A Swaption Buyer comprised in a Swaption Restructuring Matched Pair or an Exercise Matched Pair (as applicable).

Matched Buyer Contract: A Swaption Restructuring Cleared Transaction or an Exercise Cleared Transaction (as applicable) between a Matched Buyer and LCH SA which is the subject of a Matched Pair having the Swaption Restructuring Matched Pair Amount or the Exercise Matched Pair Amount, as the case may be, relating to that Matched Pair.

Matched Contract: A Matched Seller Contract or a Matched Buyer Contract, as applicable.

Matched Pair: An Exercise Matched Pair or a Swaption Restructuring Matched Pair (as applicable).

Matched Pair Amount: An Exercise Matched Pair Amount or a Swaption Restructuring Matched Pair Amount (as applicable).

Matched Seller: A Swaption Seller comprised in a Swaption Restructuring Matched Pair or an Exercise Matched Pair (as applicable).

Matched Seller Contract: A Swaption Restructuring Cleared Transaction or an Exercise Cleared Transaction between a Matched Seller and LCH SA which is the subject of a Matched Pair having the Swaption Restructuring Matched Pair Amount or the Exercise Matched Pair Amount, as the case may be, relating to that Matched Pair.

NEMO Triggering Period: The period starting at 9:00 a.m. on the date that is the Movement Option Cut-off Date for the relevant M(M)R Restructuring Credit Event and ending at the last time for delivery of a valid Notice to Exercise Movement Option under the terms of the 2014 ISDA Credit Derivatives Definitions.

Notification Deadline: In respect of an Exercise Matched Pair, the EMP Notification Deadline and in respect of a Swaption Restructuring Matched Pair, the SRMP Notification Deadline.

Novation Cut-off Date: The date with effect from which LCH SA will no longer accept for novation Original Transactions in respect of which the Underlying Index Transaction references a particular Eligible Underlying Index Transaction Version, being:

(a) following the occurrence of a DC Credit Event Announcement in respect of an M(M)R Restructuring Credit Event for a Reference Entity referenced by such Eligible Underlying Index Transaction Version, the earlier of:

  (i) a date determined by LCH SA in consultation with the CDSClear Product Committee, which shall not be earlier than the DC Restructuring Announcement Date; and

  (ii) the calendar day immediately following the No Auction Announcement Date;

(b) following the occurrence of a DC Credit Event Announcement in respect of a Credit Event (other than an M(M)R Restructuring Credit Event) for a Reference Entity referenced by such Eligible Underlying Index Transaction Version, the calendar day following the DC Announcement Coverage Cut-off Date;

(c) the date falling 1 (one) Transaction Business Day prior to the Expiration Date for the Original Transaction; or

(d) otherwise, as determined by LCH SA in consultation with the CDSClear Product Committee.

SRMP Notification Deadline: In respect of a notification by LCH SA to the relevant Clearing Members in relation to Swaption Restructuring Matched Pairs, 10.00 a.m. on the Relevant City Business Day immediately prior to the first day of the CEN Triggering Period provided that the SRMP Notification Deadline shall in no event fall prior to the second Relevant City Business Day following the occurrence of the related DC Credit Event Announcement.

SRMP Triggerable Amount: An amount equal to the Swaption Notional Amount of the Swaption Restructuring Cleared Transactions of a Swaption Restructuring Matched Pair *multiplied by* the 'Reference Entity Weighting' (under the Underlying Index Transaction referenced by such Swaption Restructuring Cleared Transaction) of the Reference Entity in respect of which an M(M)R Restructuring Credit Event has occurred.

Subsequent Restructuring: As set out at Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs*).

Succession Event: An entity (or entities) constitute a successor or successors in respect of a Reference Entity as determined pursuant to Section 2.2 (*Provisions for Determining a Successor*) of the 2014 ISDA Credit Derivatives Definitions.

Successor Resolution: This term shall have the meaning set out in the DC Rules.

Swaption Restructuring Cleared Transaction: Each Index Swaption Cleared Transaction forming part of an Swaption Restructuring Matched Pair pursuant to Clause 5.2 (*Creation of Swaption Restructuring Cleared Transactions*).

Swaption Restructuring Matched Pair: A pairing comprised of a Matched Buyer and a Matched Seller in respect of Swaption Restructuring Cleared Transactions created by LCH SA under Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs*) or Section 5.4 (*Partial triggering of a Swaption Restructuring Cleared Transaction*) for the purposes of the delivery of Credit Event Notices and Notices to Exercise Movement Option as applicable.

Swaption Restructuring Matched Pair Amount: In respect of a Swaption Restructuring Matched Pair, the amount of the Swaption Notional Amount(s) of the relevant Index Swaption Cleared Transactions from which the Swaption Restructuring Matched Pair (and the Swaption Restructuring Cleared Transactions of such Swaption Restructuring Matched Pair) are created which is allocated by LCH SA to such Swaption Restructuring Matched Pair under Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs*) or Section 5.4 (*Partial triggering of a Swaption Restructuring Cleared Transaction*).

Swaption Type: A class of Index Swaption Cleared Transactions that are identical as to their terms (including, without limitation, as to the terms of the Underlying Index Transaction to which such Index Swaption Cleared Transactions relate), except that they may differ as to:

(a) the Swaption Trade Date;

(b) the Swaption Notional Amount;

(c) the Premium;

(d) the Premium Payment Date; and

(e) the identity of the relevant Swaption Buyer and Swaption Seller.

Transaction Business Day: A day determined as follows:

(a) in respect of any date to be determined or time period to be determined which is referenced in the 2006 Definitions:

(i) a day that would be a 'Business Day' (where this would be the applicable term under the 2006 Definitions for the purpose of the determination of such date or time period); or

(ii) a day that would be an 'Exercise Business Day' (where this would be the applicable term under the 2006 Definitions for the purpose of the determination of such date or time period),

pursuant to the business day elections made in the Index Swaption Cleared Transaction Confirmation; or

(b) in respect of any date to be determined or time period to be determined which is referenced in the 2014 ISDA Credit Derivatives Definitions:

(i) a day that would be a 'Business Day' (where this would be the applicable term under the 2014 ISDA Credit Derivatives Definitions for the purpose of the determination of such date or time period); or

(ii) a day that would be a 'Calculation Agent City Business Day', 'Grace Period Business Day or 'Relevant City Business Day', as applicable (where this would be the applicable term under the 2014 ISDA Credit Derivatives Definitions for the purpose of the determination of such date or time period); or

(c) for any other purpose, a day that would be a 'Business Day' as defined in the CDS Clearing Rule Book.

Transaction Data: In respect of an Original Transaction to be novated pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book and cleared by LCH SA as an Index Swaption Cleared Transaction, the data provided by an Approved Trade Source System to LCH SA for such purposes, which includes, without limitation:

(a) in respect of the Index Swaption Cleared Transaction:

(i) the Swaption Trade Date;

(ii) the Swaption Seller;

(iii) the Swaption Buyer;

(iv) the Quoting Style (if applicable);

(v) the Premium;

(vi) the Strike Price; and

(vii) the Expiration Date; and

(b) in respect of the Underlying Index Transaction to which such Index Swaption Cleared Transaction relates:

(i) the relevant index, including details of the index name, series and version, the annex date;

(ii) the Original Notional Amount and the currency of the Original Notional Amount;

(iii) the Scheduled Termination Date;

(iv) the Floating Rate Payer;

(v) the Fixed Rate Payer; and

(vi) the Fixed Rate Payer Payment Dates.

Triggered Amount: This term shall have the meaning given to the term "Exercise Amount" in the 2014 ISDA Credit Derivatives Definitions.

Underlying Index Transaction: means, in respect of an Eligible Index Swaption, the Index Cleared Transaction which Swaption Buyer has the right to enter into with Swaption Seller, the terms of which are specified in the Index Swaption Cleared Transaction Confirmation and which references a portfolio of Reference Entities specified in a credit default swap index.

1.3 **Inconsistency**

To the extent of any conflict between:

(a) any definition or provision contained in Appendix 1 (*CDS Default Management Process*) of the CDS Clearing Rule Book;

(b) the remaining sections of the CDS Clearing Rule Book;

(c) the CDS Admission Agreement;

(d) this CDS Clearing Supplement;

(e) an Index Swaption Cleared Transaction Confirmation;

(f) the Procedures; or

(g) any Clearing Notices,

the first referenced document shall prevail except in relation to determining the existence and amount of any payment and delivery obligations under any Cleared Transactions, in respect of which this CDS Clearing Supplement or the Index Swaption Cleared Transaction Confirmation, as applicable, shall prevail to the extent permitted by law.

1.4 **Timing**

Pursuant to Article 1.2.8 (*Time reference*) of the CDS Clearing Rule Book, any reference to a time of day herein shall be deemed to be a reference to Central European Time unless otherwise provided herein.

1.5 **Third Party Rights**

Unless otherwise provided in this CDS Clearing Supplement or in the CDS Clearing Rulebook, a person who is not a party to a Cleared Transaction does not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of such Cleared Transaction or this CDS Clearing Supplement as it relates to such Cleared Transaction.

1.6 **Recording of Conversations**

Each of LCH SA and each Clearing Member consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with any Cleared Transaction and agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and agrees, to the extent permitted by applicable law, that such recordings may be submitted as evidence in any related court or arbitral proceedings.

1.7 **Application to FCM Clearing Members**

(a) Upon the taking of any action pursuant to this CDS Clearing Supplement by an FCM Clearing Member in respect of an FCM Cleared Transaction entered into as agent for the account of an FCM Client (as described in FCM CDS Clearing Regulation 1(c)), such FCM Clearing Member shall be deemed to represent to LCH SA that it has the power and authority to, and has been duly authorised to, take such action for the account of such FCM Client.

(b) For purposes of this CDS Clearing Supplement, with regard to any Cleared Transaction entered into by an FCM Clearing Member acting as agent for the account of an FCM Client (as described in FCM CDS Clearing Regulation 1(c)):

(i) references herein to “Swaption Buyer”, “Swaption Seller”, "CDS Buyer" or "CDS Seller", as the case may be, shall be understood to be references to such FCM Client (which shall not, for the avoidance of doubt, prejudice LCH SA’s right to deal solely with the FCM Clearing Member pursuant to Article 6.1.1.3(vi) of the CDS Clearing Rule Book); and

(ii) references herein to: (1) a Clearing Member entering into a Cleared Transaction with LCH SA; and (2) a Clearing Member forming part of a Matched Pair, shall each be understood as such FCM Clearing Member acting as agent for the account of such FCM Client (as described in FCM CDS Clearing Regulation 1(c)).

2. TERMS OF CLEARED TRANSACTIONS

2.1 General Terms of Cleared Transactions

(a) **Terms of Index Swaption Cleared Transactions, Swaption Restructuring Cleared Transactions and Exercise Cleared Transactions**

Upon novation of an Original Transaction which is an Index Swaption at the Novation Time in accordance with Title III (*Clearing Operations*) of the CDS Clearing Rule Book or the creation of a Swaption Restructuring Cleared Transaction in accordance with Section 5.2 (*Creation of Swaption Restructuring Cleared Transactions*) or an Exercise Cleared Transaction in accordance with Section 6.2 (*Creation of Exercise Cleared Transactions*), each resulting Index Swaption Cleared Transaction and each such Swaption Restructuring Cleared Transaction and Exercise Cleared Transaction is entered into by LCH SA and the relevant Clearing Member on the terms of the related Index Swaption Cleared Transaction Confirmation.

(b) **Swaption Trade Date of Index Swaption Cleared Transactions following Compression**

Notwithstanding paragraph (a) above and subject to paragraph (c) below, where Index Swaption Cleared Transactions are subject to compression in accordance with Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book, the Swaption Trade Date of any resulting Index Swaption Cleared Transaction(s) shall be, in respect of any Index Swaption Cleared Transaction subject to:

(i) ad hoc compression (as described in Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book), the date on which the request for compression was effectively received and processed in accordance with Section 5 of the Procedures, which shall be:

(A) the Clearing Day on which such request is submitted and uploaded by the relevant Clearing Member *provided that* such request for compression was received by LCH SA before 7.00 p.m. on such Clearing Day (if such request is submitted and uploaded by the relevant Clearing Member via any means of access specified in a Clearing Notice) or 5.00 p.m. (if such request is not submitted via any means of access specified in a Clearing Notice in the case of a disruption of the relevant means of access);

(B) the Clearing Day on which such request is submitted if such request is not submitted via any means of access specified in a Clearing Notice in the case of disruption of the relevant means of access and is submitted after 5.00 p.m. but LCH SA, in its sole discretion, processes such request on the Clearing Day on which such request is submitted; and

(C) unless the relevant Clearing Member instructs the Operations Department to withdraw such request, the Clearing Day following the

Clearing Day on which such request is submitted if such request is not submitted via any means of access specified in a Clearing Notice in the case of disruption of the relevant means of access and is submitted after 5.00 p.m. and LCH SA, in its sole discretion, does not process such request on the Clearing Day on which such request is submitted; or

(ii) automatic compression (as described in Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book), the Clearing Day on which such Index Swaption Cleared Transaction is automatically compressed by LCH SA in accordance with Section 5 of the Procedures.

(c) **Resetting of Swaption Trade Date following Compression**

If LCH SA determines that the Swaption Trade Date for a Cleared Transaction following compression would be after a DC Announcement Coverage Cut-off Date whereas the Swaption Trade Date for the Cleared Transactions from which it was created would have been prior to such DC Announcement Coverage Cut-off Date had the Cleared Transaction not been compressed, LCH SA shall take such action as it deems necessary to ensure that such DC Credit Event Announcement is applicable to such Cleared Transaction, including, without limitation, specifying an earlier Swaption Trade Date for such Cleared Transaction.

(d) **Compression Cut-off Date**

An Index Swaption Cleared Transaction (or a Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction created from such an Index Swaption Cleared Transaction) may not be subject to compression (in accordance with Chapter 3 (*Compression*) of Title III (*Clearing Operations*) of the CDS Clearing Rule Book and Section 5 of the Procedures) after the Compression Cut-off Date applicable to such Index Swaption Cleared Transaction.

2.2 **Index Swaption Cleared Transaction Confirmation**

The Index Swaption Cleared Transaction Confirmation is amended, supplemented and completed as follows:

(a) by deleting the words "between [●] (**Party A**) and [●] (**Party B**)" in the second and third line of the first paragraph and replacing them with:

"between LCH SA (**"Party A"**) and Clearing Member, as identified in the relevant CDS Admission Agreement between such Clearing Member and Party A (**"Party B"**)";

(b) by deleting the third paragraph thereof and replacing it with the following:

"This Confirmation supplements, forms a part of, and is subject to, the CDS Clearing Documentation, as defined in the CDS Clearing Rule Book.";

(c) by deleting the fourth paragraph thereof and replacing it with the following:

"The terms of the Swaption Transaction, which is an Index Swaption Cleared Transaction, to which this Confirmation relates are as follows:";

(d) by specifying that the "Calculation Agent" is Party A;

(e) by inserting the following under "Additional terms":

"On the Expiration Date, Swaption Buyer may notify Swaption Seller (which such notification may be given orally, including by telephone) that the Swaption Transaction specified in such notice shall be terminated in whole and that no further amounts shall become due and payable by Swaption Buyer to Swaption Seller or vice versa in respect of such Swaption Transaction and that notice will be deemed to be irrevocable. Swaption Buyer will execute and deliver to Swaption Seller a written confirmation confirming the substance of any telephonic notice within one Exercise Business Day of that notice. Failure to provide that written confirmation will not affect the validity of the telephonic notice.";

(f) by deleting the contact details for notices and the account details;

(g) by specifying that the "Specified Derivatives Clearing Organization" is LCH SA (subject to the terms of Part C of the CDS Clearing Supplement); and

(h) by deleting the signature blocks.

2.3 Amendments to 2014 ISDA Credit Derivatives Definitions

For the purposes of this Part C of the CDS Clearing Supplement, Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions as incorporated in any Index Cleared Transaction shall be deemed to be amended so as to enable LCH SA to designate a designee for the additional purposes of delivering or receiving any Credit Event Notice or Notice to Exercise Movement Option relating to an M(M)R Restructuring Credit Event and such that, where LCH SA is the designator in relation to any Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction, as applicable, it is permitted to designate any relevant Matched Buyer or Matched Seller, as applicable, in accordance with Section 9 (*Matched Pair Designations*) as its designee, notwithstanding that such relevant Matched Buyer or Matched Seller, as applicable, is not its Affiliate.

3. PAYMENTS

3.1 Obligation to pay

Each of LCH SA and each Clearing Member will make each payment specified under the terms of each Cleared Transaction to be made by it, subject to the other provisions of the CDS Clearing Documentation.

Payments under any Cleared Transaction will be made on the due date for value on that date in the place of the account specified for the relevant party in the CDS Admission Agreement (or such other account as may be designated by it from time to time for such

purpose in accordance with the CDS Admissions Agreement and/or the Procedures, as applicable) and otherwise in accordance with the CDS Clearing Documentation, in freely transferable funds and in the manner customary for payments in the required currency.

3.2 **Payment of Premium under Original Transactions**

(a) If the Premium is due and payable under the terms of an Original Transaction on or before the Clearing Day on which the related Index Swaption Cleared Transactions are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book, such amount shall be payable under and in accordance with the terms of such Original Transaction. In such event, no corresponding Premium shall be payable in respect of such Index Swaption Cleared Transactions.

(b) If the Premium Payment Date of an Original Transaction would be a date falling after the Clearing Day on which the Index Swaption Cleared Transactions related to such Original Transaction are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book then the corresponding Premium Payment Date for the related Index Swaption Cleared Transactions shall occur on the Transaction Business Day which is also a Clearing Day immediately following the Clearing Day on which such related Index Swaption Cleared Transactions are created and the Index Swaption Cleared Transaction Confirmation shall be deemed to have been amended accordingly.

4. CREDIT EVENTS AND SUCCESSION EVENTS

4.1 **Determination of Credit Events and Succession Events**

Notwithstanding any provision of any Cleared Transaction to the contrary:

(a) LCH SA (in its capacity as Calculation Agent with respect to such Cleared Transaction) shall not make any determination pursuant to Section 2.10 (*Substitute Reference Obligation*) of the 2014 ISDA Credit Derivatives Definitions or in respect of any matter which is or may be subject to resolution under Sections 3.5 (*Successor Resolutions*) or 3.6 (*Substitute Reference Obligation Resolutions*) of the DC Rules*;* and

(b) neither LCH SA nor any Clearing Member shall be entitled to deliver a Successor Notice or a Credit Event Notice (other than Credit Event Notices in relation to an M(M)R Restructuring Credit Event in accordance with Section 5.3 (*Triggering of Swaption Restructuring Cleared Transactions*)).

4.2 **M(M)R Restructuring Credit Event Timeline**

(a) **Publication of Credit Event Timeline**

Upon a DC Credit Event Announcement of an M(M)R Restructuring Credit Event, LCH SA will publish and make available to Clearing Members a timeline in respect of the relevant Credit Event and related Cleared Transactions for which the Underlying Index Transaction references the affected Reference Entity, to notify, among other things, the relevant Novation Cut-off Date, Compression Cut-off Date and First Novation Date.

Any such timeline shall (i) be published and made available on the date of such DC Credit Event Announcement or, if LCH SA determines that such publication on such date is not practicably possible, as soon as practicable thereafter (but in no event later than the Transaction Business Day before the earlier of the relevant Novation Cut-off Date and the relevant Compression Cut-off Date) and (ii) in all cases be without prejudice to and consistent with the terms of the CDS Clearing Documentation and any relevant DC Resolutions.

(b) **Amendment of Credit Event Timeline**

Any such timeline may be subject to subsequent amendment by LCH SA, by means of a Clearing Notice to Clearing Members, only to reflect subsequent DC Resolutions, timing provisions of any relevant Transaction Auction Settlement Terms, or in each case any subsequent amendments thereto. Any such amendment shall be made by LCH SA as soon as reasonably practicable following the relevant event.

4.3 **Reversal of DC Credit Event Announcements and Margining**

If a DC Credit Event Announcement is reversed then, subject to Section 10.2(a)(i) of the 2014 ISDA Credit Derivatives Definitions, LCH SA shall be obliged in accordance with Section 3 of the Procedures to calculate and shall be entitled to call for Margin and/or be obliged to return Margin with respect to each Clearing Member on the basis that the DC Credit Event Announcement that is reversed had not been made.

5. RESTRUCTURING

5.1 Creation and Notification of Swaption Restructuring Matched Pairs

Following the occurrence of a DC Credit Event Announcement in respect of an M(M)R Restructuring Credit Event in respect of a Reference Entity referenced by the Underlying Index Transaction to which a set of Index Swaption Cleared Transactions of the same Swaption Type relates, LCH SA will create (on one or more occasions) Swaption Restructuring Matched Pairs in accordance with Section 8.1 (*Creation of Matched Pairs*). Each such Swaption Restructuring Matched Pair shall be composed of two Swaption Restructuring Cleared Transactions.

If a DC Credit Event Announcement occurs in respect of an M(M)R Restructuring Credit Event in respect of a further Reference Entity (a "**Subsequent Restructuring**") prior to the expiry of the CEN Triggering Period for the first Reference Entity in respect of which an M(M)R Restructuring Credit Event occurred (the "**First Restructuring**"), any Swaption Restructuring Matched Pairs for the First Restructuring shall also be Swaption Restructuring Matched Pairs in respect of the Subsequent Restructuring. The same shall apply to any further DC Credit Event Announcements in respect of M(M)R Restructuring Credit Events in respect of further Reference Entities during this period and the terms 'First Restructuring' and 'Subsequent Restructuring' in this Section 5 shall be interpreted accordingly.

LCH SA shall notify the relevant Matched Buyer and Matched Seller comprised within each Swaption Restructuring Matched Pair of:

(a) the identity of the other Clearing Member (together with the address, fax number, telephone number, email address and other applicable notice details of such other Clearing Member) of such Matched Pair;

(b) the associated Swaption Restructuring Matched Pair Amount; and

(c) the associated SRMP Triggerable Amount,

as soon as reasonably practicable following the related Compression Cut-off Date, but in any event, at or prior to the SRMP Notification Deadline.

5.2 **Creation of Swaption Restructuring Cleared Transactions**

Upon the notification to the relevant Clearing Members of Swaption Restructuring Matched Pairs, where two or more Index Swaption Cleared Transactions have been combined into a single transaction as part of the matching process and/or where any Index Swaption Cleared Transaction has been split into two or more separate transactions as part of the matching process, the relevant original Index Swaption Cleared Transactions entered into by each Clearing Member with LCH SA will be deemed terminated and new Swaption Restructuring Cleared Transactions of the same Swaption Type will be deemed to be entered into between each such Clearing Member and LCH SA, with each such Swaption Restructuring Cleared Transaction having a Swaption Notional Amount (and with the Underlying Index Transaction in respect of each such Swaption Restructuring Cleared Transaction having an Original Notional Amount) corresponding to the Swaption Restructuring Matched Pair Amount of the Swaption Restructuring Matched Pair in which the relevant Clearing Member is comprised as a Matched Buyer or a Matched Seller, as applicable. Subject to Section 9.3 (*Resetting of Swaption Trade Date*) below, the Swaption Trade Date of such Swaption Restructuring Cleared Transactions shall be the date of such notification.

With effect from the notification of the Swaption Restructuring Matched Pairs, any Index Swaption Cleared Transaction forming part of a Swaption Restructuring Matched Pair shall henceforth constitute a Swaption Restructuring Cleared Transaction for the purposes of this CDS Clearing Supplement and the Swaption Notional Amount of such Swaption Restructuring Cleared Transactions shall be the Swaption Restructuring Matched Pair Amount.

5.3 **Triggering of Swaption Restructuring Cleared Transactions**

Subject as set out in Section 7 (*Delivery of Notices*), and notwithstanding anything to the contrary in the terms of any Cleared Transaction, Clearing Members may only deliver Credit Event Notices (as CDS Buyer or CDS Seller) in relation to an M(M)R Restructuring Credit Event during the CEN Triggering Period following notification of Swaption Restructuring Matched Pairs by LCH SA and subject always to the terms of the relevant Swaption Restructuring Cleared Transaction.

For the purposes of the delivery of Credit Event Notices in respect of an M(M)R Restructuring Credit Event and the Swaption Restructuring Cleared Transactions of a Swaption Restructuring Matched Pair, the Floating Rate Payer Calculation Amount by

reference to which a Credit Event Notice may be delivered shall be an amount equal to the applicable SRMP Triggerable Amount.

Any Credit Event Notice delivered in respect of a Swaption Restructuring Matched Pair for an amount which is greater than the relevant SRMP Triggerable Amount shall be ineffective as to such excess.

5.4 **Partial triggering of a Swaption Restructuring Cleared Transaction**

If a Notifying Party has delivered a valid Credit Event Notice during the CEN Triggering Period applicable to it that specifies a Triggered Amount that is less than the SRMP Triggerable Amount, following the expiry of the CEN Triggering Period, each Swaption Restructuring Cleared Transaction (an "**Original Swaption Restructuring Cleared Transaction**") of the relevant Swaption Restructuring Matched Pair shall be split into two separate Swaption Restructuring Cleared Transactions:

(a) one of such Swaption Restructuring Cleared Transactions:

(i) shall have an SRMP Triggerable Amount equal to the Triggered Amount; and

(ii) shall have a Swaption Notional Amount equal to (x) the Swaption Notional Amount of the Original Swaption Restructuring Cleared Transaction *divided by* (y) the SRMP Triggerable Amount of the Original Swaption Restructuring Cleared Transaction *multiplied by* (z) the Triggered Amount specified in the Credit Event Notice,

and will be deemed to have been triggered in whole by the relevant Credit Event Notice (a "**Triggered Cleared Transaction**"); and

(b) the other of such Swaption Restructuring Cleared Transactions (the "**Remaining Untriggered Cleared Transaction**"):

(i) shall have an SRMP Triggerable Amount equal to the SRMP Triggerable Amount of the Original Swaption Restructuring Cleared Transaction *minus* the Triggered Amount; and

(ii) shall have a Swaption Notional Amount equal to (x) the Swaption Notional Amount of the Original Swaption Restructuring Cleared Transaction *less* (y) the Swaption Notional Amount determined in accordance with sub-paragraph (a)(ii) above,

and no Credit Event Notice will be deemed to have been delivered in respect of such Remaining Untriggered Cleared Transaction.

In the event that more than one Credit Event Notice is delivered during the CEN Triggering Period, the process set-out above shall be applied to the Credit Event Notice which was validly delivered first; *provided, however, that* for this purpose any Credit Event Notice(s) delivered by CDS Seller on or prior to the Exercise Cut-off Date applicable to CDS Seller shall be deemed to have been delivered prior to any Credit Event Notice(s) delivered by CDS Buyer on or prior to the Exercise Cut-off Date applicable to CDS Buyer. Each

subsequent Credit Event Notice shall then be applied to the Remaining Untriggered Cleared Transaction (and each subsequent Remaining Untriggered Cleared Transaction) until either no further Credit Event Notices remain or the SRMP Triggerable Amount has been reduced to zero.

Section 1.33(b) of the 2014 ISDA Credit Derivatives Definitions shall not apply.

In the event that a Credit Event Notice has been validly delivered in respect of a Subsequent Restructuring prior to the expiry of the CEN Triggering Period for the First Restructuring, such Credit Event Notice shall be split between each Triggered Cleared Transaction and Remaining Untriggered Cleared Transaction created pursuant to this Section 5.4 on a proportionate basis and a Credit Event Notice shall consequently be deemed to have been delivered in respect of each such Triggered Cleared Transaction and Remaining Untriggered Cleared Transaction.

5.5 **Notice to Exercise Movement Option**

Subject as set out in Section 8 (*Delivery of Notices*), Clearing Members may only deliver a Notice to Exercise Movement Option during the NEMO Triggering Period.

5.6 **Effect of Credit Event Notices and Notices to Exercise Movement Option**

Notwithstanding any other provision hereof or of the 2014 ISDA Credit Derivatives Definitions, Matched Buyer and Matched Seller shall have no payment or delivery obligations in respect of the M(M)R Restructuring Credit Event as a result of the delivery of a Credit Event Notice or Notice to Exercise Movement Option. Such payment and delivery obligations shall instead arise under the Restructuring Cleared Transactions created pursuant to Section 7.3 (*Creation of Restructuring Cleared Transactions for Triggering and/or Settlement purposes*) following exercise (if applicable).

5.7 **Reversal of DC Credit Event Announcements**

If a DC Credit Event Announcement made in respect of an M(M)R Restructuring Credit Event is reversed then, subject to Section 10.2(a)(i) of the 2014 ISDA Credit Derivatives Definitions:

(a) LCH SA shall have no obligation to create Swaption Restructuring Matched Pairs in accordance with Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs*);

(b) provided that no Subsequent Restructuring has occurred, any Swaption Restructuring Matched Pairs so created (or created pursuant to Section 5.4 (*Partial triggering of a Swaption Restructuring Cleared Transaction*)) shall be deemed not to have been created;

(c) any Credit Event Notices delivered in connection with such M(M)R Restructuring Credit Event shall be deemed to be ineffective;

(d) LCH SA shall, where applicable, make relevant registrations in the TIW in order to reflect such reversal which shall also automatically result in such registrations being made in respect of any related CCM Client Transactions; and

(e) Section 4.9 (*Reversal of DC Credit Event Announcements and Margining*) shall apply.

5.8 **Reports**

Without prejudice to the notification requirements set out elsewhere in the CDS Clearing Documentation, LCH SA will communicate to the relevant Clearing Members, on the basis of information received from Clearing Members, amongst other things:

(a) the aggregate Triggered Amounts of Swaption Restructuring Cleared Transactions to which they are a party; and

(b) the results of the exercise of any Movement Option in relation to Swaption Restructuring Cleared Transactions to which they are a party,

at or around 7.00 p.m. on each day during each CEN Triggering Period and NEMO Triggering Period, as applicable, through the reports referred to in Section 5 of the Procedures.

For the avoidance of doubt, such communication shall not affect the validity or effectiveness of any Credit Event Notice or Notice to Exercise Movement Option which shall be subject to the terms of the relevant Swaption Restructuring Cleared Transaction.

5.9 **Expiry of CEN Triggering Period**

Upon the expiry of the CEN Triggering Period (or, if a Subsequent Restructuring has occurred, after the expiry of the CEN Triggering Period for such Subsequent Restructuring) and, if applicable, subsequent to the application of any valid Credit Event Notices delivered during the CEN Triggering Period pursuant to Section 5.4 (*Partial triggering of a Swaption Restructuring Cleared Transaction*), the Swaption Restructuring Cleared Transactions of any Swaption Restructuring Matched Pairs (including, without limitation any Swaption Restructuring Matched Pairs composed of Remaining Untriggered Cleared Transactions created pursuant to Section 5.4 (*Partial triggering of a Swaption Restructuring Cleared Transaction*)) in respect of which no valid Credit Event Notice in respect of an M(M)R Restructuring Credit Event has been delivered shall cease to be paired together and shall instead constitute Index Swaption Cleared Transactions for the purposes of this CDS Clearing Supplement and the Swaption Restructuring Matched Pair Amount of such Swaption Restructuring Cleared Transactions shall become the Swaption Notional Amount of such Index Swaption Cleared Transactions.

6. EXERCISE MATCHED PAIRS

6.1 **Creation and Notification of Exercise Matched Pairs**

Subject to Section 5.9 (*Expiry of CEN Triggering Period*) above, if Swaption Restructuring Matched Pairs have previously been created pursuant to Section 5.1 *(Creation and Notification of Swaption Restructuring Matched Pairs*) or Section 5.4 (*Partial triggering of a Swaption Restructuring Cleared Transaction*), such Swaption Restructuring Matched Pairs

and the Swaption Restructuring Cleared Transactions from which they are formed shall also automatically constitute Exercise Matched Pairs and Exercise Cleared Transactions (in addition to being Swaption Restructuring Matched Pairs and Swaption Restructuring Cleared Transactions) for the purposes of this CDS Clearing Supplement.

Notwithstanding the above, if the CEN Triggering Period for an M(M)R Restructuring Credit Event ends on a date falling during the EMP Creation Period, the relevant Swaption Restructuring Matched Pairs created in respect of such M(M)R Restructuring Credit Event shall not become Exercise Matched Pairs pursuant to the above until after the expiry of the CEN Triggering Period and subject to the prior application of Sections 5.4 (*Partial triggering of a Swaption Restructuring Cleared Transaction*) and 5.9 (*Expiry of CEN Triggering Period*) above, if applicable.

On each Transaction Business Day during the EMP Creation Period, LCH SA will create Exercise Matched Pairs in accordance with Section 8.1 (*Creation of Matched Pairs*) for a set of Index Swaption Cleared Transactions of the same Swaption Type. Each such Exercise Matched Pair shall be composed of two Exercise Cleared Transactions.

Upon the creation of an Exercise Matched Pair, LCH SA shall notify the relevant Matched Buyer and Matched Seller comprised within each Exercise Matched Pair of:

(a) the identity of the other Clearing Member (together with the address, fax number, telephone number, email address and other applicable notice details of such other Clearing Member) of such Exercise Matched Pair; and

(b) the associated Exercise Matched Pair Amount,

as soon as reasonably practicable following the related Compression Cut-off Date, but in any event, at or prior to the EMP Notification Deadline.

6.2 **Creation of Exercise Cleared Transactions**

Upon the notification to the relevant Clearing Members of Exercise Matched Pairs, where two or more Index Swaption Cleared Transactions have been combined into a single transaction as part of the matching process and/or where any Index Swaption Cleared Transaction has been split into two or more separate transactions as part of the matching process, the relevant original Index Swaption Cleared Transactions entered into by each Clearing Member with LCH SA will be deemed terminated and new Exercise Cleared Transactions of the same Swaption Type will be deemed to be entered into between each such Clearing Member and LCH SA, with each such Exercise Cleared Transaction having a Swaption Notional Amount (and with the Underlying Index Transaction in respect of each such Exercise Cleared Transaction having an Original Notional Amount) corresponding to the Exercise Matched Pair Amount of the Exercise Matched Pair in which the relevant Clearing Member is comprised as a Matched Buyer or a Matched Seller, as applicable. Subject to Section 9.3 (*Resetting of Swaption Trade Date*) below, the Swaption Trade Date of such Exercise Cleared Transactions shall be the date of such notification.

With effect from the notification of the Exercised Matched Pairs, any Index Swaption Cleared Transaction forming part of an Exercised Matched Pair shall henceforth constitute

an Exercise Cleared Transaction for the purposes of this CDS Clearing Supplement and the Swaption Notional Amount of such Index Swaption Cleared Transactions shall be the Exercise Matched Pair Amount.

6.3 **Exercise of Exercise Cleared Transactions**

Exercise Notices shall be delivered by Swaption Buyers to Swaption Sellers in accordance with the provisions for the delivery of notices at Section 7 (*Delivery of Notices*) hereof and the terms of the relevant Exercise Cleared Transaction.

Any Exercise Notice delivered in respect of an Exercise Matched Pair for an amount which is greater than the related Exercise Matched Pair Notional Amount shall be ineffective as to such excess.

6.4 **Abandonment of Exercise Cleared Transactions**

If on the Expiration Date Swaption Buyer delivers a valid Abandonment Notice to Swaption Seller, then upon delivery of such notice each Exercise Cleared Transaction specified in such Abandonment Notice shall be terminated in whole and no further amounts shall become due and payable by Swaption Buyer to Swaption Seller or vice versa in respect of such Exercise Transaction. Subject to Section 7.2 (*Oral Notices*) below, an Abandonment Notice may be given orally, including by telephone. Matched Buyer will execute and deliver to Matched Seller a written confirmation confirming the substance of any telephonic notice within one Transaction Business Day of the telephonic notice. Without prejudice to Section 8.4(c) (*Consequences of no Clearing Member Notice being received by LCH SA*) below, failure to provide that written confirmation will not affect the validity of the telephonic notice.

6.5 **Cleared Transaction Exercise Reports**

Without prejudice to the notification requirements set out elsewhere in the CDS Clearing Documentation, LCH SA will communicate to the relevant Clearing Members, on the basis of information received from Clearing Members the aggregate Swaption Notional Amounts of Exercise Cleared Transactions to which they are a party as Swaption Buyer in respect of which Exercise Notices and Abandonment Notices have been delivered and the aggregate Swaption Notional Amounts of Exercise Cleared Transactions to which they are a party as Swaption Seller in respect of which Exercise Notices and Abandonment Notices have been delivered, in each case on an ongoing basis on the Expiration Date, through the reports referred to in Section 5 of the Procedures with the final report being published as soon as practicable after LCH SA has confirmed with the relevant Clearing Members that all Exercise Notices and Abandonment Notices have been identified.

For the avoidance of doubt, such communication shall not affect the validity or effectiveness of any Exercise Notice or Abandonment Notice which shall be subject to the terms of the relevant Exercise Cleared Transaction and the 2006 Definitions.

7. SETTLEMENT

7.1 Creation of Index Cleared Transactions

Notwithstanding and in addition to any Initial Single Name Cleared Transaction(s) or Restructuring Cleared Transaction(s) created pursuant to Section 7.2 (*Creation of Initial Single Name Cleared Transactions for Settlement purposes in respect of Credit Events other than M(M)R Restructuring*), Section 7.3 (*Creation of Restructuring Cleared Transactions for Triggering and/or Settlement purposes*) or Section 7.4 (*Creation of Initial Single Name Cleared Transactions in respect of untriggered M(M)R Restructuring Credit Events*) below, following Exercise an Index Cleared Transaction shall be deemed to have been entered into between each Clearing Member and LCH SA on the terms of the Underlying Index Transaction to which the relevant Exercise Cleared Transactions relate. Such Index Cleared Transaction shall reference the currently Eligible Underlying Index Transaction Version as of the Expiration Date of the index referenced by the relevant Underlying Index Transaction. Subject to the below, such Index Cleared Transaction shall be entered into by LCH SA and the relevant Clearing Member on the terms of the Index Cleared Transaction Confirmation (as defined in Part B of the CDS Clearing Supplement).

Each such Index Cleared Transaction shall have a Floating Rate Payer Calculation Amount equal to:

(a) subject to (b) below, the Swaption Notional Amount of the Exercise Cleared Transaction from which such Index Cleared Transaction resulted; or

(b) if the Exercise Cleared Transaction from which such Index Cleared Transaction resulted was exercised in part, the portion of the Swaption Notional Amount of the Exercise Cleared Transaction that was exercised.

The provisions of this Part C of the CDS Clearing Supplement shall cease to apply to such Index Cleared Transaction upon its creation and such Index Cleared Transaction shall instead be subject to and cleared in accordance with Part B of this CDS Clearing Supplement; *provided, however, that*:

(i) an Initial Payment Amount shall be payable under such Index Cleared Transaction which shall be an amount equal to, and payable by the party that would be required to pay, the Settlement Payment (or the absolute value thereof, as applicable) that would be determined in respect of the Exercise Cleared Transaction from which such Index Cleared Transaction is created in accordance with the provisions of the Exercise Cleared Transaction (as amended by Section 2.2 (*Index Swaption Cleared Transaction Confirmation*) hereof). The Initial Payment Date in respect of such Initial Payment Amount shall be the Transaction Business Day (determined pursuant to paragraph (a)(i) of the definition of Transaction Business Day as if such payment were the Settlement Payment) immediately following the Expiration Date; and

(ii) the paragraph entitled 'Successors' of the iTraxx® Swaption Standard Terms Supplement shall continue to apply to such Index Cleared Transaction.

Following the creation of such Index Cleared Transaction and any Initial Single Name Cleared Transaction(s) and Restructuring Cleared Transaction(s) created pursuant to Section 7.2 (*Creation of Initial Single Name Cleared Transactions for Settlement purposes in respect of Credit Events other than M(M)R Restructuring*), Section 7.3 (*Creation of Restructuring Cleared Transactions for Triggering and/or Settlement purposes*) and Section 7.4 (*Creation of Initial Single Name Cleared Transactions in respect of untriggered M(M)R Restructuring Credit Events*) below, the Exercise Cleared Transaction from which it was created shall be terminated.

7.2 **Creation of Initial Single Name Cleared Transactions for Settlement purposes in respect of Credit Events other than M(M)R Restructuring**

If the Underlying Index Transaction of an Exercise Cleared Transaction references a Reference Entity in respect of which a DC Credit Event Announcement has been made on or after the Credit Event Backstop Date (other than in respect of an M(M)R Restructuring Credit Event and subject to the operation of the paragraph entitled 'Operation of each Underlying Swap Transaction' of the iTraxx® Swaption Standard Terms Supplement)) and the Auction Settlement Date that would have been applicable to such Credit Event fell on or prior to the Expiration Date, then following Exercise an Initial Single Name Cleared Transaction (as defined in Part B of this CDS Clearing Supplement) shall be deemed to have been entered into on the Expiration Date between each Clearing Member and LCH SA on the terms of the Component Transaction (as defined in the Index Cleared Transaction Confirmation and subject as set out below) in respect of the relevant Reference Entity of the Underlying Index Transaction. Subject to the below, such Initial Single Name Cleared Transaction shall be entered into by LCH SA and the relevant Clearing Member on the terms of the Single Name Cleared Transaction Confirmation (as defined in Part B of the CDS Clearing Supplement).

Each such Initial Single Name Cleared Transaction shall have a Floating Rate Payer Calculation Amount equal to:

(a) the Swaption Notional Amount of the Exercise Cleared Transaction from which such Initial Single Name Cleared Transaction resulted *multiplied by* the 'Reference Entity Weighting' (under the Underlying Index Transaction referenced by such Exercise Cleared Transaction) of the relevant Reference Entity; *multiplied by*

(b) the Exercise Percentage.

The provisions of this Part C of the CDS Clearing Supplement shall cease to apply to such Initial Single Name Cleared Transaction upon its creation and such Initial Single Name Cleared Transaction shall instead be subject to and cleared in accordance with Part B of this CDS Clearing Supplement; *provided, however, that*:

(i) the paragraph entitled 'Operation of each Underlying Swap Transaction' and the paragraph entitled 'Successors' of the iTraxx® Swaption Standard Terms Supplement shall continue to apply to such Initial Single Name Cleared Transaction; and

(ii) notwithstanding (i) above, the Auction Settlement Date in respect of such Initial Single Name Cleared Transaction shall be the first Transaction Business Day following the Expiration Date.

7.3 **Creation of Restructuring Cleared Transactions for Triggering and/or Settlement purposes**

If:

(a) the Underlying Index Transaction of an Exercise Cleared Transaction references a Reference Entity in respect of which a DC Credit Event Announcement has been made on or after the Credit Event Backstop Date in respect of an M(M)R Restructuring Credit Event (subject to the operation of the paragraph entitled 'Operation of each Underlying Swap Transaction' of the iTraxx® Swaption Standard Terms Supplement); and

(b) either the CEN Triggering Period has not expired or, if the CEN Triggering Period has expired, a valid Credit Event Notice was delivered in respect of such M(M)R Restructuring Credit Event prior to its expiry,

then following Exercise a Restructuring Cleared Transaction (as defined in Part B of this CDS Clearing Supplement) shall be deemed to have been entered into on the Expiration Date between each Clearing Member and LCH SA on the terms of the Component Transaction (as defined in the Index Cleared Transaction Confirmation and subject as set out below) in respect of the relevant Reference Entity of the Underlying Index Transaction and any Credit Event Notice or Notice to Exercise Movement Option validly delivered in respect of the Swaption Restructuring Cleared Transaction from which such Restructuring Cleared Transaction is created shall be deemed to have been validly delivered in respect of such Restructuring Cleared Transaction by CDS Buyer and/or CDS Seller (as applicable). Subject to the below, such Restructuring Cleared Transaction shall be entered into by LCH SA and the relevant Clearing Member on the terms of the Single Name Cleared Transaction Confirmation (as defined in Part B of the CDS Clearing Supplement).

Such Restructuring Cleared Transaction shall have a Floating Rate Payer Calculation Amount equal to (x) the SRMP Triggerable Amount (for the relevant M(M)R Restructuring Credit Event) of the Swaption Restructuring Cleared Transaction from which such Restructuring Cleared Transaction is created *multiplied by* (y) the Exercise Percentage.

The provisions of this Part C of the CDS Clearing Supplement shall cease to apply to such Restructuring Cleared Transaction upon its creation and such Restructuring Cleared Transaction shall instead be subject to and cleared in accordance with Part B of this CDS Clearing Supplement; *provided, however, that*:

(i) the paragraph entitled 'Operation of each Underlying Swap Transaction' and the paragraph entitled 'Successors' of the iTraxx® Swaption Standard Terms Supplement shall continue to apply to such Restructuring Cleared Transaction; and

(ii) notwithstanding (i) above, the Auction Settlement Date in respect of such Restructuring Cleared Transaction shall be the later of (x) the Auction Settlement Date applicable to

such Restructuring Cleared Transaction pursuant to Part B of the CDS Clearing Supplement and (y) the first Transaction Business Day following the Expiration Date.

7.4 **Creation of Initial Single Name Cleared Transactions in respect of untriggered M(M)R Restructuring Credit Events**

If:

(a) the Underlying Index Transaction of an Exercise Cleared Transaction references a Reference Entity in respect of which a DC Credit Event Announcement has been made that an M(M)R Restructuring Credit Event occurred on or after the Credit Event Backstop Date (subject to the operation of the paragraph entitled 'Operation of each Underlying Swap Transaction' of the iTraxx® Swaption Standard Terms Supplement); and

(b) no valid Credit Event Notice was delivered in respect of such M(M)R Restructuring Credit Event prior to the expiry of the applicable CEN Triggering Period,

then following Exercise, an Initial Single Name Cleared Transaction (as defined in Part B of this CDS Clearing Supplement) shall be deemed to have been entered into on the Expiration Date between each Clearing Member and LCH SA on the terms of the Component Transaction (as defined in the Index Cleared Transaction Confirmation and subject as set out below) in respect of the relevant Reference Entity of the Underlying Index Transaction. Subject to the below, such Initial Single Name Cleared Transaction shall be entered into by LCH SA and the relevant Clearing Member on the terms of the Single Name Cleared Transaction Confirmation (as defined in Part B of the CDS Clearing Supplement).

Each such Initial Single Name Cleared Transaction shall have a Floating Rate Payer Calculation Amount equal to:

(a) the Swaption Notional Amount of the Exercise Cleared Transaction from which such Initial Single Name Cleared Transaction resulted *multiplied by* the 'Reference Entity Weighting' (under the Underlying Index Transaction referenced by such Exercise Cleared Transaction) of the relevant Reference Entity; *multiplied by*

(b) the Exercise Percentage.

The provisions of this Part C of the CDS Clearing Supplement shall cease to apply to such Initial Single Name Cleared Transaction upon its creation and such Initial Single Name Cleared Transaction shall instead be subject to and cleared in accordance with Part B of this CDS Clearing Supplement; *provided, however, that* the paragraph entitled 'Successors' of the iTraxx® Swaption Standard Terms Supplement shall continue to apply to such Initial Single Name Cleared Transaction.

8. DELIVERY OF NOTICES

8.1 General Rules relating to Notices

(a) **Methods of Delivery and deemed Time of Delivery**

Subject to Section 7.2 (*Oral Notices*) and without prejudice to Section 1.38 (*Requirements Regarding Notices*) of the 2014 ISDA Credit Derivatives Definitions and the remaining provisions of the 2014 ISDA Credit Derivatives Definitions and of the 2006 Definitions (including, for the avoidance of doubt, in relation to notices permitted to be given orally), any notice or other communication in respect of any Cleared Transaction may be given in any manner described below and will be deemed effective as indicated:

(i) if delivered in person or by courier, on the date and at the time it is delivered;

(ii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted; or

(iv) if sent by electronic messaging system (including e-mail or any other electronic access solution established by LCH SA for such purpose), on the date it is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Transaction Business Day or that communication is delivered (or attempted) or received, as applicable, pursuant to the above after 6.00 p.m. in the location of the recipient on a Transaction Business Day, in which case that communication will be deemed given and effective on the first following day that is a Transaction Business Day.

(b) **Notices from or to LCH SA**

Any such notice or communication given by LCH SA to a Clearing Member or vice versa shall be given to the address or number previously specified in or previously notified for the relevant purpose in accordance with the CDS Admissions Agreement or the Procedures.

(c) **Manual Notices between Clearing Members**

Notices given by a Clearing Member to another Clearing Member comprised in a relevant Matched Pair shall be given to the address or number notified by LCH SA to the deliveror pursuant to Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs*) or Section 6.1 (*Creation and Notification of Exercise Matched Pairs*), as applicable.

Such notices shall only be deemed to be delivered effectively by LCH SA through the relevant Clearing Member as its designee as against the recipient where the address or number so notified by LCH SA corresponds in all material respects to the address or number, as applicable, specified by such recipient in or pursuant to the CDS Admissions Agreement.

(d) **No Obligation on LCH SA to verify Signatories**

LCH SA shall have no obligation to verify the authority of any signatory of any notice delivered by any Clearing Member directly pursuant to this Section 7 (*Delivery of Notices*).

8.2 **Oral Notices**

Notwithstanding the provisions of the 2006 Definitions and of the 2014 ISDA Credit Derivatives Definitions, where, by way of exception as contemplated in this Section 7, Exercise Notices, Abandonment Notices, Credit Event Notices and Notices to Exercise Movement Option are to be delivered directly to LCH SA, such notices may not be delivered orally or by telephone.

8.3 **Delivery of Exercise Notices, Abandonment Notices, Credit Event Notices and Notices to Exercise Movement Option**

Exercise Notices, Abandonment Notices, Credit Event Notices and Notices to Exercise Movement Option shall be delivered directly between Matched Buyer and Matched Seller of an Exercise Matched Pair or a Swaption Restructuring Matched Pair, as applicable, in each case acting in its own name in respect of the Cleared Transaction of the Matched Pair to which it is a party and as designee of LCH SA in respect of the other Cleared Transaction of the Matched Pair.

8.4 **Clearing Member Notices**

(a) **Duty to deliver Clearing Member Notices**

Each Clearing Member shall notify LCH SA or deliver a copy to LCH SA of any notice delivered or received by such Clearing Member to or from another Clearing Member comprised in an Exercise Matched Pair or Swaption Restructuring Matched Pair, including, without limitation, any Exercise Notice, Abandonment Notice, Credit Event Notice or Notice to Exercise Movement Option which was delivered or received directly, and which such Clearing Member asserts or acknowledges was effective for the purposes of this CDS Clearing Supplement and the relevant Exercise Cleared Transactions or Swaption Restructuring Cleared Transactions as the case may be (such notification, or delivery of such copy, in respect of any relevant notice, a **Clearing Member Notice**) by no later than 5.00 p.m. on the last date on which such notice could validly be sent (in each case, the **Clearing Member Notice Deadline**).

(b) **No Clearing Member Notice received**

Where LCH SA does not receive a Clearing Member Notice in respect of a Credit Event Notice or a Notice to Exercise Movement Option from both Clearing Members

in the relevant Swaption Restructuring Matched Pair on or prior to the relevant Clearing Member Notice Deadline, LCH SA shall take no action in respect of the relevant Swaption Restructuring Matched Pair.

Where LCH SA does not receive a Clearing Member Notice in respect of an Exercise Notice or an Abandonment Notice from Swaption Buyer in the relevant Exercised Matched Pair on or prior to the relevant Clearing Member Notice Deadline, then, subject to sub-section (c) below, LCH SA shall terminate the Exercise Cleared Transactions of the relevant Exercised Matched Pair.

(c) **Consequences of no Clearing Member Notice being received by LCH SA**

Where sub-section (d) above is applicable, the following provisions shall apply:

(i) If LCH SA determines in its sole discretion that, notwithstanding the fact that no Clearing Member Notice has been received by LCH SA in respect of any Exercise Notice, Abandonment Notice, Credit Event Notice or Notice to Exercise Movement Option by the relevant deadline, such notice was in fact delivered or received directly by a Clearing Member, LCH SA shall use commercially reasonable efforts to give effect to the terms of such Exercise Notice, Abandonment Notice, Credit Event Notice or Notice to Exercise Movement Option, as the case may be. If LCH SA gives effect to the terms of such notice pursuant to this Section 8.4(c) then the provisions of this Part C of the CDS Clearing Supplement shall apply as if LCH SA had received a Clearing Member Notice in respect of the relevant notice on the date on which such notice was delivered or received by the relevant Clearing Member.

(ii) If LCH SA determines in its sole discretion that it is not possible to give effect to the terms of any Exercise Notice, Abandonment Notice, Credit Event Notice or Notice to Exercise Movement Option in respect of which no Clearing Member Notice was received by LCH SA by the relevant deadline then the following provisions shall apply:

(A) *Credit Event Notices and Notice to Exercise Movement Option*

Following Exercise, an amount shall be payable between the Clearing Members equal to the difference between the value of the Matched Buyer Contract had the Clearing Member Notice been given to LCH SA on a timely basis and the value of such contract in the absence of such Clearing Member Notice having been given; such difference in value shall be determined as of the earlier of the day on which notice is given by any relevant Clearing Member that such amount is due and payable and the eighth Transaction Business Day following the Auction Settlement Date, No Auction Announcement Date or Auction Cancellation Date, as applicable, by reference to the relevant Auction Settlement Amount or end of day contributed prices, in each case if available.

(B) *Exercise Notices*

Where the relevant notice is an Exercise Notice, the relevant Clearing Members shall acquire rights as against each other as though party to a bilateral credit default swap transaction on the terms of the relevant Underlying Index Transaction. The Settlement Payment shall be due and payable two Transaction Business Days following the giving of a notice that such amount is due and payable.

If the Clearing Members have entered into such a transaction following the delivery of an Exercise Notice and those Clearing Members wish to clear such transaction through LCH SA, those Clearing Members will each need to submit such transaction for clearing as an Index Cleared Transaction pursuant to Part B of this CDS Clearing Supplement.

In each case, the relevant Clearing Members shall have enforcement rights as against each other pursuant to the Contracts (Rights of Third Parties) Act 1994 in respect of any resulting payments and deliveries; LCH SA shall have no liability in respect thereof.

8.5 **Failure to notify Matched Pairs**

Notwithstanding Section 5.3 (*Triggering of Swaption Restructuring Cleared Transactions*) or Section 6.3 (*Exercise of Exercise Cleared Transactions*), if LCH SA does not notify the relevant Clearing Members of Swaption Restructuring Matched Pairs and related information specified in Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs)* or of Exercise Matched Pairs and related information specified in Section 6.1 (*Creation and Notification of Exercise Matched Pairs*) by the SRMP Notification Deadline or the EMP Notification Deadline (as applicable):

(a) the relevant Clearing Members may deliver Exercise Notices, Abandonment Notices, Credit Event Notices and Notices to Exercise Movement Options in respect of their Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction (as applicable) to LCH SA, and vice versa; and

(b) the provisions of Section 8 (*Matched Pair Designations*) shall not apply and the terms of this CDS Clearing Supplement shall be construed accordingly.

8.6 **Disputes as to Notices**

If any Clearing Member comprised in a Matched Pair where one such party is acting as designee of LCH SA disputes the effective delivery in accordance with the terms of the relevant Cleared Transactions of any notice delivered directly between Clearing Members in accordance with this Section 7:

(a) LCH SA shall be entitled in accordance with the Procedures to calculate and call for Margin with respect to each such Clearing Member on the basis of the maximum requirement for such Clearing Member that could result from any foreseeable outcome of such dispute;

(b) following final resolution of such dispute by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures, the Clearing Members comprised in the relevant Matched Pair shall take such actions with respect to the affected Exercise Cleared Transactions or Swaption Restructuring Cleared Transactions, as the case may be, the subject of such dispute as LCH SA determines appropriate to give effect to any relevant binding resolution; and

(c) without prejudice to its obligations upon final resolution of the dispute, pending final resolution of any such dispute, LCH SA shall not be obliged to take any step pursuant to the terms of the relevant Exercise Cleared Transactions or Swaption Restructuring Cleared Transactions which would be required to have been taken by it had the relevant notice been validly delivered.

Each relevant Clearing Member must promptly notify LCH SA of any such disputes (in the form set out at Appendix V hereto).

9. MATCHED PAIR DESIGNATIONS

9.1 Creation of Matched Pairs

LCH SA will create Matched Pairs where required to do so pursuant to Section 5.1 (*Creation and Notification of Swaption Restructuring Matched Pairs)* and Section 6.1 (*Creation and Notification of Exercise Matched Pairs*) using a matching procedure that matches Swaption Sellers with Swaption Buyers pursuant to an algorithm incorporating the following principles:

(a) the procedure seeks to create Matched Pairs between the same Clearing Member to the extent it is possible to do so before creating Matched Pairs between different Clearing Members and, for this purpose, in the context of CCMs, the procedure will create Matched Pairs separately for CCMs and their CCM Clients (individually or together, depending on whether the CCM Client is a CCM Individual Segregated Account Client or a CCM Omnibus Segregated Account Client, as applicable) and Clearing Member will be construed accordingly;

(b) the procedure seeks to minimise the number of Matched Pairs (and accordingly, largest positions will be matched first);

(c) each Swaption Restructuring Matched Pair will, to the extent possible, have an aggregate Swaption Restructuring Matched Pair Amount which is an integral multiple of Euro 1,000,000, subject to a maximum of Euro 100,000,000;

(d) each Exercise Matched Pair will, to the extent possible, have an aggregate Exercise Matched Pair Amount which is an integral multiple of Euro 1,000,000, subject to a maximum of Euro 100,000,000;

(e) LCH SA will allocate a Matched Pair Amount to each Matched Pair such that:

(i) the sum of all Swaption Restructuring Matched Pair Amounts or Exercise Matched Pair Amounts (as applicable) of each Swaption Buyer under the

Swaption Restructuring Cleared Transactions or Exercise Cleared Transactions matched on the relevant date pursuant to this Section 8.1 is equal to the aggregate of the Swaption Notional Amounts of the Index Swaption Cleared Transactions to which such Swaption Buyer is a party which are to be matched on such date pursuant to this Section 8.1; and

(ii) the sum of all Swaption Restructuring Matched Pair Amounts or Exercise Matched Pair Amounts (as applicable) of each Swaption Seller under the Swaption Restructuring Cleared Transactions or Exercise Cleared Transactions matched on the relevant date pursuant to this Section 8.1 is equal to the aggregate of the Swaption Notional Amounts of the Index Swaption Cleared Transactions to which such Swaption Seller is a party which are to be matched on such date pursuant to this Section 8.1.

9.2 **Registration of new Swaption Restructuring Cleared Transactions and Exercise Cleared Transactions and Removal of original Index Swaption Cleared Transactions**

To the extent that any Swaption Restructuring Cleared Transaction created pursuant to Section 5.2 (*Creation of Swaption Restructuring Cleared Transaction)* or any Exercise Cleared Transaction created pursuant to Section 6.2 (*Creation of Exercise Cleared Transactions*) is not automatically registered in accordance with the DTCC Rules, LCH SA shall register such new Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction (as applicable) in the TIW in accordance with the DTCC Rules prior to 6.00 p.m. on the date on which the SRMP Notification Deadline or EMP Notification Deadline (as applicable) falls. In respect of CCMs and CCM Clients only, such registration by LCH SA shall also result in the automatic registration of any amendments made to the corresponding CCM Client Transactions.

In addition, LCH SA will, on behalf of the relevant Clearing Member, send an "Exit" message to the TIW in accordance with the DTCC Rules to terminate and remove the corresponding original Index Swaption Cleared Transactions from which such Swaption Restructuring Cleared Transactions or Exercise Cleared Transactions were created from the TIW prior to 10.00 p.m. on the date on which the SRMP Notification Deadline or EMP Notification Deadline (as applicable) falls.

9.3 **Resetting of Swaption Trade Date**

If LCH SA determines in respect of any Swaption Restructuring Cleared Transaction created pursuant to Section 5.2 (*Creation of Swaption Restructuring Cleared Transactions*) or any Exercise Cleared Transaction created pursuant to Section 6.2 (*Creation of Exercise Cleared Transactions*) that the Swaption Trade Date for such Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction would be after a DC Announcement Coverage Cut-off Date whereas the Swaption Trade Date for the Cleared Transaction(s) from which such Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction was created would have been prior to such DC Announcement Coverage Cut-off Date, LCH SA shall take such action as it deems necessary to ensure that such DC Credit Event Announcement is applicable to such Swaption Restructuring Cleared Transaction or Exercise

Cleared Transaction, including, without limitation, specifying an earlier Swaption Trade Date for such Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction.

9.4 **Matched Buyer and Seller Contracts**

(a) In respect of each Matched Buyer Contract which is the subject of a Matched Pair, LCH SA, pursuant to Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions (amended as set out at Section 2.3 (*Amendments to 2014 ISDA Credit Derivatives Definitions*)), as designator, shall be deemed to have designated Matched Seller in such Matched Pair as its designee to receive on its behalf from, and to deliver on its behalf to, Matched Buyer of the Matched Pair any applicable notices or certifications in accordance with the terms of the applicable Cleared Transaction (including, without limitation, Exercise Notices and Abandonment Notices).

(b) In respect of each Matched Seller Contract which is the subject of a Matched Pair, LCH SA, *pursuant* to Section 11.2(c)(iv) of the 2014 ISDA Credit Derivatives Definitions (as amended pursuant to Section 2.3 (*Amendments to 2014 ISDA Credit Derivatives Definitions*) above), as designator, shall be deemed to have designated Matched Buyer in such Matched Pair as its designee to receive on its behalf from, and to deliver on its behalf to, Matched Seller of the Matched Pair any applicable notices or certifications in accordance with the terms of the applicable Cleared Transaction (including, without limitation, Exercise Notices and Abandonment Notices).

9.5 **Exercise of Rights**

In relation to each Matched Pair:

(a) the exercise of any rights by Matched Buyer against LCH SA under a Matched Buyer Contract shall be deemed to constitute the exercise of equal and simultaneous rights by LCH SA against Matched Seller under the Matched Seller Contract of the relevant Matched Pair; and

(b) the exercise of any rights by Matched Seller against LCH SA under a Matched Seller Contract shall be deemed to constitute the exercise of equal and simultaneous rights by LCH SA against Matched Buyer under the Matched Buyer Contract of the relevant Matched Pair.

9.6 **Clearing Member matched with Itself**

In the event that Matched Buyer and Matched Seller of a Matched Pair pursuant to this Section 8 (*Matched Pair Designations*) is the same Clearing Member, such Clearing Member shall be deemed to have sent a notice from itself in its role as Matched Buyer to itself in its role as Matched Seller (and vice versa) upon such Clearing Member sending a Clearing Member Notice to LCH SA pursuant to Section 7.7(a) (*Duty to deliver Clearing Member Notices)* above in respect of such notice.

9.7 **Notices**

In relation to each Matched Pair:

(a) where Matched Buyer validly delivers or serves any notice to Matched Seller as designee of LCH SA in accordance with the terms of a relevant Matched Buyer Contract, such notice shall additionally be effective as a notice given by such Matched Buyer as designee of LCH SA to Matched Seller for the purposes of the relevant Matched Seller Contract; and

(b) where Matched Seller validly delivers or serves any notice to Matched Buyer as designee of LCH SA in accordance with the terms of a relevant Matched Seller Contract, such notice shall additionally be effective as a notice given by such Matched Seller as designee of LCH SA to Matched Buyer for the purposes of the relevant Matched Buyer Contract.

10. MANDATORY PROVISIONS FOR CCM CLIENT TRANSACTIONS

In Appendix VI, certain provisions are set-out (the "**Mandatory Provisions**") for incorporation into a CCM Client Transaction between a CCM and its CCM Client that corresponds to a CCM Client Cleared Transaction registered in the CCM Client Trade Account in the name of such CCM for such CCM Client. The CDS Clearing Supplement and these Mandatory Provisions have been drafted so as to complement each other.

LCH SA shall not be responsible for any loss suffered or expense incurred by a CCM or any CCM Client as a result of the inclusion or non-inclusion of the Mandatory Provisions in the CCM Client Transaction Documents.

11. AMENDMENTS

LCH SA may amend the provisions of this CDS Clearing Supplement (including, without limitation, the Mandatory Provisions) from time to time so as to comply with any legal or regulatory developments or any recommendations adopted by the industry in respect of CDS, Swaptions or Cleared Transactions or CCM Client Transactions, as applicable, or so as to reflect any technological advancements, in each case in accordance with the provisions of Section 1.2.2 (*Modification*) of Chapter 2 (*General Provisions*) of the CDS Clearing Rule Book.

12. FORMS OF NOTICES

A form of Exercise Notice, Abandonment Notice, Credit Event Notice, Notice to Exercise Movement Option, notice of dispute relating to any Matched Pair as contemplated by Section 7.11 (*Disputes as to Notices*) is set out in Appendix I, II, III, IV and V respectively hereto.

Any of the above referenced notices shall be delivered in substantially the form appended hereto, provided, for the avoidance of doubt, that such notices may refer to multiple transactions and may have certain firm-specific variations.

For the avoidance of doubt, the above referenced notices shall be governed by and construed in accordance with English law.

13. EXCLUSION OF LIABILITY

Without prejudice to the provisions of Article 1.2.10.3 of the CDS Clearing Rule Book:

(a) **No liability for Failure of Designee to perform in respect of Matched Pair**

Without prejudice to its obligations under or in respect of a Cleared Transaction, LCH SA shall not be liable for any loss or cost arising out of any failure of any Clearing Member comprised in a Matched Pair to perform its obligations as designee of LCH SA against a related Matched Buyer or Matched Seller, as applicable.

(b) **No liability for Fault of Third Party or Force Majeure**

LCH SA shall have no liability to any person where Swaption Restructuring Cleared Transactions or Exercise Cleared Transactions are not or are improperly created, Index Swaption Cleared Transactions, Swaption Restructuring Cleared Transactions or Exercise Cleared Transactions are not or are improperly terminated or where the Exercise process or the Movement Option process is not or is improperly implemented, because of a third party's fault or a force majeure event. In particular, LCH SA shall not incur any liability arising as a result of any action or omission of DTCC.

(c) **No Obligation to verify Notices received**

LCH SA shall have no responsibility to verify the contents of any notice received by it from any Clearing Member under the terms of any Cleared Transaction.

14. DISPUTE RESOLUTION

For the avoidance of doubt, all Disputes shall be referred to and finally resolved by arbitration or by litigation, as applicable, in accordance with the CDS Dispute Resolution Protocol, subject to the provisions of Sections 8 and 9 of the Procedures.

15. GOVERNING LAW

For the avoidance of doubt, the governing law applicable to this CDS Clearing Supplement (excluding the Mandatory Provisions to the extent that such terms are incorporated by reference in the CCM Client Transaction Documents entered into between a CCM and its CCM Client in respect of a CCM Client Transaction), the 2014 ISDA Credit Derivatives Definitions, the 2006 Definitions and any Cleared Transactions (and any related definitions or Clearing Notices issued in respect of the CDS Clearing Supplement, the 2014 ISDA Credit Derivatives Definitions, the 2006 Definitions or any Cleared Transactions) and any non-contractual obligations arising out of, relating to or having any connection with them shall be as set out in Section 1.2.14 (*Governing Law*) of the CDS Clearing Rule Book.

APPENDIX I: FORM OF EXERCISE NOTICE

To: [*Exercise Matched Pair Counterparty Address and Contact Information*]

[To/Copy to:]

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*Date*]

EXERCISE NOTICE:

Exercise Cleared Transaction Details: As set out in the Schedule hereto[1].

Reference is made to the Exercise Cleared Transaction[s] described in the Schedule hereto (the **Transaction[s]**). Capitalised terms used and not otherwise defined in this letter shall have the meanings given them in the confirmation of the relevant Transaction and in the CDS Clearing Documentation (as defined in such confirmation).

This letter is our Exercise Notice to you to confirm [our telephonic notice to you today] that we have elected to exercise our rights under the Transaction[s] as set out in the Schedule hereto.

Sincerely

[*Clearing Member*]

_____

Name:

Title:

[1] A single Exercise Notice may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Exercise Cleared Transaction Details

Exercise Matched Pair ID	**Underlying Index**	**Swaption Type**	**Expiration Date**	**Swaption Notional Amount / Original Notional Amount**	**Amount of Original Notional Amount exercised**
[●]	iTraxx® Europe [*index name*] Series [●] Version [●]	[Payer / Receiver]	[●]	[●]	[●]

The Underlying Index, Swaption Type and Swaption Notional Amount/Original Notional Amount for the Transaction[s] have been included in this Exercise Notice for identification purposes only. Any error in such items shall not invalidate this Exercise Notice and the Transaction[s] shall be exercised in the amount specified above notwithstanding any such error.

APPENDIX II: FORM OF ABANDONMENT NOTICE

To: [*Exercise Matched Pair Counterparty Address and Contact Information*]

[To/Copy to:]

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*Date*]

ABANDONMENT NOTICE:

Exercise Cleared Transaction Details: As set out in the Schedule hereto[2].

Reference is made to the Exercise Cleared Transaction[s] described in the Schedule hereto (the **Transaction[s]**). Capitalised terms used and not otherwise defined in this letter shall have the meanings given them in the confirmation of the relevant Transaction and in the CDS Clearing Documentation (as defined in such confirmation).

This letter is our Abandonment Notice to you to confirm [our telephonic notice to you today] that we have elected not to exercise our rights under the Transaction[s] and that the Transaction[s] shall instead be terminated in whole.

Sincerely

[*Clearing Member*]

_____

Name:

Title:

[2] A single Abandonment Notice may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Exercise Cleared Transaction Details

Exercise Matched Pair ID	**Underlying Index**	**Swaption Type**	**Expiration Date**	**Swaption Notional Amount / Original Notional Amount**
[●]	iTraxx® Europe [*index name*] Series [●] Version [●]	[Payer / Receiver]	[●]	[●]

The Underlying Index, Swaption Type and Swaption Notional Amount/Original Notional Amount for the Transaction[s] have been included in this Exercise Notice for identification purposes only. Any error in such items shall not invalidate this Abandonment Notice and the Transaction[s] shall be terminated pursuant to this Abandonment Notice notwithstanding any such error.

APPENDIX III: FORM OF CREDIT EVENT NOTICE

To: [*Swaption Restructuring Matched Pair Counterparty Address and Contact Information*]

[To/Copy to:]

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*Date*]

CREDIT EVENT NOTICE:

Swaption Restructuring Cleared Transaction Details: As set out in the Schedule hereto[3].

Reference is made to the Swaption Restructuring Cleared Transaction[s] described in the Schedule hereto (the **Transaction[s]**). Capitalised terms used and not otherwise defined in this letter shall have the meanings given them in the confirmation of the relevant Transaction and in the CDS Clearing Documentation (as defined in such confirmation).

This letter is our Credit Event Notice to you that an M(M)R Restructuring Credit Event occurred with respect to [*insert name of Reference Entity*] on or about [*insert date*], when [*describe Credit Event*].

Nothing in this letter shall be construed of a waiver of any rights we may have with respect to the Transaction.

Sincerely

[*Clearing Member*]

_____

Name:

Title:

[3] A single Credit Event Notice may be submitted for multiple trades in respect of the same Counterparty

SCHEDULE

Swaption Restructuring Cleared Transaction Details

[*Clearing Member*] acting as CDS Seller/Buyer	**Swaption Restructuring Matched Pair ID**	**Reference Entity**	**Swaption Trade Date**	**Triggered Amount**[4]
[Seller] [Buyer]	[●]	[●]	[●]	[●]

[4] Where different to the relevant SRMP Triggerable Amount

APPENDIX IV: FORM OF NOTICE TO EXERCISE MOVEMENT OPTION

To: [*Swaption Restructuring Matched Pair Counterparty Address and Contact Information*]

[To/Copy to:]

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*Date*]

Dear Sir/Madam

Notice to Exercise Movement Option

Swaption Restructuring Cleared Transaction Details: As set out in the Schedule hereto[5].

Reference is made to: (a) the Swaption Restructuring Cleared Transaction[s] described in the Schedule hereto (the **Transaction[s]**) between [ ], as Matched Seller, and [ ], as Matched Buyer; (b) the Credit Event Notice previously delivered to you on [*insert date*]; and (c) the occurrence of the No Auction Announcement Date on [*insert date*] pursuant to Section 6.11(b) or Section 6.11(c)(ii) of the 2014 ISDA Credit Derivatives Definitions (the **Definitions**).

This letter constitutes a Notice to Exercise Movement Option. Any capitalised term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the confirmation of the relevant Transaction and in the CDS Clearing Documentation (as defined in such confirmation) or, if no meaning is specified therein, in the Definitions.

We hereby exercise the Movement Option, confirm that the relevant transaction created from [each / the] Transaction[s] pursuant to section 7 (*Settlement*) of Part C of the CDS Clearing Supplement following exercise of the Transaction will be settled in accordance with the relevant Credit Derivatives Auction Settlement Terms specified in the column entitled "Auction Settlement Terms" corresponding to such Transaction in the Schedule hereto and require performance by you in accordance therewith.

Yours faithfully,

[*Matched Buyer/Matched Seller*]

_____

Name:

[5] A single Notice to Exercise Movement Option may be submitted for multiple trades in respect of the same Counterparty

Title:

SCHEDULE

Swaption Restructuring Cleared Transaction Details

Swaption Restructuring Matched Pair ID	Reference Entity	Swaption Trade Date	Auction Settlement Terms
[●]	[●]	[●]	[●]

APPENDIX V: FORM OF NOTICE OF DISPUTE RELATING TO ANY SWAPTION RESTRUCTURING / EXERCISE MATCHED PAIR

To:

LCH SA
18, rue du Quatre Septembre
75002 Paris
France
[*Contact details*]

[*Date*]

[Exercise Matched Pair ID: [●]] / [Swaption Restructuring Matched Pair ID: [●]]

Trade ID: [●]

Dear Sir/Madam

Notice of dispute relating to [*insert details of the relevant Exercise Matched Pairs / Swaption Restructuring Matched Pairs subject to a dispute*]

Reference is made to Section 7.11 (*Disputes as to Notices*) of Part C of the CDS Clearing Supplement. Defined terms shall have the meanings assigned to them in Part C of the CDS Clearing Supplement, unless otherwise defined herein.

In accordance with Section 7.11 (*Disputes as to Notices*) of Part C of the CDS Clearing Supplement, notice is hereby given of the following dispute(s):

[*insert details of Exercise Matched Pair(s) / Swaption Restructuring Matched Pair(s) affected and the relevant dispute*].

This notice (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.

Yours faithfully,

[*Matched Buyer*]/[*Matched Seller*]

_____

Name:

Title:

APPENDIX VI: CCM CLIENT TRANSACTION REQUIREMENTS

The following provisions (the "**Mandatory Provisions**") are to be incorporated into a CCM Client Transaction between a CCM and its CCM Client that corresponds to a CCM Client Cleared Transaction (which is an Index Swaption Cleared Transaction, a Swaption Restructuring Cleared Transaction or an Exercise Cleared Transaction) registered in the CCM Client Trade Account in the name of such CCM for such CCM Client. The terms of the corresponding CCM Client Cleared Transaction will be governed by Part C of the CDS Clearing Supplement. Part C of the CDS Clearing Supplement and these Mandatory Provisions have been drafted so as to complement each other.

LCH SA shall not be responsible for any loss suffered or expense incurred by a CCM or any CCM Client as a result of the inclusion in the CCM Client Transaction Documents of the requirements set-out in this Appendix VII.

The Mandatory Provisions, when they are incorporated into any CCM Client Transaction Documents, shall be governed by and construed in accordance with the governing law applicable to such CCM Client Transaction Documents of which they form part, or if different and applicable, in accordance with such CCM Client Transaction Documents, the governing law applicable to transactions entered into under such CCM Client Transaction Documents. The Mandatory Provisions shall be subject to such dispute resolution mechanisms and procedures and such courts or other forum for hearing disputes as are applicable in respect of such CCM Client Transaction Documents of which they form part. Each CCM and its CCM Client to which the Mandatory Provisions apply will waive any right to object to any such choice of law or proceedings on the basis of *forum non conveniens*, that the governing law or forum is not specified on the face of this document or otherwise.

1. ***Defined Terms***

Terms used in the Mandatory Provisions and not otherwise defined herein or in the iTraxx® Swaption Standard Terms Supplement as published on 20 March 2017 by Markit Indices Limited (the "**STS Supplement**"), the 2006 ISDA Definitions published by the International Swaps and Derivatives Association (the "**2006 Definitions**") or in the 2014 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association (the "**2014 ISDA Credit Derivatives Definitions**") shall have the meanings given to them in Part C of the CDS Clearing Supplement.

2. ***Terms of CCM Client Transactions***

2.1 *2006 Definitions and 2014 ISDA Credit Derivatives Definitions*

The definitions and provisions contained in the 2006 Definitions and in the 2014 ISDA Credit Derivatives Definitions are incorporated into each CCM Client Transaction.

2.2 *Premium Payment Date*

Notwithstanding anything to the contrary in the 2014 ISDA Credit Derivatives Definitions, if the Premium Payment Date specified in the CCM Client Transaction Documents in respect of any CCM Client Transaction is a date falling after the Clearing Day on which the Cleared Transactions related to such CCM Client Transaction are created by novation pursuant to Title III (*Clearing Operations*) of the CDS Clearing Rule Book, the Premium Payment Date in

respect of such CCM Client Transaction shall be deemed to be the Transaction Business Day which is also a Clearing Day immediately following the Clearing Day on which the Cleared Transactions relating to such CCM Client Transaction are created.

2.3 *Abandonment Notices*

On the Expiration Date, Swaption Buyer may notify Swaption Seller (which such notification may be given orally, including by telephone, if notices may generally be given orally pursuant to the terms of the CCM Client Transaction) that the CCM Client Transaction specified in such notice shall be terminated in whole and that no further amounts shall become due and payable by Swaption Buyer to Swaption Seller or vice versa in respect of such CCM Client Transaction and that notice will be deemed to be irrevocable (such notice, an "**Abandonment Notice**"). If applicable, Swaption Buyer will execute and deliver to Swaption Seller a written confirmation confirming the substance of any telephonic notice within one Exercise Business Day of that notice. Failure to provide that written confirmation will not affect the validity of the telephonic notice.

3. ***Additional CCM Client Transactions, Compression and Succession Events***

3.1 *Creation of Additional CCM Client Transactions*

Immediately following the creation of Matched Pairs by LCH SA pursuant to Section 8.1 (*Creation of Matched Pairs*) of the CDS Clearing Supplement, if a CCM Client Transaction has been specified to have been split into or replaced by two or more separate CCM Client Transactions in the TIW as a result of the creation of such Matched Pairs, such CCM Client Transaction shall be split into or terminated and replaced by two or more (as applicable) corresponding CCM Client Transactions. The Swaption Notional Amount of each such CCM Client Transaction (and the Original Notional Amount for the relevant Underlying Swap Transaction) shall correspond to the Swaption Notional Amount (and the Original Notional Amount) specified in TIW for such CCM Client Transaction.

3.2 *Reversal of Creation of Additional CCM Client Transactions*

If a CCM Client Transaction has been split into two or more CCM Client Transactions pursuant to Mandatory Provision 3.1 (*Creation of Additional CCM Client Transactions*) above and the relevant DC Credit Event Announcement in respect of a Restructuring Credit Event that led to the creation of the Matched Pairs is reversed such that Section 5.7 (*Reversal of DC Credit Event Announcements*) of Part C of the CDS Clearing Supplement applies, then, subject to Section 10.2(a)(i) of the 2014 ISDA Credit Derivatives Definitions and provided that no Subsequent Restructuring has occurred, any additional CCM Client Transactions created pursuant to Mandatory Provision 3.1 (*Creation of Additional CCM Client Transactions*) above shall be deemed not to have been created. Any Credit Event Notices delivered in connection with such CCM Client Transactions in relation to such Restructuring Credit Event shall be deemed to be ineffective.

3.3 *Compression of CCM Client Transactions*

If two or more CCM Client Transactions are specified in TIW to have been compressed into a single CCM Client Transaction pursuant to Chapter 3 (*Compression*) of Title III (*Clearing*

Operations) of the CDS Clearing Rule Book, such CCM Client Transactions shall be compressed into a single CCM Client Transaction with a Swaption Notional Amount (and an Original Notional Amount for the relevant Underlying Swap Transaction) equal to the aggregate Swaption Notional Amounts of the original CCM Client Transactions.

4. ***Validity of Notices***

Save if and as expressly stated to the contrary in the Mandatory Provisions, any notice delivered by a CCM Client to its CCM in respect of a CCM Client Transaction (including, without limitation, a Credit Event Notice, Notice to Exercise Movement Option or Exercise Notice) at a time or in a manner in which the CCM would not be permitted to deliver such a notice to LCH SA (or to a relevant Matched Buyer or Matched Seller as designee of LCH SA (as applicable)) in respect of the corresponding CCM Client Cleared Transaction pursuant to the terms of Part C of the CDS Clearing Supplement shall be deemed not to have been delivered.

5. ***Determination of Credit Events and Succession Events***

Notwithstanding any provision to the contrary:

(a) the Calculation Agent shall not make any determination in respect of any matter which is or may be subject to resolution under Sections 3.5 (*Successor Resolutions*) or 3.6 (*Substitute Reference Obligation Resolutions*) of the DC Rules; and

(b) neither party shall be entitled to deliver a Successor Notice or a Credit Event Notice (other than Credit Event Notices in relation to a Restructuring Credit Event in accordance with the terms of any CCM Client Transaction (including the Mandatory Provisions)).

6. ***Timings for the Delivery of Notices for CCM Client Transactions***

In this Mandatory Provision 6:

"**Swaption Restructuring CCM Client Buyer**" means a CCM Client that is party to a CCM Client Transaction and is protection buyer under the Underlying Swap Transaction for such CCM Client Transaction;

"**Swaption Restructuring CCM Client Seller**" means a CCM Client that is party to a CCM Client Transaction and is protection seller under the Underlying Swap Transaction for such CCM Client Transaction;

"**Swaption Restructuring CCM Buyer/Matched Seller**" means a CCM that is party to (a) a CCM Client Transaction and is protection buyer under the Underlying Swap Transaction for such CCM Client Transaction; and (b) a corresponding CCM Client Cleared Transaction and is protection seller under the Underlying Swap Transaction for such CCM Client Cleared Transaction; and

"**Swaption Restructuring CCM Seller/Matched Buyer**" means a CCM that is party to (a) a CCM Client Transaction and is protection seller under the Underlying Swap Transaction for such CCM Client Transaction; and (b) a corresponding CCM Client Cleared Transaction and is

protection buyer under the Underlying Swap Transaction for such CCM Client Cleared Transaction.

The following provisions shall solely be applicable in respect of a CCM Client Transaction between a Swaption Restructuring CCM Client Buyer and its Swaption Restructuring CCM Seller/Matched Buyer:

6.1 *Delivery of Notices by Swaption Restructuring CCM Client Buyer*

For the purposes of the delivery by Swaption Restructuring CCM Client Buyer of any notice in respect of a CCM Client Transaction (other than an Exercise Notice to which this Mandatory Provision 6 shall not apply), Section 1.38 (*Requirements Regarding Notices*) of the 2014 ISDA Credit Derivatives Definitions shall be amended so as to provide that, solely in respect of the final day on which such notice could validly be delivered pursuant to the terms of such CCM Client Transaction (including the Mandatory Provisions), any such notice shall be required to be delivered on or prior to 2:00 p.m. (Calculation Agent City time) in order to be effective.

A notice (including, without limitation, a Credit Event Notice or a Notice to Exercise Movement Option) delivered by Swaption Restructuring CCM Client Buyer after 2:00 p.m. (Calculation Agent City time) on the final day on which such notice could validly be delivered pursuant to the terms of the relevant CCM Client Transaction (including the Mandatory Provisions) shall be deemed not to have been delivered.

6.2 *Onward Delivery of Credit Event Notices and Notices to Exercise Movement Option by Swaption Restructuring CCM Seller/Matched Buyer to Matched Seller*

Any Credit Event Notice or Notice to Exercise Movement Option delivered by Swaption Restructuring CCM Client Buyer shall not be effective unless and until Swaption Restructuring CCM Seller/Matched Buyer effectively delivers the relevant equivalent notice to the relevant Matched Seller in respect of and pursuant to the terms of the corresponding Swaption Restructuring Cleared Transaction.

Swaption Restructuring CCM Seller/Matched Buyer undertakes to deliver such a notice to the relevant Matched Seller within two hours of its receipt of the equivalent notice from Swaption Restructuring CCM Client Buyer if such notice is received between 9:00 a.m. (Calculation Agent City time) and 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day. Any such notice received by Swaption Restructuring CCM Seller/Matched Buyer after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day. Any such notice received by Swaption Restructuring CCM Seller/Matched Buyer before 9:00 a.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on such Calculation Agent City Business Day. Any such notice delivered on a day that is not a Calculation Agent City Business Day shall be deemed to have been delivered at 9.00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day.

6.3 *Receipt of Credit Event Notices and Notices to Exercise Movement Option by Swaption Restructuring CCM Seller/Matched Buyer deemed to be Receipt by Swaption Restructuring CCM Client Buyer*

Any Credit Event Notice or Notice to Exercise Movement Option delivered by Matched Seller to Matched Buyer in respect of and pursuant to the terms of a Swaption Restructuring Cleared Transaction relating to a CCM Client Transaction between such Swaption Restructuring CCM Seller/Matched Buyer and Swaption Restructuring CCM Client Buyer shall be deemed to constitute simultaneous delivery by Swaption Restructuring CCM Seller/Matched Buyer to Swaption Restructuring CCM Client Buyer of such notice in respect of such CCM Client Transaction.

Swaption Restructuring CCM Seller/Matched Buyer undertakes to deliver such a notice to Swaption Restructuring CCM Client Buyer within two hours of its receipt of the equivalent notice from the relevant Matched Seller if such notice is received between 9:00 a.m. (Calculation Agent City time) and 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day. Any such notice received by Swaption Restructuring CCM Seller/Matched Buyer after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day. Any such notice received by Swaption Restructuring CCM Seller/Matched Buyer before 9:00 a.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on such Calculation Agent City Business Day. Any such notice delivered on a day that is not a Calculation Agent City Business Day shall be deemed to have been delivered at 9.00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day.

The following provision[s] shall solely be applicable in respect of a CCM Client Transaction between a Swaption Restructuring CCM Client Seller and its Swaption Restructuring CCM Buyer/Matched Seller:

6.4 *Delivery of Credit Event Notices and Notices to Exercise Movement Option by Swaption Restructuring CCM Client Seller*

For the purposes of the delivery by Swaption Restructuring CCM Client Seller of any Credit Event Notice or any Notice to Exercise Movement Option in respect of a CCM Client Transaction, Section 1.38 (*Requirements Regarding Notices*) of the 2014 ISDA Credit Derivatives Definitions shall be amended so as to provide that, solely in respect of the final day on which such notice could validly be delivered pursuant to the terms of such CCM Client Transaction (including the Mandatory Provisions), any such notice shall be required to be delivered on or prior to 2:00 p.m. (Calculation Agent City time) in order to be effective.

A Credit Event Notice or Notice to Exercise Movement Option delivered by Swaption Restructuring CCM Client Seller after 2:00 p.m. (Calculation Agent City time) on the final day on which such notice could validly be delivered pursuant to the terms of the relevant CCM Client Transaction (including the Mandatory Provisions) shall be deemed not to have been delivered.

6.5 *Onward Delivery of Credit Event Notices and Notices to Exercise Movement Option by Swaption Restructuring CCM Buyer/Matched Seller to Matched Buyer*

Any Credit Event Notice or Notice to Exercise Movement Option delivered by Swaption Restructuring CCM Client Seller shall not be effective unless and until Swaption Restructuring CCM Buyer/Matched Seller effectively delivers the relevant equivalent notice to the relevant Matched Buyer in respect of and pursuant to the terms of the corresponding Swaption Restructuring Cleared Transaction.

Swaption Restructuring CCM Buyer/Matched Seller undertakes to deliver such a notice to the relevant Matched Buyer within two hours of its receipt of the equivalent notice from Swaption Restructuring CCM Client Seller if such notice is received between 9:00 a.m. (Calculation Agent City time) and 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day. Any such notice received by Swaption Restructuring CCM Buyer/Matched Seller after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day. Any such notice received by Swaption Restructuring CCM Buyer/Matched Seller before 9:00 a.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on such Calculation Agent City Business Day. Any such notice delivered on a day that is not a Calculation Agent City Business Day shall be deemed to have been delivered at 9.00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day.

6.6 *Receipt of Credit Event Notices and Notices to Exercise Movement Option by Swaption Restructuring CCM Buyer/Matched Seller deemed to be Receipt by Swaption Restructuring CCM Client Seller*

Any Credit Event Notice or Notice to Exercise Movement Option which is delivered by Matched Buyer in respect of and pursuant to the terms of a Swaption Restructuring Cleared Transaction relating to a CCM Client Transaction between such Swaption Restructuring CCM Buyer/Matched Seller and Swaption Restructuring CCM Client Seller shall be deemed to constitute simultaneous delivery by Swaption Restructuring CCM Buyer/Matched Seller to Swaption Restructuring CCM Client Seller of such notice in respect of such CCM Client Transaction.

Swaption Restructuring CCM Buyer/Matched Seller undertakes to deliver such a notice to Swaption Restructuring CCM Client Seller within two hours of its receipt of the equivalent notice from the relevant Matched Buyer if such notice is received between 9:00 a.m. (Calculation Agent City time) and 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day. Any such notice received by Swaption Restructuring CCM Buyer/Matched Seller after 4:00 p.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day. Any such notice received by Swaption Restructuring CCM Buyer/Matched Seller before 9:00 a.m. (Calculation Agent City time) on a Calculation Agent City Business Day shall be deemed to have been received at 9:00 a.m. (Calculation Agent City time) on such Calculation Agent City Business Day. Any such notice delivered on a day that is not a Calculation Agent City Business Day shall be

deemed to have been delivered at 9.00 a.m. (Calculation Agent City time) on the following Calculation Agent City Business Day.

7. ***Timings for the Delivery of Exercise Notices for CCM Client Transactions***

In this Mandatory Provision 7:

"**CCM Client Swaption Buyer**" means a CCM Client that is party to a CCM Client Transaction and is swaption buyer under such CCM Client Transaction;

"**CCM Client Swaption Seller**" means a CCM Client that is party to a CCM Client Transaction and is swaption seller under such CCM Client Transaction;

"**CCM Swaption Buyer/Matched Seller**" means a CCM that is party to (a) a CCM Client Transaction and is swaption buyer under such CCM Client Transaction; and (b) a corresponding CCM Client Cleared Transaction and is swaption seller under such CCM Client Cleared Transaction; and

"**CCM Swaption Seller/Matched Buyer**" means a CCM that is party to (a) a CCM Client Transaction and is swaption seller under such CCM Client Transaction; and (b) a corresponding CCM Client Cleared Transaction and is swaption buyer under CCM Client Cleared Transaction.

The following provisions shall solely be applicable in respect of a CCM Client Transaction between a CCM Client Swaption Buyer and its CCM Swaption Seller/Matched Buyer:

7.1 *Delivery of Exercise Notice by CCM Client Swaption Buyer – Latest Exercise Time*

For the purposes of the delivery by CCM Client Swaption Buyer of an Exercise Notice in respect of a CCM Client Transaction, the Latest Exercise Time shall be 2:00 p.m. (London time).

7.2 *Delivery of Abandonment Notice by CCM Client Swaption Buyer*

For the purposes of the delivery by CCM Client Swaption Buyer of an Abandonment Notice in respect of a CCM Client Transaction, any such Abandonment Notice shall be required to be delivered on or prior to 2:00 p.m. (London time) in order to be effective.

7.3 *Onward Delivery of Exercise Notice or Abandonment Notice by CCM Swaption Seller/Matched Buyer to Matched Seller*

Any Exercise Notice or Abandonment Notice delivered by CCM Client Swaption Buyer shall not be effective unless and until CCM Swaption Seller/Matched Buyer effectively delivers the relevant equivalent Exercise Notice or Abandonment Notice to the relevant Matched Seller in respect of and pursuant to the terms of the corresponding Exercise Cleared Transaction.

CCM Swaption Seller/Matched Buyer undertakes to deliver such an Exercise Notice or Abandonment Notice to the relevant Matched Seller within two hours of its receipt of the equivalent notice from CCM Client Swaption Buyer.

The following provision shall solely be applicable in respect of a CCM Client Transaction between a CCM Client Swaption Seller and its CCM Swaption Buyer/Matched Seller:

7.4 *Receipt of Exercise Notice or Abandonment Notice by CCM Swaption Buyer/Matched Seller deemed to be Receipt by CCM Client Swaption Seller*

Any Exercise Notice or Abandonment Notice which is delivered by Matched Buyer to Matched Seller in respect of and pursuant to the terms of an Exercise Cleared Transaction relating to a CCM Client Transaction between such CCM Swaption Buyer/Matched Seller and CCM Client Swaption Seller shall be deemed to constitute simultaneous delivery by CCM Swaption Buyer/Matched Seller to CCM Client Swaption Seller of such a notice in respect of such CCM Client Transaction.

CCM Swaption Buyer/Matched Seller undertakes to deliver such an Exercise Notice or Abandonment Notice (as applicable) to CCM Client Swaption Seller within two hours of its receipt of the equivalent notice from the relevant Matched Buyer.

8. ***Settlement***

8.1 *Creation of Underlying Swap Transaction*

Following exercise of the CCM Client Transaction (and the related CCM Client Cleared Transaction) and upon creation of the Underlying Swap Transaction, such Underlying Swap Transaction shall constitute a CCM Client Transaction between the CCM and its CCM Client for the purposes of Part B of the CDS Clearing Supplement corresponding to the CCM Client Cleared Transaction registered in the CCM Client Trade Account in the name of the CCM for the CCM Client created pursuant to Section 7.1 (*Creation of Index Cleared Transactions*) of Part C of the CDS Clearing Supplement and governed following creation by Part B of the CDS Clearing Supplement. The provisions of Appendix XIII (*CCM Client Transaction Requirements*) of Part B of the CDS Clearing Supplement shall be deemed to be incorporated into the new CCM Client Transaction.

8.2 *Creation of Restructuring Single Name Transaction*

Following exercise of the CCM Client Transaction (and the related CCM Client Cleared Transaction), if any 'New Trade' is created pursuant to the provisions of sub-paragraph 5.2(b) (*Transfer and termination of Component Transactions*) of the Relevant Standard Terms Supplement (as defined in the STS Supplement) as a result of the occurrence of an M(M)R Restructuring Credit Event, such 'New Trade' shall constitute a CCM Client Transaction for the purposes of Part B of the CDS Clearing Supplement corresponding to the CCM Client Cleared Transaction registered in the CCM Client Trade Account in the name of the CCM for the CCM Client created pursuant to Section 7.3 (*Creation of Restructuring Cleared Transactions for Triggering and/or Settlement purposes*) or Section 7.4 (*Creation of Initial Single Name Cleared Transactions in respect of untriggered M(M)R Restructuring Credit Events*) of Part C of the CDS Clearing Supplement and governed following creation by Part B of the CDS Clearing Supplement. The provisions of Appendix XIII (*CCM Client Transaction Requirements*) of Part B of the CDS Clearing Supplement shall be deemed to be incorporated into the new CCM Client Transaction.

8.3 *Auction Settlement Date*

If an Event Determination Date has occurred in respect of a Credit Event for a Reference Entity referenced by the Underlying Swap Transaction in accordance with the 'Operation of each Underlying Swap Transaction' section of Part 4 (*Underlying Swap Transaction Terms*) of the STS Supplement, notwithstanding anything to the contrary in the STS Supplement the Auction Settlement Date for any such Event Determination Date will be deemed to be the later of (i) the Auction Settlement Date that would be determined in accordance with Section 6.3 of the 2014 Credit Derivatives Definitions and (ii) the Transaction Business Day immediately following the Expiration Date.

8.4 *Settlement Payment*

Notwithstanding anything to the contrary in the STS Supplement, the Settlement Payment (or the absolute value thereof, as applicable) shall be payable on the Transaction Business Day immediately following the Expiration Date.

9. ***Calculation Agent***

9.1 *Appointment of Calculation Agent*

The Calculation Agent in respect of any CCM Client Transaction shall be the CCM.

9.2 *Calculations and Determinations of Calculation Agent*

In the event that the Calculation Agent is entitled or required to make any calculation or determination in respect of a CCM Client Transaction in respect of a matter that has already been or will be determined in respect of and pursuant to the terms of the corresponding CCM Client Cleared Transaction, the Calculation Agent in respect of the CCM Client Transaction shall be obliged to make the same calculation or determination in respect of such CCM Client Transaction as the determination in respect of the corresponding CCM Client Cleared Transaction.

10. ***Amendments***

The Mandatory Provisions may be amended from time to time pursuant to Section 11 (*Amendments*) of Part C of the CDS Clearing Supplement. The parties agree that any amendments made to the Mandatory Provisions in accordance with Section 11 (*Amendments*) of Part C of the CDS Clearing Supplement shall be deemed to apply automatically to the CCM Client Transaction(s) with effect from the date of such amendment to the Mandatory Provisions.