

Required fields are shown with yellow backgrounds and asterisks.

Page 1 of * 753 SECURITIES AND EXCHANGE COMMISSION File No.* SR - 2017 - * 006
 WASHINGTON, D.C. 20549
 Form 19b-4 Amendment No. (req. for Amendments *)

Filing by Banque Centrale de Compensation
 Pursuant to Rule 19b-4 under the Securities Exchange Act of 1934

| | | | | | |
|-------------------------------------|---|--------------------------|--------------------------------------|--------------------------------------|------------------------------|
| Initial * | Amendment * | Withdrawal | Section 19(b)(2) * | Section 19(b)(3)(A) * | Section 19(b)(3)(B) * |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | Rule | | |
| Pilot | Extension of Time Period for Commission Action * | Date Expires * | <input type="checkbox"/> 19b-4(f)(1) | <input type="checkbox"/> 19b-4(f)(4) | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/> | <input type="checkbox"/> 19b-4(f)(2) | <input type="checkbox"/> 19b-4(f)(5) | |
| | | | <input type="checkbox"/> 19b-4(f)(3) | <input type="checkbox"/> 19b-4(f)(6) | |

| | |
|--|---|
| Notice of proposed change pursuant to the Payment, Clearing, and Settlement Act of 2010 | Security-Based Swap Submission pursuant to the Securities Exchange Act of 1934 |
| Section 806(e)(1) * | Section 806(e)(2) * |
| <input type="checkbox"/> | <input type="checkbox"/> |
| | Section 3C(b)(2) * |
| | <input type="checkbox"/> |

| | |
|---|---|
| Exhibit 2 Sent As Paper Document | Exhibit 3 Sent As Paper Document |
| <input type="checkbox"/> | <input type="checkbox"/> |

Description

Provide a brief description of the action (limit 250 characters, required when Initial is checked *).

LCH SA is submitting this proposed rule change with respect to amendments to LCH SA rule book and other procedures to incorporate terms and to make conforming and clarifying changes to allow options on index credit default swaps to be cleared by LCH SA

Contact Information

Provide the name, telephone number, and e-mail address of the person on the staff of the self-regulatory organization prepared to respond to questions and comments on the action.

First Name * Francois Last Name * Faure

Title * Chief Compliance Officer

E-mail * francois.faure@lch.com

Telephone * (000) 000-0000 Fax

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934,

has duly caused this filing to be signed on its behalf by the undersigned thereunto duly authorized.

(Title *)

Date 08/18/2017 Chief Compliance Officer

By Francois Faure

(Name *)

Francois FAURE, francois.faure@lch.com

NOTE: Clicking the button at right will digitally sign and lock this form. A digital signature is as legally binding as a physical signature, and once signed, this form cannot be changed.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

For complete Form 19b-4 instructions please refer to the EFFF website.

Form 19b-4 Information *

Add Remove View

The self-regulatory organization must provide all required information, presented in a clear and comprehensible manner, to enable the public to provide meaningful comment on the proposal and for the Commission to determine whether the proposal is consistent with the Act and applicable rules and regulations under the Act.

Exhibit 1 - Notice of Proposed Rule Change *

Add Remove View

The Notice section of this Form 19b-4 must comply with the guidelines for publication in the Federal Register as well as any requirements for electronic filing as published by the Commission (if applicable). The Office of the Federal Register (OFR) offers guidance on Federal Register publication requirements in the Federal Register Document Drafting Handbook, October 1998 Revision. For example, all references to the federal securities laws must include the corresponding cite to the United States Code in a footnote. All references to SEC rules must include the corresponding cite to the Code of Federal Regulations in a footnote. All references to Securities Exchange Act Releases must include the release number, release date, Federal Register cite, Federal Register date, and corresponding file number (e.g., SR-[SRO]-xx-xx). A material failure to comply with these guidelines will result in the proposed rule change being deemed not properly filed. See also Rule 0-3 under the Act (17 CFR 240.0-3)

Exhibit 1A- Notice of Proposed Rule Change, Security-Based Swap Submission, or Advance Notice by Clearing Agencies *

Add Remove View

The Notice section of this Form 19b-4 must comply with the guidelines for publication in the Federal Register as well as any requirements for electronic filing as published by the Commission (if applicable). The Office of the Federal Register (OFR) offers guidance on Federal Register publication requirements in the Federal Register Document Drafting Handbook, October 1998 Revision. For example, all references to the federal securities laws must include the corresponding cite to the United States Code in a footnote. All references to SEC rules must include the corresponding cite to the Code of Federal Regulations in a footnote. All references to Securities Exchange Act Releases must include the release number, release date, Federal Register cite, Federal Register date, and corresponding file number (e.g., SR-[SRO]-xx-xx). A material failure to comply with these guidelines will result in the proposed rule change, security-based swap submission, or advance notice being deemed not properly filed. See also Rule 0-3 under the Act (17 CFR 240.0-3)

Exhibit 2 - Notices, Written Comments, Transcripts, Other Communications

Add Remove View

Exhibit Sent As Paper Document

Copies of notices, written comments, transcripts, other communications. If such documents cannot be filed electronically in accordance with Instruction F, they shall be filed in accordance with Instruction G.

Exhibit 3 - Form, Report, or Questionnaire

Add Remove View

Exhibit Sent As Paper Document

Copies of any form, report, or questionnaire that the self-regulatory organization proposes to use to help implement or operate the proposed rule change, or that is referred to by the proposed rule change.

Exhibit 4 - Marked Copies

Add Remove View

The full text shall be marked, in any convenient manner, to indicate additions to and deletions from the immediately preceding filing. The purpose of Exhibit 4 is to permit the staff to identify immediately the changes made from the text of the rule with which it has been working.

Exhibit 5 - Proposed Rule Text

Add Remove View

The self-regulatory organization may choose to attach as Exhibit 5 proposed changes to rule text in place of providing it in Item I and which may otherwise be more easily readable if provided separately from Form 19b-4. Exhibit 5 shall be considered part of the proposed rule change.

Partial Amendment

Add Remove View

If the self-regulatory organization is amending only part of the text of a lengthy proposed rule change, it may, with the Commission's permission, file only those portions of the text of the proposed rule change in which changes are being made if the filing (i.e. partial amendment) is clearly understandable on its face. Such partial amendment shall be clearly identified and marked to show deletions and additions.

Form 19b-4 Information**Item 1. Text of Proposed Rule Change**

(a) Banque Centrale de Compensation, which conducts business under the name LCH SA (“**LCH SA**”), is proposing to amend its (i) CDS Clearing Rule Book (the “**Rule Book**”), (ii) CDS Clearing Supplement (the “**Clearing Supplement**”), (iii) CDS Clearing Procedures (the “**Procedures**”), and (iv) CDS Dispute Resolution Protocol (the “**Dispute Resolution Protocol**”), to incorporate terms and to make conforming and clarifying changes to allow options on index credit default swaps (“**CDS**”) to be cleared by LCH SA.¹ The text of the proposed rule change has been annexed as Exhibit 5. LCH SA has requested confidential treatment of the material submitted as Exhibit 5.4. A separate proposed rule change has been submitted concurrently (SR-LCH SA-2017-007) with respect to amendments to LCH SA’s margin methodology and default fund methodology to establish and define the risk framework needed to account for the risk of adding options on index CDS to the list of products eligible for clearing offered by CDSClear. The launch of clearing options on index CDS will be contingent on LCH SA’s receipt of all necessary regulatory approvals, including the approval by the Commission of the proposed rule change described herein and SR-LCH-SA-2017-007.

(b) Not applicable.

(c) Not applicable.

Item 2. Procedure of the Self-Regulatory Organization

LCH SA has completed all of the required action to be taken to approve the proposed rule change. The proposed rule change was approved by the Executive Risk

¹ Capitalized terms used but not defined herein shall have the meaning specified in the Rule Book, Clearing Supplement, Procedures, and Dispute Resolution Protocol, as applicable.

Committee of LCH SA on January 12, 2017, by the Risk Committee of LCH SA on January 19, 2017, and by the Board of Directors of LCH SA on February 8, 2017. No further approvals are necessary.

Questions should be addressed to François Faure, Chief Compliance Officer, at françois.faure@lch.com or +33 1 70 37 65 96; or Mohamed Meziane, Senior Regulatory Advisor, Compliance Department, at mohamed.meziane@lch.com or +33 1 70 37 65 62.

Item 3. Self-Regulatory Organization's Statement of Purpose, and Statutory Basis for, the Proposed Rule Change

(a) Purpose

The purpose of the proposed rule change is to revise LCH SA's rules and procedures to allow LCH SA to clear options on index CDS. An option on index CDS is a contract that gives the option buyer the right (and not the obligation) to enter into a specified index CDS contract (i.e., the underlying) with the option seller at a predefined exercise price called the strike. Upon the launch of clearing options on index CDS, LCH SA will provide central counterparty services for options on index CDS that are accepted for clearing and become the option seller for each option buyer and the option buyer for each option seller with respect to an option on index CDS novated by LCH SA.

The terms of the option contract on index CDS will provide the buyer the right to sell or buy protection on the underlying index CDS at expiry of the option. The index CDS resulting from the exercise of the option will be automatically cleared by LCH SA as the central counterparty. A credit event (including a restructuring event) may occur with respect to a constituent of an underlying index. If the credit event occurs before the option expiry, such credit event may affect the option buyer's decision regarding whether

to exercise the option upon expiry. On the other hand, if a credit event occurs after the buyer has exercised the option, a cleared index CDS contract has been created from the option exercise and the situation would be the same as a credit event occurring to any other index CDS contract currently cleared by LCH SA.

Initially, LCH SA proposes to include European index CDS currently cleared by CDSClear as the underlying, i.e., CDS on Markit iTraxx Europe Index and iTraxx Crossover Index, and may subsequently extend the underlying to include other index CDS contracts cleared by LCH SA, such as CDS on iTraxx Senior Financial Index, CDX NA IG, and CDX NA HY, subject to additional regulatory approvals, if necessary.

Each of the changes is described in further detail below.

i. Rule Book

a. Changes to Definitions

The Rule Book would be amended to add several new defined terms in order to accommodate the addition of options on index CDS to LCH SA's CDSClear services. Specifically, LCH SA proposes to add a definition for "Index Swaptions" as transactions which give the buyer the right to enter into a CDS referencing a portfolio of Reference Entities specified in a CDS index with a seller. The defined term "Index Swaption Buyer" would be added in the Rule Book to mean a Clearing Member that is party to an Index Swaption Cleared Transaction as buyer, and the term "Index Swaption Seller" would be added in the Rule Book to mean a Clearing Member that is party to an Index Swaption Cleared Transaction as seller. The defined term "Index Swaption Cleared Transaction" would be added in the Rule Book, and defined by reference to the Supplement (described below), to mean a Cleared Transaction which gives Swaption

Buyer the right to enter into a specified Underlying Index Transaction with Swaption Seller. The term “Index Swaption Cleared Transaction Confirmation” would also be added to the Rule Book, and defined by reference to the Clearing Supplement, to mean for any Index Swaption Cleared Transaction in respect of which the Underlying Index Transaction references a Series and versions 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, or such other form confirmation as may be adopted from time to time in accordance with the terms of the Rule Book. For the avoidance of doubt, the extension of the CDS Clearing Service to the clearing of swaptions referencing indices other than the Markit iTraxx Europe Index would require additional amendments to the CDS Clearing Supplement. Amendments to the to the Rule Book, the Procedures, and other risk methodology documentation could also be required to reflect risk changes applicable to the clearing of such new products. The defined term “Index Swaption Clearing Service” would be added to refer to the CDS Clearing Service to which a Clearing Member would elect to be registered under in order to be permitted to submit Index Swaptions for clearing by LCH SA. The term “Premium” would also be added to the Rule Book and defined by reference to the 2006 International Swaps and Derivatives Association (“ISDA”) definitions, which are also incorporated into the Rule Book definitions, to describe the premium paid in respect of Index Swaptions and, relatedly, Article 1.2.9.2 would be modified to specify that the payment of “Premium” to the relevant Index Swaption Seller is within the scope of obligations that LCH SA undertakes to perform as central counterparty.

Definitions for “CDS Intraday Transaction,” which would mean a CDS which has been entered into between two ATSS Participants and submitted for clearing through an Approved Trade Source System, and “Index Swaption Intraday Transaction,” which would mean an Index Swaption which has been entered into between two ATSS Participants and submitted for clearing through an Approved Trade Source System, would be added to clarify the distinction for the novation process applicable to CDS Intraday Transactions and Index Swaption Intraday Transactions set forth in Article 3.1.6.1 (described below).

The term “Exercise Cleared Transaction” would be added to the Rule Book, and defined by reference to the Clearing Supplement, to mean each Index Swaption Cleared Transaction (including each Swaption Restructuring Cleared Transaction, as applicable) forming part of a matched pair as part of the creation of a Cleared Transaction in the context of the exercise process. A definition for “Swaption Restructuring Cleared Transaction” would be added to the Rule Book, and defined by reference to the Clearing Supplement, to mean a Cleared Transaction created as a result of a Restructuring Credit Event. The term “Exercise Notice” would also be added to the Rule Book, and defined by reference to the Clearing Supplement, as the notice of exercise (in whole or in part) given by the Swaption Buyer to the Swaption Seller in accordance with Section 13.2 (Procedure for Exercise) of the 2006 Definitions. The term “EMP Creation Period” would be added to the Rule Book, and defined by reference to the Clearing Supplement, to mean 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.

The Rule Book would also include a reference for the definition of “Swaption Type,” which, as defined in the Clearing Supplement, would mean 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 relates), except in respect of trade date, notional amount, Premium, and Premium Payment Date and identity of the relevant Swaption Buyer and Swaption Seller.

The definition of “LCH Settlement Price” would be added to the Rule Book to account for the end-of-day pricing procedures added for Index Swaptions, as described below.

The substance of certain existing defined terms in the Rule Book would also be modified to incorporate terms for Index Swaptions. The definitions of “CCM Cleared Transaction” (*i.e.*, a CDS or an Index Swaption between LCH SA and a CCM acting either in its own name and for its own account (in respect of a House Cleared Transaction) or as commissionaire in its own name and for the account of a Client (in respect of a Client Cleared Transaction)) and “FCM Cleared Transaction” (*i.e.*, A CDS or an Index Swaption between LCH SA and an FCM Clearing Member as agent for the account of an FCM Client registered in the relevant FCM Client Trade Account of such FCM Clearing Member, or as principal for its own account, registered in the FCM House Trade Account of such FCM Clearing Member), would be amended to make clear that a CCM Cleared Transaction or an FCM Cleared Transaction, in addition to a CDS, would include an Index Swaption between LCH SA and a CCM or FCM Clearing Member, as applicable. The definition has been also amended to specify that a CCM Cleared

Transaction or an FCM Cleared Transactions could also result from the creation of (x) an “Exercise Cleared Transaction” or (y) a “Swaption Restructuring Cleared Transaction,” as described above. The definition of “End of Day Contributed Price” would be amended to distinguish end of day pricing for CDS (which is based upon, among other things, price/spread data provided by the Index Publisher) and Index Swaptions (which would be based upon, among other things, a clearing price determined by LCH SA), as described below. The definition of “House Trade Leg” would be amended to include any trade leg of an Index Swaption in respect of which a Clearing Member acts as Index Swaption buyer or Index Swaption seller. Similarly, the definition of “Client Trade Leg” would be modified to include any trade leg of an Index Swaption in respect of which a Client acts as Index Swaption buyer or Index Swaption seller.

The following defined terms in Chapter 1, Section 1.1.1 would also include conforming changes for Index Swaptions: “Cash Payment,” “CDS Buyer,” “CDS Clearing Documentation,” “CDS Clearing Service,” “CDS Client Clearing Agreement,” “CDS Client Clearing Services,” “CDS Seller,” “Extreme Market Developments,” “Index Publisher,” “Intraday Transaction,” and “Payment Failure,” and “Product Family.”

In addition to the foregoing changes, various other conforming and clarifying changes would be made throughout Title I (General Provisions & Legal Framework) to incorporate terms to accommodate Index Swaptions. Those conforming and clarifying changes are set forth in Articles 1.0.1.1, 1.0.1.3, 1.1.2.1, 1.1.3.8, 1.1.3.9, 1.2.2.6, 1.2.2.11, 1.2.9.2, 1.2.12.2, and 1.2.14.2

Separately, to provide additional clarification in respect of the cross-border aspects of its operations, LCH SA also proposes to include a definition for “U.S. CCM”

to mean a CCM that is not a Non-U.S. CCM. A “Non-U.S. CCM,” in turn, would be defined as a CCM that engages in securities business activities solely outside the United States, its territories or possessions (except as otherwise permitted under SEC regulation without triggering a requirement to be registered as a “broker” or “dealer” under the Exchange Act) or, in the context of a Transaction that is not a security-based swap, a CCM that is organized under the laws of, or has its main center of business located in, a jurisdiction other than the United States, its territories or possessions. LCH SA also proposes to amend the definition of “U.S. CCM Client” to mean a CCM Client that is not a Non-U.S. CCM Client. A “Non-U.S. CCM Client” would mean a CCM Client that is organized under the laws of, or has its main center of business located in, a jurisdiction other than the United States, its territories or possessions.

Finally, certain other changes to the following terms would be made to correct existing inconsistencies or to make clarifications: “Bank Recovery and Resolution Directive”, “Delegation”, “Insolvency Proceeding” and “Settlement Finality Directive.”

b. Membership

Article 2.2.0.4 would be amended and Article 2.2.0.6 would be added to specify the procedures for an Applicant to register for the Index Swaption Clearing Service. Article 2.2.0.4 would be amended to reflect that the Product Family Form of a Select Member may be updated in accordance with Clause 6.1 of the CDS Default Management Process, as described below. Article 2.2.0.6 would also provide that an Applicant or existing Clearing Member may elect to register for, or terminate its registration from, the Index Swaption Clearing Service and, if applicable, that such registration will be deemed to occur in accordance with Clause 6.1 of the CDS Default Management Process. As a

result of the addition of Index Swaptions, LCH SA also proposes to make conforming changes to Article 2.2.1.1 to reflect the addition of the Index Swaption Clearing Service.

c. Novation of Contracts

Article 3.1.6.1 would be amended to add a new Article 3.1.6.1(iv) to describe the novation process in respect of Original Transactions that are Index Swaption Intraday Transactions. Specifically, Article 3.1.6.1(iv) would provide that each Original Transaction which is an Index Swaption Intraday Transaction will be replaced by two Cleared Transactions: (a) a Cleared Transaction entered into between LCH SA (acting as Index Swaption seller in respect of such Cleared Transaction) and either: (x) in the event the Index Swaption buyer of the Original Transaction is a Clearing Member, such Clearing Member (acting as Index Swaption Buyer in respect of such Cleared Transaction); or (y) in the event the Index Swaption buyer of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as Index Swaption Buyer in respect of such Cleared Transaction), as applicable; and (b) a Cleared Transaction entered into between LCH SA (acting as Index Swaption buyer in respect of such Cleared Transaction) and either: (x) in the event the Index Swaption seller of the Original Transaction is a Clearing Member, such Clearing Member (acting as Index Swaption Seller in respect of such Cleared Transaction); or (y) in the event the Index Swaption seller of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as Index Swaption Seller in respect of such Cleared Transaction), as applicable. Various other conforming and clarifying changes would also be made Article 3.1.6.1 to add references for Index Swaptions. Existing Article 3.1.6.1(iv) would be renumbered as 3.1.6.1(v).

Article 3.1.6.4 currently provides that LCH SA will be entitled to assume that certain events (such as delivery of a Credit Event Notice or Notice of Physical Settlement) have not occurred prior to novation because these events would terminate a constituent of the index underlying the CDS contract submitted for clearing; similarly, it would be amended to clarify that such events include Notices to Exercise Movement Option and Exercise Notices with respect to Index Swaptions because delivery of such notices would signify expiry of the option contract submitted for clearing.

Article 3.2.2.3 would clarify that LCH SA would calculate a Clearing Member's Open Positions by netting Cleared Transactions of the same type, including the same Swaption Type, as applicable. Article 3.3.1.3 would be amended to clarify that following a Restructuring Credit Event, LCH SA may compress Index Swaption Cleared Transactions to result in one or more Cleared Transaction(s) *per* Swaption Type and to provide that during an EMP Creation Period, LCH SA may compress Index Swaption Cleared Transactions to result in one or more Exercise Cleared Transactions. Article 3.3.1.4 similarly would be amended to clarify that compression of Cleared Transactions would be done in the same CDS Type or Swaption Type, as applicable. Article 3.3.1.7, which also relates to compression, would be amended to specify that Premiums in respect of Index Swaptions will be netted and the Premiums for the Cleared Transactions resulting from the compression shall be determined by reference to the Cleared Transactions that were compressed.

Finally, LCH SA also would make conforming changes and corrections to Articles 3.1.6.8 and 3.1.10.7.

d. End of Day Pricing Determination

Section 4.2.7, which sets forth the procedures for calculating and using end of day pricing, would be amended to incorporate procedures for calculating end of day pricing for Index Swaptions. Article 4.2.7.1 would preserve the existing “Markit LCH Settlement Price” as the price/spread used to calculate the settlement prices for Index Cleared Transactions and Single Name Cleared Transactions on either an end of day or intra-day basis and add that LCH SA will use the “LCH Settlement Price” for purposes of calculating any risk calculation, valuing a Clearing Member’s Open Positions and calculating a Clearing Member’s Margin Requirements in respect of Index Swaptions. Article 4.2.7.2 would be amended to authorize each Clearing Member to use the “LCH Settlement Price” in respect of Index Swaptions in the same manner that Clearing Members are authorized to use the Markit LCH Settlement Price. Article 4.2.7.3, which includes a disclaimer of warranties and liabilities as to End of Day Contributed Prices, and Article 4.2.7.5, which provides that End of Day Contributed Prices are accepted “as is,” would each be amended to make clear that the disclaimers and limitations therein also apply to the LCH Settlement Price in respect of Index Swaptions. Article 4.2.7.6 would be amended to keep the Index Publisher as an intended third party beneficiary of Article 4.2.7.1 and Article 4.2.7.5 but only in respect of the Markit LCH Settlement Prices, not the newly-added LCH Settlement Prices that are calculated by LCH SA.

Articles 4.2.7.7 and 4.2.7.8 would also be amended to incorporate references for Index Swaptions and Article 4.2.7.5 would include a minor clarifying change for readability.

e. Client Clearing Service

Article 5.1.1.3, which constitutes the Mandatory Client Clearing Provisions, would be amended to incorporate references to Index Swaption Seller and Index Swaption Buyer along with references to CDS Buyer and CDS Seller. Other clarifications and corrections would also be made in Article 5.1.1.3, Article 5.1.2.2, and Article 6.1.1.3.

Article 6.4.1.1 would include one conforming change to clarify that Index Swaptions may be transferred in the same manner as CDS if, at any time, a liquidation date exists.

f. Default Management Process

Appendix 1 of the Rule Book sets forth the process in accordance with which LCH SA and its Default Management Group will manage the default of a Clearing Member (the “CDS Default Management Process”). The CDS Default Management Process would be amended in various places to incorporate terms for Index Swaptions. Clause 5.4.1 of the CDS Default Management Process, which provides for the scope of the requirement to participate in the competitive auction process for a Defaulting Clearing Member’s transactions, would be amended to provide that an Auction Participant that is not registered for the Index Swaption Clearing Service is not required to participate in Competitive Bidding for an Auction Package containing any Index Swaption Cleared Transactions. Clause 6.1.2 of the CDS Default Management Process would be amended to establish the procedures for registering winning bids that are Index Swaptions so that if a Clearing Member is not currently registered for the Index Swaption Clearing Service, the Clearing Member will become automatically registered for the Index Swaption

Clearing Service and its Product Family forms will be updated in accordance with Article 3.1.6.8 of the Rule Book. Clause 11.2.2 of the CDS Default Management Process would be amended to provide that of the five different members appointed as the CDS Default Management Group, at least two Clearing Members shall be registered for the Index Swaption Clearing Service.

Additional conforming and clarifying changes would also be made in the CDS Default Management Process. Three defined terms, “Invoice Back,” “Product Cash Payments” and “Transaction Categories,” would be amended to incorporate terms for Index Swaptions. Clause 5.6.3 of the CDS Default Management Process would be amended to clarify the calculation for adjusting the Initial Allocation Price and the allocation of the Auction Package in the event where the aggregate of each Non Bidder’s Auction Non Bidder Bid Size is equal to or greater than 100. Clause 8.3 of the CDS Default Management Process would also be amended to incorporate terms for Index Swaptions.

ii. Clearing Supplement

A new Part C would be added to the Clearing Supplement, to provide the terms of Index Swaption Cleared Transactions. The Index Swaption contracts would be based on the form of confirmation incorporating the iTraxx Swaption Standard Terms Supplement and reference the 2014 ISDA Credit Derivatives Definitions and the 2006 Definitions, with certain modifications. The Clearing Supplement is the document which sets forth the economic terms of the transactions cleared by LCH SA and the new Part C, in particular, would detail the economic terms that are particular to Index Swaption Cleared Transactions.

a. General Provisions

Section 1 of Part C sets forth general provisions of Index Swaption Cleared Transactions, including incorporation of defined terms by reference, definitions of capitalized terms, resolution of inconsistencies or conflicts between the documents governing Index Swaptions, timing references, third party rights, recording, and application of the CDS Clearing Supplement to FCM Clearing Members with respect to client transactions.

b. Terms of Cleared Transactions

Section 2 of Part C would provide for the creation of Index Swaption Cleared Transactions, Swaption Restructuring Cleared Transactions, and Exercise Cleared Transactions. As described above, an Index Swaption Cleared Transaction is 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. A Swaption Restructuring Cleared Transaction, in turn, is an Index Swaption Cleared Transaction forming part of an Swaption Restructuring Matched Pair, meaning a set of transactions created by LCH SA as a result of an ISDA Determinations Committee announcement of the occurrence of an M(M)R Restructuring Credit Event (as defined in the ISDA Credit Definitions) for a Reference Entity referenced by such Underlying Index Transaction. An Exercise Cleared Transaction is an Index Swaption Cleared Transaction (including each Swaption Restructuring Cleared Transaction, as applicable) forming part of an Exercise Matched Pair, meaning a set of transactions created by LCH SA as a result of LCH SA's matching process, as described below. Upon the novation of an Original Transaction which is an

Index Swaption or the creation of a Swaption Restructuring Cleared Transaction or an Exercise Cleared Transaction, Section 2 of Part C provides that each resulting Index Swaption Cleared Transaction and each such Swaption Restructuring Cleared Transaction and Exercise Cleared Transaction is then entered into by LCH SA and the relevant Clearing Member on the terms of the related Index Swaption Cleared Transaction Confirmation.

As noted above, an Index Swaption Cleared Transaction would be evidenced by an Index Swaption Cleared Transaction Confirmation, which, for an Underlying Index Transaction that references a Series of the Markit iTraxx® Europe Index, would be in the form of confirmation which incorporates the iTraxx® Swaption Standard Terms Supplement. Section 2 of Part C would make certain modifications to such form of confirmation to specify, for example, that the Index Swaption Cleared Transaction is between LCH SA and the Clearing Member, that the confirmation supplements and forms part of, and is subject to, the CDS Clearing Documentation, that LCH SA is the calculation agent for purposes of the transaction, and that LCH SA will be the central counterparty for each Index Swaption Cleared Transaction. The Index Swaption Cleared Transaction Confirmation would also provide additional terms regarding termination of the Swaption Transaction on the Expiration Date.

Section 2 of Part C also specifies procedures for compression exercises for Index Swaption Cleared Transactions. In addition, certain amendments to the 2014 ISDA Credit Derivatives Definitions would be made in order to enable LCH SA to designate a designee for delivering or receiving Credit Event Notices or Notices to Exercise Movement Option relating to an M(M)R Restructuring Credit Event.

c. Payments

Section 3 of Part C would set forth the payment obligations of each of LCH SA and each Clearing Member as well as the requirement to pay Premiums in respect of Index Swaption Cleared Transactions. Section 3.1 of Part C would provide that 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 and that 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). Section 3.2 of Part C would provide that 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, such amount would be payable under and in accordance with the terms of such Original Transaction. 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, 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

d. Credit Event and Succession Events

Section 4 of Part C would outline the requirements and procedures in the event of a Credit Event, Succession Event or M(M)R Restructuring Credit Event. With respect to Credit Events and Succession Events, Section 4.1 of Part C would provide that LCH SA (in its capacity as Calculation Agent with respect to such Cleared Transaction) will not make any determinations pursuant to the 2014 ISDA Credit Definitions on substituting reference obligations or which may be subject to successor resolutions of the ISDA Determinations Committee Rules and that 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, as described below). With respect to an M(M)R Restructuring Credit Event, Section 4.2 of Part C would provide that upon an ISDA Determinations Committee 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 may be subject to subsequent amendment by LCH SA, however, by means of a Clearing Notice to Clearing Members, to reflect subsequent ISDA Determinations Committee resolutions, timing provisions of any relevant Transaction Auction Settlement Terms, or in each case any subsequent amendments thereto. To the extent that an ISDA Determinations Committee Announcement is reversed, Section 4.3 of Part C would require LCH SA to calculate and

LCH SA would be entitled to call for margin and/or be obliged to return margin with respect to each Clearing Member.

e. Restructuring

Section 5 of Part C, entitled Restructuring, would set forth the requirements and procedures for the creation of Swaption Restructuring Matched Pairs, the triggering and partial triggering of Swaption Restructuring Cleared Transactions, and the notification requirements in respect of Swaption Restructuring Matched Pairs. Specifically, Section 5.1 of Part C would provide that following the occurrence of an ISDA Determinations Committee 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 and each such Swaption Restructuring Matched Pair shall be composed of two Swaption Restructuring Cleared Transactions.

Under Section 5.2 of Part C, 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.

Section 5.3 of Part C would provide when a Clearing Member may deliver Credit Event Notices (as CDS Buyer or CDS Seller) in relation to an M(M)R Restructuring Credit Event. Section 5.4 of Part C would address a partial triggering of a Swaption Restructuring Cleared Transaction. Section 5.5 of Part C would specify the requirements for delivering a Notice to Exercise Movement Option. Section 5.6 would set forth the effect of Credit Event Notices and Notices of Exercise Movement Options, providing that a 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 following exercise (if applicable). Section 5.7 of Part C would outline the procedures upon the reversal of an ISDA Determinations Committee M(M)R Restructuring Credit Event announcement. Section 5.8 of Part C would set forth the reports that LCH SA would deliver to relevant Clearing Members as a result of an M(M)R Restructuring Credit Event. Finally, Section 5.9 of Part C would set forth the procedures applicable upon the expiry of the CEN Triggering Period (*i.e.*, 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).

f. Exercise Matched Pairs

Section 6 of Part C would address the exercise of Matched Pairs, including the creation and notification of Exercise Matched Pairs, the creation of Exercise Cleared Transactions, the delivery of Exercise and Abandonment Notices, and Cleared Transaction Exercise Reports.

On each Transaction Business Day during the EMP Creation Period (*i.e.*, 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), LCH SA will create Exercise Matched Pairs for a set of Index Swaption Cleared Transactions of the same Swaption Type, and each such Exercise Matched Pair shall be composed of two Exercise Cleared Transactions. Upon the creation of an Exercise Matched Pair, LCH SA will then notify the relevant Matched Buyer and Matched Seller comprised within each Exercise Matched Pair of: (i) the identity of the other Clearing Member of such Exercise Matched Pair; and (ii) the associated Exercise Matched Pair Amount. Section 6.1 of Part C would also provide that if Swaption Restructuring Matched Pairs have previously been created, then 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 the Clearing Supplement.

Section 6.2 of Part C provides that 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.

Section 6.3 of Part C would provide that Exercise Notices will be delivered by Swaption Buyers to Swaption Sellers and that 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.

Section 6.4 of Part C would provide that 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.

Finally, Section 6.5 of Part C would provide that 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.

g. Settlement

Section 7 of Part C would address settlement, providing that 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 relates and evidenced by an Index Cleared Transaction Confirmation. Following the creation of such Index Cleared Transaction and any Initial Single Name Cleared Transaction(s) and Restructuring Cleared Transaction(s), the Exercise Cleared Transaction from which it was created shall be terminated. Section 7 would also provide procedures for the creation of Single Name Cleared Transactions following a Credit Event as well as creation of Restructuring Cleared Transactions following an M(M)R Restructuring Credit Event.

h. Notices

Section 8 of Part C would provide for general rules relating to notices, including the methods of delivery of various notices and the timing of delivery for such notices.

i. Matched Pair Designations

Section 9 of Part C would outline the procedures for the creation of Matched Pairs, the registration of new Swaption Restructuring Cleared Transactions and Exercise Cleared Transactions, resetting of Swaption Trade Dates, the exercise of rights by Matched Buyers and Matched Sellers, and Matched Pairs with the same clearing member. Section 9.1 of Part C would provide that LCH SA will create Matched Pairs using a matching procedure that matches Swaption Sellers with Swaption Buyers pursuant to an algorithm. Section 9.2 of Part C would address the registration of Swaption Restructuring Cleared Transactions and Exercise Cleared Transactions and removal of

original Index Swaption Cleared Transactions in accordance with DTCC Rules. Section 9.3 of Part C would provide the circumstances under which LCH SA may reset a Swaption Trade Date for Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction. Section 9.4 of Part C would set forth the notice mechanics with respect to applicable notices, including with respect to Exercise Notices and Abandonment Notices. Section 9.5 of Part C would provide that, in relation to each Matched Pair, (x) 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 (y) 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. To the extent that Matched Buyer and Matched Seller of a Matched Pair is the same Clearing Member, Section 9.6 would provide that 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. Section 9.7 of Part C would then set forth the notice mechanics with respect to Matched Pair Buyer and Matched Pair Sellers.

j. Miscellaneous

Sections 10 through 15 of Part C would contain miscellaneous provisions, including ones that relate to the mandatory provisions to be incorporated into CCM Client Transactions, amendments, form of notices, limitation and exclusion of liability, ~~5~~dispute

resolution, and governing law. The appendices to Part C would also include various forms, including the form of Exercise Notice (Appendix I), Abandonment Notice (Appendix II), Credit Event Notice (Appendix III), Notice to Exercise Movement Option (Appendix IV), Notice of Dispute Relating to Any Swaption Restructuring Exercise Matched Pair (Appendix V), and CCM Client Transaction Requirements (Appendix VI).

iii. CDS Clearing Procedures

Various changes to the Procedures would be made for Index Swaptions.

a. Membership

Section 1.1 of the Procedures sets forth the indicative timeline for LCH SA's processing of membership applications. Section 1.1 of the Procedures would be amended to clarify that an Applicant would be required to identify operational personnel with knowledge of Index Swaptions and that whether a Clearing Member's registration for the Index Swaption Clearing Service is approved will be specified in the LCH SA approval letter. Section 1.2 would be amended to state that if a Clearing Member wishes to register, or to be no longer registered, for the Index Swaption Clearing Service that Clearing Member must inform LCH SA and that LCH SA will notify the Clearing Member of its decision to register or terminate registration of the Clearing Member in respect of the Index Swaption Clearing Service. Section 1.2 of the Procedures would further provide that if a Clearing Member wishes to no longer be registered for the Index Swaption Clearing Service, LCH SA will not approve such a request as long as there is any Index Swaption Cleared Transaction registered in that Clearing Member's Account Structure.

b. Margin and Price Alignment Interest

Section 2.7 of the Procedures, which describes the Initial Margin collected by LCH SA, would be modified to include a reference to Index Swaptions and to clarify that Initial Margin covers potential costs caused by a Defaulting Clearing Member and/or a “double Event of Default,” in respect of which the Clearing Member is a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction. Sections 2.7(a) - (b) also include amendments for clarification purposes; Section 2.7(a) would note that Spread Margin would be calculated using spread and volatility variations; Section 2.7(b) would delete language for readability. Section 2.7(c) of the Procedures would be amended to refer to Index Swaption Cleared Transactions and to make clear the Short Charge Margin would be imposed where a Clearing Member is acting as a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction. Section 2.8 of the Procedures would be amended to specify that Self-Referencing Protection Margin would be imposed where a Clearing Member is acting as a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction, for which such Clearing Member is, or becomes, the Reference Entity. In Section 2.10 of the Procedures, changes would be made to specify that each Clearing Member acting as a protection buyer in respect of an Underlying Index Transaction of an Index Swaption Cleared Transaction where the exercise of that Index Swaption Cleared Transaction falls in the margin calculation time horizon would be required to pay Accrued Fixed Amount Liquidation Risk Margin, to cover the risk that it is subject to an Event of Default and accrued Fixed Amounts are due during the period that the relevant House Cleared Transactions or Non-Ported Cleared

Transactions, as applicable, are liquidated pursuant to the CDS Default Management Process. Section 2.11 of the Procedures, which relates to Credit Event Margin, would also be amended to specify that where a Credit Event occurs with respect to the Reference Entity which is the subject of the Cleared Transaction, each Clearing Member is required to pay Credit Event Margin to cover the risk of a potential adverse change in the estimated recovery rate, in the event of non-payment of Variation Margin by the Index Swaption Seller or Index Swaption Buyer in respect of an Index Swaption Cleared Transaction. Section 2.13 of the Procedures would also be amended to clarify that Variation Margin covers the variation of the market value of an Index Swaption.

c. Collateral and Cash Payment

Section 3.18 of the Procedures would be amended to state that a Clearing Member is required to pay Premiums to satisfy its Cash Payment obligation in respect of Index Swaptions.

d. Eligibility Requirements

Section 4.1 of the Procedures, which provides that LCH SA provides CDS Clearing Services only in relation to Original Transactions which comply with the requirements of Section 4.1(c) of the Procedures, would be modified to provide that in respect of an Original Transaction that is an Index Swaption Intraday Transaction, the Clearing Member must be registered for the Index Swaption Clearing Service. Section 4.1(c)(iii)(C) would also be added to identify the eligibility requirements for Index Swaption Intraday Transactions.

A new Section 4.4 of the Procedures would be added to detail the procedures and factors for LCH SA to identify those contracts which will be considered Eligible Index

Swaptions. Section 4.4 of the Procedures would require that LCH SA, in consultation with the CDSClear Product Committee, consider (i) each Expiration Date that is eligible for clearing; (ii) each Index Version of the Underlying Index Transaction which is eligible for clearing, as well as each term which is eligible for clearing and the currency of the Original Notional Amount which is eligible for clearing. Section 4.4(c) of the Procedures would also require that eligible Index Swaptions be published on LCH SA's website and Section 4.4(d) of the Procedures would permit LCH SA, in consultation with the CDSClear Product Committee, to amend the Eligible Index Swaptions List. Section 4.4(e)(~~viii~~) of the Procedures would identify the circumstances in which a Clearing Member may submit for clearing an Index Swaption that does not satisfy the relevant criteria in Section 4.1(c)(~~vi~~) of the Procedures if such transaction is a risk reducing transaction (as determined by LCH SA) in respect of a relevant Margin Account and it is not unlawful or illegal for LCH SA to accept such transaction for clearing.

e. CDS Clearing Operations

Section 5 of the Procedures, which addresses CDS clearing operations, would include various amendments to facilitate clearing of Index Swaptions. Section 5.5 of the Procedures would be modified to include a description of the trade compression process for Index Swaption Cleared Transactions. Section 5.8 of the Procedures sets forth the process and procedures to ensure that all Cleared Transactions are stored and replicated on LCH SA's systems. Additional events required to be recorded and stored would be added to the list of items in Section 5.8 of the Procedures, including the creation of Swaption Restructuring Cleared Transactions and Exercise Cleared Transactions as well as the exercise of Exercise Cleared Transactions. Section 5.16 of the Procedures would

be amended to require that LCH SA publish a Cleared Transaction Exercise Report.

Section 5.18.2 (b) of the Procedures would be amended to describe the process of the calculation of End of Day Contributed Prices in respect of Index Swaptions, which would include (i) the receipt and communication of market data from the Index Publisher, (ii) the application of a bid/ask constraint by LCH SA, with such values as defined by LCH SA from time to time, (iii) determination of a clearing price by LCH SA, and (iv) determination of any cross trades by LCH SA. Section 5.18.4 of the Procedures, relating to the use of data from an Index Publisher, would be modified to specify that if data is not received from the Index Publisher, LCH SA will use, with respect to Index Swaption Cleared Transactions, a computation of end of day contributed spreads and composite spreads for the purpose of calculating the Variation Margin Requirement for each Margin Account of a Clearing Member on the next following Business Day. Section 5.18.5 of the Procedures would then be amended to include a procedure for effecting cross trades where prices submitted by market participants in accordance with Section 5.18 do not reflect the quoted daily price for a particular Index Swaption. Finally, various other conforming and clarifying changes to refer to Index Swaptions would be made in Sections 5.3, 5.5, 5.12 and 5.16. Other amendments not related to Index Swaptions were made in Sections 5.11, 5.15 and 5.18.2 (a) for clarification purposes.

iv. Dispute Resolution Protocol

Section 3.10 of the Dispute Resolution Protocol, which establishes the procedures applicable to arbitration proceedings involving LCH SA, would be amended to specify that these procedures also apply if the parties to the arbitration include an Index Swaption

Seller or Index Swaption Buyer and if the dispute arises out of or in connection with the Cleared Transactions which are the subject of a Swaption Restructuring Matched Pair or Exercise Matched Pair.

(b) Statutory Basis

LCH SA believes that the proposed rule change and the clearing of Index Swaptions is consistent with the requirements of Section 17A of the Securities Exchange Act of 1934² (the “Act”) and the regulations thereunder, including the standards under Rule 17Ad-22.³ Section 17(A)(b)(3)(F) of the Act⁴ requires, among other things, that the rules of a clearing agency be designed to promote the prompt and accurate clearance and settlement of securities transactions and derivative agreements, contracts, and transactions. As noted above, the proposed rule change is designed to provide for the clearing of Index Swaptions. From the operational point of view, Index Swaptions would not require changes to the existing operational procedures and, upon being exercised, the resulting exercised cleared transactions will be cleared in the same manner as other index contracts, consistent with LCH SA’s operational arrangements. In addition, the proposed rule change, including amendments to Titles IV, V, and VI of the Rulebook, Part C of the Clearing Supplement, CDS Clearing Procedures, and Dispute Resolution Protocol will also clearly set forth the terms and conditions of Index Swaption Cleared Transactions, the payments to be made thereunder, the rules and procedures upon the occurrence of a Credit Event or Restructuring Event, the process

² 15 U.S.C. 78q-1.

³ 17 CFR 240.17Ad-22.

⁴ 15 U.S.C. 78q-1(b)(3)(F).

for settlement, the applicable documentation for Index Swaption Cleared Transactions, as well as the dispute resolution protocol. Therefore, LCH SA believes that the clearing of Index Swaptions and the related changes described herein are consistent with the prompt and accurate clearance and settlement of securities transactions and derivative agreements, contracts and transactions, in accordance with 17(A)(b)(3)(F) of the Act.⁵

In addition, the proposed amendments also satisfy the relevant requirements of Rule 17Ad-22 (e)(1), (13), and (18).⁶ Rule 17Ad-22(e)(1)⁷ requires that a clearing agency maintain a well-founded, clear, transparent, and enforceable legal basis for each aspect of its activities in all relevant jurisdictions. The proposed rule change would modify LCH SA's existing rules and procedures to clearly define the requirements for Index Swaptions and establish a legal framework for LCH SA to clear Index Swaptions. The proposed rule change would also make certain corrections and clarifying and conforming changes in the Rule Book. LCH SA therefore believes that the proposed rule change is consistent with the requirements of Rule 17Ad-22(e)(1).

Further, Rule 17Ad-22(e)(13) requires a covered clearing agency to establish, maintain, and enforce policies and procedures reasonably designed to ensure the covered clearing agency has the authority and operational capacity to take timely action to contain losses and liquidity demands and continue to meet its obligations. LCH SA will apply its existing default management policies and procedures for Index Swaptions, including the procedures for participation in a competitive auction process for a

⁵ 15 U.S.C. 78q-1(b)(3)(F).

⁶ 17 CFR 240.17Ad-22(e)(1), (4), (8), (12) (17), (18), and (22).

⁷ 17 CFR 240.17Ad-22(e)(1).

Defaulting Clearing Member's transactions and the appointment of at least two Clearing Members registered for the Index Swaption Clearing Service to be part of the five-member CDS Default Management Group, to allow LCH SA to take timely action to contain losses and liquidity demands, in accordance with 17Ad-22(e)(13).⁸

Finally, Rule 17Ad-22(e)(18) requires a covered clearing agency to have policies and procedures reasonably designed to establish objective, risk-based, and publicly disclosed criteria for participation, which permit fair and open access by direct, and where relevant, indirect participants and other financial market utilities, require participants to have sufficient financial resources and robust operational capacity to meet obligations arising from participation in clearing agency. As noted above, the proposed rule change would extend existing participation requirements to persons proposing to enter into Index Swaptions and make clear that such persons must have operational competence in respect of Index Swaptions. Therefore, LCH SA believes that the proposed rule change is consistent with the requirements of Rule 17Ad-22(e)(18).⁹ Further, the membership requirements applicable to persons proposing to enter into Index Swaptions are designed to identify persons with sufficient operational capacity and expertise in relation to Index Swaptions; such requirements or criteria apply to every and all persons applying to enter into Index Swaptions clearing service equally and, as such, are not designed to unfairly discriminate in the admission of

⁸ 17 CFR 240.17Ad-22(e)(13).

⁹ 17 CFR 240.17Ad-22(e)(18).

participants or among participants of LCH SA, in accordance with 17(A)(b)(3)(F) of the Act.¹⁰

Item 4. Self-Regulatory Organization's Statement on Burden on Competition

Section 17A(b)(3)(I) of the Act requires that the rules of a clearing agency not impose any burden on competition not necessary or appropriate in furtherance of the purposes of the Act.¹¹ LCH SA does not believe that its clearing of Index Swaptions will adversely affect competition in the trading market for those contracts or CDS generally. By allowing LCH SA to clear Index Swaptions, market participants will have additional choices on where to clear and which products to use for risk management purposes, which, in turn, will promote competition and further the development of CDS for risk management. In addition, LCH SA will apply its existing fair and open access criteria to the clearing of Index Swaptions and will apply the same criteria to every person who proposes to enter into the clearing of Index Swaptions. Such criteria are designed to identify persons with sufficient operational capacity and expertise in relation to Index Swaptions as part of the membership requirements that are necessary and appropriate for LCH SA to manage the risk arising from allowing persons to participate in Index Swaptions. Accordingly LCH SA does not believe that the proposed rule change will impose any burden on competition that is not necessary or appropriate in furtherance of the purposes of the Act.

Item 5. Self-Regulatory Organization's Statement on Comments on the Proposed Rule Change Received from Members, Participants or Others

¹⁰ 15 U.S.C. 78q-1(b)(3)(F).

¹¹ 15 U.S.C. 78q-1(b)(3)(I).

Written comments relating to the proposed rule change have not been solicited or received. LCH SA will notify the Commission of any written comments received by LCH SA.

Item 6. Extension of Time Period for Commission Action

LCH SA does not consent to the extension of the time period listed in Section 19(b)(2) of the Securities Exchange Act of 1934 for Commission action.

Item 7. Basis for Summary Effectiveness Pursuant to Section 19(b)(3) or for Accelerated Effectiveness Pursuant to Section 19(b)(2) or Section 19(b)(7)(D)

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Not applicable.

Item 8. Proposed Rule Change Based on Rules of Another Self-Regulatory Organization or the Commission

The proposed rule change is not based on the rules of another self-regulatory organization or the Commission.

Item 9. Security-Based Swap Submissions Filed Pursuant to Section 3C of the Act

Not applicable.

Item 10. Advance Notices Filed Pursuant to Section 806(e) of the Payment, Clearing and Settlement Supervision Act

Not applicable

Item 11. Exhibits

Exhibit 1A – Notice of proposed rule change for publication in the Federal Register.

Exhibit 5 – Text of the proposed rule change:

Exhibit 5.1 - CDS Clearing Rule Book.

Exhibit 5.2 - CDS Clearing Supplement.

Exhibit 5.3 - CDS Clearing Procedures.

Exhibit 5.4 - CDS Dispute Resolution Protocol. **Omitted and filed separately with the Commission. Confidential treatment of Exhibit 5 pursuant to 17 CFR 240.24b-2 being requested**

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Banque Centrale de Compensation has caused this filing to be signed on its behalf by the undersigned hereunto duly authorized.

BANQUE CENTRALE DE COMPENSATION

A handwritten signature in blue ink, appearing to read 'Faure', is written over a horizontal line.

By: _____

Francois Faure

Chief Compliance Officer

EXHIBIT 1A

SECURITIES AND EXCHANGE COMMISSION

(Release No. 34- ; File No. SR-LCH SA-2017-006)

[DATE]

Self-Regulatory Organizations; LCH SA; Proposed Rule Change Relating to Options on Index Credit Default Swaps

Pursuant to Section 19(b)(1) of the Securities Exchange Act of 1934 (“Act”)¹ and Rule 19b-4 thereunder² notice is hereby given that on _____, 2017, Banque Centrale de Compensation, which conducts business under the name LCH SA (“LCH SA”), filed with the Securities and Exchange Commission (“Commission”) the proposed rule change described in Items I, II and III below, which Items have been prepared primarily by LCH SA. The Commission is publishing this notice to solicit comments on the proposed rule change from interested persons.

I. Clearing Agency’s Statement of the Terms of Substance of the Proposed Rule Change

LCH SA is proposing to amend its (i) CDS Clearing Rule Book (the “Rule Book”), (ii) CDS Clearing Supplement (the “Clearing Supplement”), (iii) CDS Clearing Procedures (the “Procedures”), and (iv) CDS Dispute Resolution Protocol (the “Dispute Resolution Protocol”), to incorporate terms and to make conforming and clarifying changes to allow options on index credit default swaps (“CDS”) to be cleared by LCH SA.³

¹ 15 U.S.C. 78s(b)(1).

² 17 CFR 240.19b-4.

³ Capitalized terms used but not defined herein shall have the meaning specified in the Rule Book, Clearing Supplement, Procedures, and Dispute Resolution Protocol, as applicable.

II. Clearing Agency's Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change

In its filing with the Commission, LCH SA included statements concerning the purpose of and basis for the proposed rule change and discussed any comments it received on the proposed rule change. The text of these statements may be examined at the places specified in Item IV below. LCH SA has prepared summaries, set forth in sections A, B, and C below, of the most significant aspects of these statements.

A. Clearing Agency's Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change

1. Purpose

The purpose of the proposed rule change is to revise LCH SA's rules and procedures to allow LCH SA to clear options on index CDS. An option on index CDS is a contract that gives the option buyer the right (and not the obligation) to enter into a specified index CDS contract (i.e., the underlying) with the option seller at a predefined exercise price called the strike. Upon the launch of clearing options on index CDS, LCH SA will provide central counterparty services for options on index CDS that are accepted for clearing and become the option seller for each option buyer and the option buyer for each option seller with respect to an option on index CDS novated by LCH SA.

The terms of the option contract on index CDS will provide the buyer the right to sell or buy protection on the underlying index CDS at expiry of the option. The index CDS resulting from the exercise of the option will be automatically cleared by LCH SA as the central counterparty. A credit event (including a restructuring event) may occur with respect to a constituent of an underlying index. If the credit event occurs before the option expiry, such credit event may affect the option buyer's decision regarding whether

to exercise the option upon expiry. On the other hand, if a credit event occurs after the buyer has exercised the option, a cleared index CDS contract has been created from the option exercise and the situation would be the same as a credit event occurring to any other index CDS contract currently cleared by LCH SA.

Initially, LCH SA proposes to include European index CDS currently cleared by CDSClear as the underlying, i.e., CDS on Markit iTraxx Europe Index and iTraxx Crossover Index, and may subsequently extend the underlying to include other index CDS contracts cleared by LCH SA, such as CDS on iTraxx Senior Financial Index, CDX NA IG, and CDX NA HY, subject to additional regulatory approvals, if necessary.

Each of the changes is described in further detail below.

i. Rule Book

a. Changes to Definitions

The Rule Book would be amended to add several new defined terms in order to accommodate the addition of options on index CDS to LCH SA's CDSClear services. Specifically, LCH SA proposes to add a definition for "Index Swaptions" as transactions which give the buyer the right to enter into a CDS referencing a portfolio of Reference Entities specified in a CDS index with a seller. The defined term "Index Swaption Buyer" would be added in the Rule Book to mean a Clearing Member that is party to an Index Swaption Cleared Transaction as buyer, and the term "Index Swaption Seller" would be added in the Rule Book to mean a Clearing Member that is party to an Index Swaption Cleared Transaction as seller. The defined term "Index Swaption Cleared Transaction" would be added in the Rule Book, and defined by reference to the Supplement (described below), to mean a Cleared Transaction which gives Swaption

Buyer the right to enter into a specified Underlying Index Transaction with Swaption Seller. The term “Index Swaption Cleared Transaction Confirmation” would also be added to the Rule Book, and defined by reference to the Clearing Supplement, to mean for any Index Swaption Cleared Transaction in respect of which the Underlying Index Transaction references a Series and versions 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, or such other form confirmation as may be adopted from time to time in accordance with the terms of the Rule Book. For the avoidance of doubt, the extension of the CDS Clearing Service to the clearing of swaptions referencing indices other than the Markit iTraxx Europe Index would require additional amendments to the CDS Clearing Supplement. Amendments to the to the Rule Book, the Procedures, and other risk methodology documentation could also be required to reflect risk changes applicable to the clearing of such new products. The defined term “Index Swaption Clearing Service” would be added to refer to the CDS Clearing Service to which a Clearing Member would elect to be registered under in order to be permitted to submit Index Swaptions for clearing by LCH SA. The term “Premium” would also be added to the Rule Book and defined by reference to the 2006 International Swaps and Derivatives Association (“ISDA”) definitions, which are also incorporated into the Rule Book definitions, to describe the premium paid in respect of Index Swaptions and, relatedly, Article 1.2.9.2 would be modified to specify that the payment of “Premium” to the relevant Index Swaption Seller is within the scope of obligations that LCH SA undertakes to perform as central counterparty.

Definitions for “CDS Intraday Transaction,” which would mean a CDS which has been entered into between two ATSS Participants and submitted for clearing through an Approved Trade Source System, and “Index Swaption Intraday Transaction,” which would mean an Index Swaption which has been entered into between two ATSS Participants and submitted for clearing through an Approved Trade Source System, would be added to clarify the distinction for the novation process applicable to CDS Intraday Transactions and Index Swaption Intraday Transactions set forth in Article 3.1.6.1 (described below).

The term “Exercise Cleared Transaction” would be added to the Rule Book, and defined by reference to the Clearing Supplement, to mean each Index Swaption Cleared Transaction (including each Swaption Restructuring Cleared Transaction, as applicable) forming part of a matched pair as part of the creation of a Cleared Transaction in the context of the exercise process. A definition for “Swaption Restructuring Cleared Transaction” would be added to the Rule Book, and defined by reference to the Clearing Supplement, to mean a Cleared Transaction created as a result of a Restructuring Credit Event. The term “Exercise Notice” would also be added to the Rule Book, and defined by reference to the Clearing Supplement, as the notice of exercise (in whole or in part) given by the Swaption Buyer to the Swaption Seller in accordance with Section 13.2 (Procedure for Exercise) of the 2006 Definitions. The term “EMP Creation Period” would be added to the Rule Book, and defined by reference to the Clearing Supplement, to mean 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.

The Rule Book would also include a reference for the definition of “Swaption Type,” which, as defined in the Clearing Supplement, would mean 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 relates), except in respect of trade date, notional amount, Premium, and Premium Payment Date and identity of the relevant Swaption Buyer and Swaption Seller.

The definition of “LCH Settlement Price” would be added to the Rule Book to account for the end-of-day pricing procedures added for Index Swaptions, as described below.

The substance of certain existing defined terms in the Rule Book would also be modified to incorporate terms for Index Swaptions. The definitions of “CCM Cleared Transaction” (*i.e.*, a CDS or an Index Swaption between LCH SA and a CCM acting either in its own name and for its own account (in respect of a House Cleared Transaction) or as commissionaire in its own name and for the account of a Client (in respect of a Client Cleared Transaction)) and “FCM Cleared Transaction” (*i.e.*, A CDS or an Index Swaption between LCH SA and an FCM Clearing Member as agent for the account of an FCM Client registered in the relevant FCM Client Trade Account of such FCM Clearing Member, or as principal for its own account, registered in the FCM House Trade Account of such FCM Clearing Member), would be amended to make clear that a CCM Cleared Transaction or an FCM Cleared Transaction, in addition to a CDS, would include an Index Swaption between LCH SA and a CCM or FCM Clearing Member, as applicable. The definition has been also amended to specify that a CCM Cleared

Transaction or an FCM Cleared Transactions could also result from the creation of (x) an “Exercise Cleared Transaction” or (y) a “Swaption Restructuring Cleared Transaction,” as described above. The definition of “End of Day Contributed Price” would be amended to distinguish end of day pricing for CDS (which is based upon, among other things, price/spread data provided by the Index Publisher) and Index Swaptions (which would be based upon, among other things, a clearing price determined by LCH SA), as described below. The definition of “House Trade Leg” would be amended to include any trade leg of an Index Swaption in respect of which a Clearing Member acts as Index Swaption buyer or Index Swaption seller. Similarly, the definition of “Client Trade Leg” would be modified to include any trade leg of an Index Swaption in respect of which a Client acts as Index Swaption buyer or Index Swaption seller.

The following defined terms in Chapter 1, Section 1.1.1 would also include conforming changes for Index Swaptions: “Cash Payment,” “CDS Buyer,” “CDS Clearing Documentation,” “CDS Clearing Service,” “CDS Client Clearing Agreement,” “CDS Client Clearing Services,” “CDS Seller,” “Extreme Market Developments,” “Index Publisher,” “Intraday Transaction,” and “Payment Failure,” and “Product Family.”

In addition to the foregoing changes, various other conforming and clarifying changes would be made throughout Title I (General Provisions & Legal Framework) to incorporate terms to accommodate Index Swaptions. Those conforming and clarifying changes are set forth in Articles 1.0.1.1, 1.0.1.3, 1.1.2.1, 1.1.3.8, 1.1.3.9, 1.2.2.6, 1.2.2.11, 1.2.9.2, 1.2.12.2, and 1.2.14.2.

Separately, to provide additional clarification in respect of the cross-border aspects of its operations, LCH SA also proposes to include a definition for “U.S. CCM”

to mean a CCM that is not a Non-U.S. CCM. A “Non-U.S. CCM,” in turn, would be defined as a CCM that engages in securities business activities solely outside the United States, its territories or possessions (except as otherwise permitted under SEC regulation without triggering a requirement to be registered as a “broker” or “dealer” under the Exchange Act) or, in the context of a Transaction that is not a security-based swap, a CCM that is organized under the laws of, or has its main center of business located in, a jurisdiction other than the United States, its territories or possessions. LCH SA also proposes to amend the definition of “U.S. CCM Client” to mean a CCM Client that is not a Non-U.S. CCM Client. A “Non-U.S. CCM Client” would mean a CCM Client that is organized under the laws of, or has its main center of business located in, a jurisdiction other than the United States, its territories or possessions.

Finally, certain other changes to the following terms would be made to correct existing inconsistencies or to make clarifications: “Bank Recovery and Resolution Directive,” “Delegation”, “Insolvency Proceeding” and “Settlement Finality Directive.”

b. Membership

Article 2.2.0.4 would be amended and Article 2.2.0.6 would be added to specify the procedures for an Applicant to register for the Index Swaption Clearing Service. Article 2.2.0.4 would be amended to reflect that the Product Family Form of a Select Member may be updated in accordance with Clause 6.1 of the CDS Default Management Process, as described below. Article 2.2.0.6 would also provide that an Applicant or existing Clearing Member may elect to register for, or terminate its registration from, the Index Swaption Clearing Service and, if applicable, that such registration will be deemed to occur in accordance with Clause 6.1 of the CDS Default Management Process. As a

result of the addition of Index Swaptions, LCH SA also proposes to make conforming changes to Article 2.2.1.1 to reflect the addition of the Index Swaption Clearing Service.

c. Novation of Contracts

Article 3.1.6.1 would be amended to add a new Article 3.1.6.1(iv) to describe the novation process in respect of Original Transactions that are Index Swaption Intraday Transactions. Specifically, Article 3.1.6.1(iv) would provide that each Original Transaction which is an Index Swaption Intraday Transaction will be replaced by two Cleared Transactions: (a) a Cleared Transaction entered into between LCH SA (acting as Index Swaption seller in respect of such Cleared Transaction) and either: (x) in the event the Index Swaption buyer of the Original Transaction is a Clearing Member, such Clearing Member (acting as Index Swaption Buyer in respect of such Cleared Transaction); or (y) in the event the Index Swaption buyer of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as Index Swaption Buyer in respect of such Cleared Transaction), as applicable; and (b) a Cleared Transaction entered into between LCH SA (acting as Index Swaption buyer in respect of such Cleared Transaction) and either: (x) in the event the Index Swaption seller of the Original Transaction is a Clearing Member, such Clearing Member (acting as Index Swaption Seller in respect of such Cleared Transaction); or (y) in the event the Index Swaption seller of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as Index Swaption Seller in respect of such Cleared Transaction), as applicable. Various other conforming and clarifying changes would also be made Article 3.1.6.1 to add references for Index Swaptions. Existing Article 3.1.6.1(iv) would be renumbered as 3.1.6.1(v)

Article 3.1.6.4 currently provides that LCH SA will be entitled to assume that certain events (such as delivery of a Credit Event Notice or Notice of Physical Settlement) have not occurred prior to novation because these events would terminate a constituent of the index underlying the CDS contract submitted for clearing; similarly, it would be amended to clarify that such events include Notices to Exercise Movement Option and Exercise Notices with respect to Index Swaptions because delivery of such notices would signify expiry of the option contract submitted for clearing.

Article 3.2.2.3 would clarify that LCH SA would calculate a Clearing Member's Open Positions by netting Cleared Transactions of the same type, including the same Swaption Type, as applicable. Article 3.3.1.3 would be amended to clarify that following a Restructuring Credit Event, LCH SA may compress Index Swaption Cleared Transactions to result in one or more Cleared Transaction(s) *per* Swaption Type and to provide that during an EMP Creation Period, LCH SA may compress Index Swaption Cleared Transactions to result in one or more Exercise Cleared Transactions. Article 3.3.1.4 similarly would be amended to clarify that compression of Cleared Transactions would be done in the same CDS Type or Swaption Type, as applicable. Article 3.3.1.7, which also relates to compression, would be amended to specify that Premiums in respect of Index Swaptions will be netted and the Premiums for the Cleared Transactions resulting from the compression shall be determined by reference to the Cleared Transactions that were compressed.

Finally, LCH SA also would make conforming changes and corrections to Articles 3.1.6.8 and 3.1.10.7.

d. End of Day Pricing Determination

Section 4.2.7, which sets forth the procedures for calculating and using end of day pricing, would be amended to incorporate procedures for calculating end of day pricing for Index Swaptions. Article 4.2.7.1 would preserve the existing “Markit LCH Settlement Price” as the price/spread used to calculate the settlement prices for Index Cleared Transactions and Single Name Cleared Transactions on either an end of day or intra-day basis and add that LCH SA will use the “LCH Settlement Price” for purposes of calculating any risk calculation, valuing a Clearing Member’s Open Positions and calculating a Clearing Member’s Margin Requirements in respect of Index Swaptions. Article 4.2.7.2 would be amended to authorize each Clearing Member to use the “LCH Settlement Price” in respect of Index Swaptions in the same manner that Clearing Members are authorized to use the Markit LCH Settlement Price. Articles 4.2.7.3, which includes a disclaimer of warranties and liabilities as to End of Day Contributed Prices, and Article 4.2.7.5, which provides that End of Day Contributed Prices are accepted “as is,” would each be amended to make clear that the disclaimers and limitations therein also apply to the LCH Settlement Price in respect of Index Swaptions. Article 4.2.7.6 would be amended to keep the Index Publisher as an intended third party beneficiary of Article 4.2.7.1 and Article 4.2.7.5 but only in respect of the Markit LCH Settlement Prices, not the newly-added LCH Settlement Prices that are calculated by LCH SA.

Articles 4.2.7.7 and 4.2.7.8 would also be amended to incorporate references for Index Swaptions and Article 4.2.7.5 would include a minor clarifying change for readability.

e. Client Clearing Service

Article 5.1.1.3, which constitutes the Mandatory Client Clearing Provisions, would be amended to incorporate references to Index Swaption Seller and Index Swaption Buyer along with references to CDS Buyer and CDS Seller. Other clarifications and corrections would also be made in Article 5.1.1.3, Article 5.1.2.2, and Article 6.1.1.3.

Article 6.4.1.1 would include one conforming change to clarify that Index Swaptions may be transferred in the same manner as CDS if, at any time, a liquidation date exists.

f. Default Management Process

Appendix 1 of the Rule Book sets forth the process in accordance with which LCH SA and its Default Management Group will manage the default of a Clearing Member (the “CDS Default Management Process”). The CDS Default Management Process would be amended in various places to incorporate terms for Index Swaptions. Clause 5.4.1 of the CDS Default Management Process, which provides for the scope of the requirement to participate in the competitive auction process for a Defaulting Clearing Member’s transactions, would be amended to provide that an Auction Participant that is not registered for the Index Swaption Clearing Service is not required to participate in Competitive Bidding for an Auction Package containing any Index Swaption Cleared Transactions. Clause 6.1.2 of the CDS Default Management Process would be amended to establish the procedures for registering winning bids that are Index Swaptions so that if a Clearing Member is not currently registered for the Index Swaption Clearing Service, the Clearing Member will become automatically registered for the Index Swaption

Clearing Service and its Product Family forms will be updated in accordance with Article 3.1.6.8 of the Rule Book. Clause 11.2.2 of the CDS Default Management Process would be amended to provide that of the five different members appointed as the CDS Default Management Group, at least two Clearing Members shall be registered for the Index Swaption Clearing Service.

Additional conforming and clarifying changes would also be made in the CDS Default Management Process. Three defined terms, “Invoice Back,” “Product Cash Payments” and “Transaction Categories,” would be amended to incorporate terms for Index Swaptions. Clause 5.6.3 of the CDS Default Management Process would be amended to clarify the calculation for adjusting the Initial Allocation Price and the allocation of the Auction Package in the event where the aggregate of each Non Bidder’s Auction Non Bidder Bid Size is equal to or greater than 100. Clause 8.3 of the CDS Default Management Process would also be amended to incorporate terms for Index Swaptions.

ii. Clearing Supplement

A new Part C would be added to the Clearing Supplement, to provide the terms of Index Swaption Cleared Transactions. The Index Swaption contracts would be based on the form of confirmation incorporating the iTraxx Swaption Standard Terms Supplement and reference the 2014 ISDA Credit Derivatives Definitions and the 2006 Definitions, with certain modifications. The Clearing Supplement is the document which sets forth the economic terms of the transactions cleared by LCH SA and the new Part C, in particular, would detail the economic terms that are particular to Index Swaption Cleared Transactions.

a. General Provisions

Section 1 of Part C sets forth general provisions of Index Swaption Cleared Transactions, including incorporation of defined terms by reference, definitions of capitalized terms, resolution of inconsistencies or conflicts between the documents governing Index Swaptions, timing references, third party rights, recording, and application of the CDS Clearing Supplement to FCM Clearing Members with respect to client transactions.

b. Terms of Cleared Transactions

Section 2 of Part C would provide for the creation of Index Swaption Cleared Transactions, Swaption Restructuring Cleared Transactions, and Exercise Cleared Transactions. As described above, an Index Swaption Cleared Transaction is 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. A Swaption Restructuring Cleared Transaction, in turn, is an Index Swaption Cleared Transaction forming part of an Swaption Restructuring Matched Pair, meaning a set of transactions created by LCH SA as a result of an ISDA Determinations Committee announcement of the occurrence of an M(M)R Restructuring Credit Event (as defined in the ISDA Credit Definitions) for a Reference Entity referenced by such Underlying Index Transaction. An Exercise Cleared Transaction is an Index Swaption Cleared Transaction (including each Swaption Restructuring Cleared Transaction, as applicable) forming part of an Exercise Matched Pair, meaning a set of transactions created by LCH SA as a result of LCH SA's matching process, as described below. Upon the novation of an Original Transaction which is an

Index Swaption or the creation of a Swaption Restructuring Cleared Transaction or an Exercise Cleared Transaction, Section 2 of Part C provides that each resulting Index Swaption Cleared Transaction and each such Swaption Restructuring Cleared Transaction and Exercise Cleared Transaction is then entered into by LCH SA and the relevant Clearing Member on the terms of the related Index Swaption Cleared Transaction Confirmation.

As noted above, an Index Swaption Cleared Transaction would be evidenced by an Index Swaption Cleared Transaction Confirmation, which, for an Underlying Index Transaction that references a Series of the Markit iTraxx® Europe Index, would be in the form of confirmation which incorporates the iTraxx® Swaption Standard Terms Supplement. Section 2 of Part C would make certain modifications to such form of confirmation to specify, for example, that the Index Swaption Cleared Transaction is between LCH SA and the Clearing Member, that the confirmation supplements and forms part of, and is subject to, the CDS Clearing Documentation, that LCH SA is the calculation agent for purposes of the transaction, and that LCH SA will be the central counterparty for each Index Swaption Cleared Transaction. The Index Swaption Cleared Transaction Confirmation would also provide additional terms regarding termination of the Swaption Transaction on the Expiration Date

Section 2 of Part C also specifies procedures for compression exercises for Index Swaption Cleared Transactions. In addition, certain amendments to the 2014 ISDA Credit Derivatives Definitions would be made in order to enable LCH SA to designate a designee for delivering or receiving Credit Event Notices or Notices to Exercise Movement Option relating to an M(M)R Restructuring Credit Event.

c. Payments

Section 3 of Part C would set forth the payment obligations of each of LCH SA and each Clearing Member as well as the requirement to pay Premiums in respect of Index Swaption Cleared Transactions. Section 3.1 of Part C would provide that 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 and that 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). Section 3.2 of Part C would provide that 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, such amount would be payable under and in accordance with the terms of such Original Transaction. 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, 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.

d. Credit Event and Succession Events

Section 4 of Part C would outline the requirements and procedures in the event of a Credit Event, Succession Event or M(M)R Restructuring Credit Event. With respect to Credit Events and Succession Events, Section 4.1 of Part C would provide that LCH SA (in its capacity as Calculation Agent with respect to such Cleared Transaction) will not make any determinations pursuant to the 2014 ISDA Credit Definitions on substituting reference obligations or which may be subject to successor resolutions of the ISDA Determinations Committee Rules and that 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, as described below). With respect to an M(M)R Restructuring Credit Event, Section 4.2 of Part C would provide that upon an ISDA Determinations Committee 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 may be subject to subsequent amendment by LCH SA, however, by means of a Clearing Notice to Clearing Members, to reflect subsequent ISDA Determinations Committee resolutions, timing provisions of any relevant Transaction Auction Settlement Terms, or in each case any subsequent amendments thereto. To the extent that an ISDA Determinations Committee Announcement is reversed, Section 4.3 of Part C would require LCH SA to calculate and

LCH SA would be entitled to call for margin and/or be obliged to return margin with respect to each Clearing Member.

e. Restructuring

Section 5 of Part C, entitled Restructuring, would set forth the requirements and procedures for the creation of Swaption Restructuring Matched Pairs, the triggering and partial triggering of Swaption Restructuring Cleared Transactions, and the notification requirements in respect of Swaption Restructuring Matched Pairs. Specifically, Section 5.1 of Part C would provide that following the occurrence of an ISDA Determinations Committee 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 and each such Swaption Restructuring Matched Pair shall be composed of two Swaption Restructuring Cleared Transactions.

Under Section 5.2 of Part C, 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.

Section 5.3 of Part C would provide when a Clearing Member may deliver Credit Event Notices (as CDS Buyer or CDS Seller) in relation to an M(M)R Restructuring Credit Event. Section 5.4 of Part C would address a partial triggering of a Swaption Restructuring Cleared Transaction. Section 5.5 of Part C would specify the requirements for delivering a Notice to Exercise Movement Option. Section 5.6 would set forth the effect of Credit Event Notices and Notices of Exercise Movement Options, providing that a 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 following exercise (if applicable). Section 5.7 of Part C would outline the procedures upon the reversal of an ISDA Determinations Committee M(M)R Restructuring Credit Event announcement. Section 5.8 of Part C would set forth the reports that LCH SA would deliver to relevant Clearing Members as a result of an M(M)R Restructuring Credit Event. Finally, Section 5.9 of Part C would set forth the procedures applicable upon the expiry of the CEN Triggering Period (*i.e.*, 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).

f. Exercise Matched Pairs

Section 6 of Part C would address the exercise of Matched Pairs, including the creation and notification of Exercise Matched Pairs, the creation of Exercise Cleared Transactions, the delivery of Exercise and Abandonment Notices, and Cleared Transaction Exercise Reports.

On each Transaction Business Day during the EMP Creation Period (*i.e.*, 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), LCH SA will create Exercise Matched Pairs for a set of Index Swaption Cleared Transactions of the same Swaption Type, and each such Exercise Matched Pair shall be composed of two Exercise Cleared Transactions. Upon the creation of an Exercise Matched Pair, LCH SA will then notify the relevant Matched Buyer and Matched Seller comprised within each Exercise Matched Pair of: (i) the identity of the other Clearing Member of such Exercise Matched Pair; and (ii) the associated Exercise Matched Pair Amount. Section 6.1 of Part C would also provide that if Swaption Restructuring Matched Pairs have previously been created, then 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 the Clearing Supplement.

Section 6.2 of Part C provides that 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.

Section 6.3 of Part C would provide that Exercise Notices will be delivered by Swaption Buyers to Swaption Sellers and that 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.

Section 6.4 of Part C would provide that 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.

Finally, Section 6.5 of Part C would provide that 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.

g. Settlement

Section 7 of Part C would address settlement, providing that 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 relates and evidenced by an Index Cleared Transaction Confirmation. Following the creation of such Index Cleared Transaction and any Initial Single Name Cleared Transaction(s) and Restructuring Cleared Transaction(s), the Exercise Cleared Transaction from which it was created shall be terminated. Section 7 would also provide procedures for the creation of Single Name Cleared Transactions following a Credit Event as well as creation of Restructuring Cleared Transactions following an M(M)R Restructuring Credit Event.

h. Notices

Section 8 of Part C would provide for general rules relating to notices, including the methods of delivery of various notices and the timing of delivery for such notices.

i. Matched Pair Designations

Section 9 of Part C would outline the procedures for the creation of Matched Pairs, the registration of new Swaption Restructuring Cleared Transactions and Exercise Cleared Transactions, resetting of Swaption Trade Dates, the exercise of rights by Matched Buyers and Matched Sellers, and Matched Pairs with the same clearing member. Section 9.1 of Part C would provide that LCH SA will create Matched Pairs using a matching procedure that matches Swaption Sellers with Swaption Buyers pursuant to an algorithm. Section 9.2 of Part C would address the registration of Swaption Restructuring Cleared Transactions and Exercise Cleared Transactions and removal of

original Index Swaption Cleared Transactions in accordance with DTCC Rules. Section 9.3 of Part C would provide the circumstances under which LCH SA may reset a Swaption Trade Date for Swaption Restructuring Cleared Transaction or Exercise Cleared Transaction. Section 9.4 of Part C would set forth the notice mechanics with respect to applicable notices, including with respect to Exercise Notices and Abandonment Notices. Section 9.5 of Part C would provide that, in relation to each Matched Pair, (x) 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 (y) 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. To the extent that Matched Buyer and Matched Seller of a Matched Pair is the same Clearing Member, Section 9.6 would provide that 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. Section 9.7 of Part C would then set forth the notice mechanics with respect to Matched Pair Buyer and Matched Pair Sellers.

j. Miscellaneous

Sections 10 through 15 of Part C would contain miscellaneous provisions, including ones that relate to the mandatory provisions to be incorporated into CCM Client Transactions, amendments, form of notices, limitation and exclusion of liability, dispute

resolution, and governing law. The appendices to Part C would also include various forms, including the form of Exercise Notice (Appendix I), Abandonment Notice (Appendix II), Credit Event Notice (Appendix III), Notice to Exercise Movement Option (Appendix IV), Notice of Dispute Relating to Any Swaption Restructuring Exercise Matched Pair (Appendix V), and CCM Client Transaction Requirements (Appendix VI).

iii. CDS Clearing Procedures

Various changes to the Procedures would be made for Index Swaptions.

a. Membership

Section 1.1 of the Procedures sets forth the indicative timeline for LCH SA's processing of membership applications. Section 1.1 of the Procedures would be amended to clarify that an Applicant would be required to identify operational personnel with knowledge of Index Swaptions and that whether a Clearing Member's registration for the Index Swaption Clearing Service is approved will be specified in the LCH SA approval letter. Section 1.2 would be amended to state that if a Clearing Member wishes to register, or to be no longer registered, for the Index Swaption Clearing Service that Clearing Member must inform LCH SA and that LCH SA will notify the Clearing Member of its decision to register or terminate registration of the Clearing Member in respect of the Index Swaption Clearing Service. Section 1.2 of the Procedures would further provide that if a Clearing Member wishes to no longer be registered for the Index Swaption Clearing Service, LCH SA will not approve such a request as long as there is any Index Swaption Cleared Transaction registered in that Clearing Member's Account Structure.

b. Margin and Price Alignment Interest

Section 2.7 of the Procedures, which describes the Initial Margin collected by LCH SA, would be modified to include a reference to Index Swaptions and to clarify that Initial Margin covers potential costs caused by a Defaulting Clearing Member and/or a “double Event of Default,” in respect of which the Clearing Member is a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction. Sections 2.7(a) - (b) also include amendments for clarification purposes; Section 2.7(a) would note that Spread Margin would be calculated using spread and volatility variations; Section 2.7(b) would delete language for readability. Section 2.7(c) of the Procedures would be amended to refer to Index Swaption Cleared Transactions and to make clear the Short Charge Margin would be imposed where a Clearing Member is acting as a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction. Section 2.8 of the Procedures would be amended to specify that Self-Referencing Protection Margin would be imposed where a Clearing Member is acting as a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction, for which such Clearing Member is, or becomes, the Reference Entity. In Section 2.10 of the Procedures, changes would be made to specify that each Clearing Member acting as a protection buyer in respect of an Underlying Index Transaction of an Index Swaption Cleared Transaction where the exercise of that Index Swaption Cleared Transaction falls in the margin calculation time horizon would be required to pay Accrued Fixed Amount Liquidation Risk Margin, to cover the risk that it is subject to an Event of Default and accrued Fixed Amounts are due during the period that the relevant House Cleared Transactions or Non-Ported Cleared

Transactions, as applicable, are liquidated pursuant to the CDS Default Management Process. Section 2.11 of the Procedures, which relates to Credit Event Margin, would also be amended to specify that where a Credit Event occurs with respect to the Reference Entity which is the subject of the Cleared Transaction, each Clearing Member is required to pay Credit Event Margin to cover the risk of a potential adverse change in the estimated recovery rate, in the event of non-payment of Variation Margin by the Index Swaption Seller or Index Swaption Buyer in respect of an Index Swaption Cleared Transaction. Section 2.13 of the Procedures would also be amended to clarify that Variation Margin covers the variation of the market value of an Index Swaption.

c. Collateral and Cash Payment

Section 3.18 of the Procedures would be amended to state that a Clearing Member is required to pay Premiums to satisfy its Cash Payment obligation in respect of Index Swaptions.

d. Eligibility Requirements

Section 4.1 of the Procedures, which provides that LCH SA provides CDS Clearing Services only in relation to Original Transactions which comply with the requirements of Section 4.1(c) of the Procedures, would be modified to provide that in respect of an Original Transaction that is an Index Swaption Intraday Transaction, the Clearing Member must be registered for the Index Swaption Clearing Service. Section 4.1 (c)(iii)(C) would also be added to identify the eligibility requirements for Index Swaption Intraday Transactions.

A new Section 4.4 of the Procedures would be added to detail the procedures and factors for LCH SA to identify those contracts which will be considered Eligible Index

Swaptions. Section 4.4 of the Procedures would require that LCH SA, in consultation with the CDSClear Product Committee, consider (i) each Expiration Date that is eligible for clearing; (ii) each Index Version of the Underlying Index Transaction which is eligible for clearing, as well as each term which is eligible for clearing and the currency of the Original Notional Amount which is eligible for clearing. Section 4.4(c) of the Procedures would also require that eligible Index Swaptions be published on LCH SA's website and Section 4.4(d) of the Procedures would permit LCH SA, in consultation with the CDSClear Product Committee, to amend the Eligible Index Swaptions List. Section 4.4(e)(~~vii~~) of the Procedures would identify the circumstances in which a Clearing Member may submit for clearing an Index Swaption that does not satisfy the relevant criteria in Section 4.1(c)(vi) of the Procedures if such transaction is a risk reducing transaction (as determined by LCH SA) in respect of a relevant Margin Account and it is not unlawful or illegal for LCH SA to accept such transaction for clearing.

e. CDS Clearing Operations

Section 5 of the Procedures, which addresses CDS clearing operations, would include various amendments to facilitate clearing of Index Swaptions. Section 5.5 of the Procedures would be modified to include a description of the trade compression process for Index Swaption Cleared Transactions. Section 5.8 of the Procedures sets forth the process and procedures to ensure that all Cleared Transactions are stored and replicated on LCH SA's systems. Additional events required to be recorded and stored would be added to the list of items in Section 5.8 of the Procedures, including the creation of Swaption Restructuring Cleared Transactions and Exercise Cleared Transactions as well as the exercise of Exercise Cleared Transactions. Section 5.16 of the Procedures would

be amended to require that LCH SA publish a Cleared Transaction Exercise Report.

Section 5.18.2 (b) of the Procedures would be amended to describe the process of the calculation of End of Day Contributed Prices in respect of Index Swaptions, which would include (i) the receipt and communication of market data from the Index Publisher, (ii) the application of a bid/ask constraint by LCH SA, with such values as defined by LCH SA from time to time, (iii) determination of a clearing price by LCH SA, and (iv) determination of any cross trades by LCH SA. Section 5.18.4 of the Procedures, relating to the use of data from an Index Publisher, would be modified to specify that if data is not received from the Index Publisher, LCH SA will use, with respect to Index Swaption Cleared Transactions, a computation of end of day contributed spreads and composite spreads for the purpose of calculating the Variation Margin Requirement for each Margin Account of a Clearing Member on the next following Business Day. Section 5.18.5 of the Procedures would then be amended to include a procedure for effecting cross trades where prices submitted by market participants in accordance with Section 5.18 do not reflect the quoted daily price for a particular Index Swaption. Finally, various other conforming and clarifying changes to refer to Index Swaptions would be made in Sections 5.3, 5.5, 5.12 and 5.16. Other amendments not related to Index Swaptions were made in Sections 5.11, 5.15 and 5.18.2 (a) for clarification purposes.

iv. Dispute Resolution Protocol

Section 3.10 of the Dispute Resolution Protocol, which establishes the procedures applicable to arbitration proceedings involving LCH SA, would be amended to specify that these procedures also apply if the parties to the arbitration include an Index Swaption

Seller or Index Swaption Buyer and if the dispute arises out of or in connection with the Cleared Transactions which are the subject of a Swaption Restructuring Matched Pair or Exercise Matched Pair.

2. Statutory Basis.

LCH SA believes that the proposed rule change and the clearing of Index Swaptions is consistent with the requirements of Section 17A of the Securities Exchange Act of 1934⁴ (the “Act”) and the regulations thereunder, including the standards under Rule 17Ad-22.⁵ Section 17(A)(b)(3)(F) of the Act⁶ requires, among other things, that the rules of a clearing agency be designed to promote the prompt and accurate clearance and settlement of securities transactions and derivative agreements, contracts, and transactions. As noted above, the proposed rule change is designed to provide for the clearing of Index Swaptions. From the operational point of view, Index Swaptions would not require changes to the existing operational procedures and, upon being exercised, the resulting exercised cleared transactions will be cleared in the same manner as other index contracts, consistent with LCH SA’s operational arrangements. In addition, the proposed rule change, including amendments to Titles IV, V, and VI of the Rulebook, Part C of the Clearing Supplement, CDS Clearing Procedures, and Dispute Resolution Protocol will also clearly set forth the terms and conditions of Index Swaption Cleared Transactions, the payments to be made thereunder, the rules and procedures upon the occurrence of a Credit Event or Restructuring Event, the process for settlement, the applicable documentation for Index Swaption Cleared Transactions,

⁴ 15 U.S.C. 78q-1.

⁵ 17 CFR 240.17Ad-22.

⁶ 15 U.S.C. 78q-1(b)(3)(F).

as well as the dispute resolution protocol. Therefore, LCH SA believes that the clearing of Index Swaptions and the related changes described herein are consistent with the prompt and accurate clearance and settlement of securities transactions and derivative agreements, contracts and transactions, in accordance with 17(A)(b)(3)(F) of the Act.⁷

In addition, the proposed amendments also satisfy the relevant requirements of Rule 17Ad-22 (e)(1), (13), and (18).⁸ Rule 17Ad-22(e)(1)⁹ requires that a clearing agency maintain a well-founded, clear, transparent, and enforceable legal basis for each aspect of its activities in all relevant jurisdictions. The proposed rule change would modify LCH SA's existing rules and procedures to clearly define the requirements for Index Swaptions and establish a legal framework for LCH SA to clear Index Swaptions. The proposed rule change would also make certain corrections and clarifying and conforming changes in the Rule Book. LCH SA therefore believes that the proposed rule change is consistent with the requirements of Rule 17Ad-22(e)(1).

Further, Rule 17Ad-22(e)(13) requires a covered clearing agency to establish, maintain, and enforce policies and procedures reasonably designed to ensure the covered clearing agency has the authority and operational capacity to take timely action to contain losses and liquidity demands and continue to meet its obligations. LCH SA will apply its existing default management policies and procedures for Index Swaptions, including the procedures for participation in a competitive auction process for a Defaulting Clearing Member's transactions and the appointment of at least two Clearing Members registered for the Index Swaption Clearing Service to be part of the five-

⁷ 15 U.S.C. 78q-1(b)(3)(F).

⁸ 17 CFR 240.17Ad-22(e)(1), (4), (8), (12) (17), (18), and (22).

⁹ 17 CFR 240.17Ad-22(e)(1).

member CDS Default Management Group, to allow LCH SA to take timely action to contain losses and liquidity demands, in accordance with 17Ad-22(e)(13).¹⁰

Finally, Rule 17Ad-22(e)(18) requires a covered clearing agency to have policies and procedures reasonably designed to establish objective, risk-based, and publicly disclosed criteria for participation, which permit fair and open access by direct, and where relevant, indirect participants and other financial market utilities, require participants to have sufficient financial resources and robust operational capacity to meet obligations arising from participation in clearing agency. As noted above, the proposed rule change would extend existing participation requirements to persons proposing to enter into Index Swaptions and make clear that such persons must have operational competence in respect of Index Swaptions. Therefore, LCH SA believes that the proposed rule change is consistent with the requirements of Rule 17Ad-22(e)(18).¹¹ Further, the membership requirements applicable to persons proposing to enter into Index Swaptions are designed to identify persons with sufficient operational capacity and expertise in relation to Index Swaptions; such requirements or criteria apply to every and all persons applying to enter into Index Swaptions clearing service equally and, as such, are not designed to unfairly discriminate in the admission of participants or among participants of LCH SA, in accordance with 17(A)(b)(3)(F) of the Act.¹²

B. Clearing Agency's Statement on Burden on Competition

¹⁰ 17 CFR 240.17Ad-22(e)(13).

¹¹ 17 CFR 240.17Ad-22(e)(18).

¹² 15 U.S.C. 78q-1(b)(3)(F).

Section 17A(b)(3)(I) of the Act requires that the rules of a clearing agency not impose any burden on competition not necessary or appropriate in furtherance of the purposes of the Act.¹³ LCH SA does not believe that its clearing of Index Swaptions will adversely affect competition in the trading market for those contracts or CDS generally. By allowing LCH SA to clear Index Swaptions, market participants will have additional choices on where to clear and which products to use for risk management purposes, which, in turn, will promote competition and further the development of CDS for risk management. In addition, LCH SA will apply its existing fair and open access criteria to the clearing of Index Swaptions and will apply the same criteria to every person who proposes to enter into the clearing of Index Swaptions. Such criteria are designed to identify persons with sufficient operational capacity and expertise in relation to Index Swaptions as part of the membership requirements that are necessary and appropriate for LCH SA to manage the risk arising from allowing persons to participate in Index Swaptions. Accordingly LCH SA does not believe that the proposed rule change will impose any burden on competition that is not necessary or appropriate in furtherance of the purposes of the Act.

C. Clearing Agency's Statement on Comments on the Proposed Rule Change Received from Members, Participants or Others

Written comments relating to the proposed rule change have not been solicited or received. LCH SA will notify the Commission of any written comments received by LCH SA.

III. Date of Effectiveness of the Proposed Rule Change and Timing for Commission Action

¹³ 15 U.S.C. 78q-1(b)(3)(I).

Within 45 days of the date of publication of this notice in the Federal Register or within such longer period up to 90 days (i) as the Commission may designate if it finds such longer period to be appropriate and publishes its reasons for so finding or (ii) as to which the self-regulatory organization consents, the Commission will:

(A) by order approve or disapprove such proposed rule change, or

(B) institute proceedings to determine whether the proposed rule change should be disapproved.

IV. Solicitation of Comments

Interested persons are invited to submit written data, views, and arguments concerning the foregoing, including whether the proposed rule change is consistent with the Act. Comments may be submitted by any of the following methods:

Electronic Comments:

- Use the Commission's Internet comment form (<http://www.sec.gov/rules/sro.shtml>); or
- Send an e-mail to rule-comments@sec.gov. Please include File Number SR-LCH SA-2017-006 on the subject line.

Paper Comments:

- Send paper comments in triplicate to Secretary, Securities and Exchange Commission, 100 F Street, NE, Washington, DC 20549-1090.

All submissions should refer to File Number SR-LCH SA-2017-006. This file number should be included on the subject line if e-mail is used. To help the Commission process and review your comments more efficiently, please use only one method. The Commission will post all comments on the Commission's Internet website

(<http://www.sec.gov/rules/sro.shtml>). Copies of the submission, all subsequent amendments, all written statements with respect to the proposed rule change that are filed with the Commission, and all written communications relating to the proposed rule change between the Commission and any person, other than those that may be withheld from the public in accordance with the provisions of 5 U.S.C. 552, will be available for website viewing and printing in the Commission's Public Reference Room, 100 F Street, NE, Washington, DC 20549 on official business days between the hours of 10:00 am and 3:00 pm. Copies of the filing also will be available for inspection and copying at the principal office of LCH SA and on LCH SA's website at <http://www.lch.com/asset-classes/cdsclear>. All comments received will be posted without change; the Commission does not edit personal identifying information from submissions. You should submit only information that you wish to make available publicly. All submissions should refer to File Number SR-LCH SA-2017-006 and should be submitted on or before [Commission to insert date 21 days from publication in the Federal Register].

For the Commission, by the Division of Trading and Markets, pursuant to delegated authority.¹⁴

Secretary

¹⁴ 17 CFR 200.30-3(a)(12).

EXHIBIT 5.1

LCH The Markets'
Partner

CDSClear

LCH SA
CDS Clearing Rule Book

~~10 January 2017~~

[●] 2017

EXHIBIT 5.1

Table of Contents

| | Page |
|--|-------------|
| TITLE I GENERAL PROVISIONS & LEGAL FRAMEWORK | 79 |
| CHAPTER 1 - DEFINITIONS AND INTERPRETATION..... | 81 |
| Section 1.1.1 Terms defined in the CDS Clearing Rule Book..... | 81 |
| Section 1.1.2 Incorporation of defined terms..... | 125 |
| Section 1.1.3 Interpretation and references..... | 125 |
| CHAPTER 2 - GENERAL PROVISIONS..... | 128 |
| Section 1.2.1 General..... | 128 |
| Section 1.2.2 Modification..... | 128 |
| Section 1.2.3 Publication..... | 132 |
| Section 1.2.4 Extension or waiver..... | 133 |
| Section 1.2.5 Notices - Communications..... | 133 |
| Section 1.2.6 Fees..... | 134 |
| Section 1.2.7 Currency..... | 134 |
| Section 1.2.8 Time reference..... | 136 |
| Section 1.2.9 Obligations of LCH SA to each Clearing Member..... | 136 |
| Section 1.2.10 Liability..... | 137 |
| Section 1.2.11 Force Majeure Events..... | 141 |
| Section 1.2.12 Confidentiality..... | 142 |
| Section 1.2.13 Data protection..... | 144 |
| Section 1.2.14 Governing law..... | 145 |
| Section 1.2.15 Dispute resolution..... | 146 |
| Section 1.2.16 Default Interest..... | 146 |

EXHIBIT 5.1

| | |
|--|-----|
| Section 1.2.17 Tax..... | 146 |
| CHAPTER 3 - LCH DEFAULT | 151 |
| Section 1.3.1..... | 151 |
| TITLE II MEMBERSHIP | 159 |
| CHAPTER 1 - GENERAL PROVISIONS..... | 160 |
| Section 2.1.1 Participants..... | 160 |
| CHAPTER 2 - LEGAL OBLIGATIONS..... | 161 |
| Section 2.2.1 Membership requirements..... | 163 |
| Section 2.2.2 Continuing obligations..... | 166 |
| Section 2.2.3 Capital requirements | 166 |
| Section 2.2.4 Internal credit scoring..... | 167 |
| Section 2.2.5 Corporate organisation..... | 167 |
| Section 2.2.6 Membership of industry organisations or systems relating to CDS contracts..... | 168 |
| Section 2.2.7 Third party contractual obligations | 168 |
| Section 2.2.8 Test processing..... | 169 |
| CHAPTER 3 - INFORMATION OBLIGATIONS, MONITORING AND AUDIT | 170 |
| Section 2.3.1 Information and financial reporting..... | 170 |
| Section 2.3.2 Monitoring | 172 |
| Section 2.3.3 Audit and inspection | 172 |
| Section 2.3.4 Record keeping | 173 |
| Section 2.3.5 Clearing Member risk management | 173 |
| CHAPTER 4 - SUSPENSION AND TERMINATION OF MEMBERSHIP | 175 |
| Section 2.4.1 Suspension | 175 |

EXHIBIT 5.1

| | | |
|--|---|------------|
| Section 2.4.2 | Membership Termination..... | 176 |
| Section 2.4.3 | Winding Down Event..... | 180 |
| TITLE III CLEARING OPERATIONS..... | | 182 |
| CHAPTER 1 - NOVATION AND REGISTRATION..... | | 183 |
| Section 3.1.1 | Weekly Backloading Cycle | 183 |
| Section 3.1.2 | Daily Backloading Cycle | 185 |
| Section 3.1.3 | Backloading Failure | 187 |
| Section 3.1.4 | Intraday Process | 187 |
| Section 3.1.5 | Rejected Transactions..... | 189 |
| Section 3.1.6 | Novation Process..... | 189 |
| Section 3.1.7 | Pre-registration..... | 193 |
| Section 3.1.8 | Margin calculation | 194 |
| Section 3.1.9 | Loss Distribution Periods..... | 195 |
| Section 3.1.10 | Registration of Cleared Transactions..... | 196 |
| Section 3.1.11 | Reporting requirements..... | 198 |
| CHAPTER 2 – HOUSE ACCOUNT STRUCTURE | | 199 |
| Section 3.2.1 | House Trade Account..... | 199 |
| Section 3.2.2 | House Margin Account..... | 199 |
| Section 3.2.3 | House Collateral Account | 199 |
| CHAPTER 3 - COMPRESSION..... | | 201 |
| Section 3.3.1 | General | 201 |
| TITLE IV RISK MANAGEMENT..... | | 203 |
| CHAPTER 1 - GENERAL PROVISIONS..... | | 204 |

EXHIBIT 5.1

| | |
|--|------------|
| Section 4.1.1..... | 204 |
| CHAPTER 2 - MARGIN..... | 205 |
| Section 4.2.1 Margin Requirement | 205 |
| Section 4.2.2 Excess Collateral and the Client Collateral Buffer..... | 205 |
| Section 4.2.3 Collateral Calls..... | 208 |
| Section 4.2.4 Additional Collateral Call | 210 |
| Section 4.2.5 Variation Margin | 210 |
| Section 4.2.6 Collateral..... | 211 |
| Section 4.2.7 Markit LCH Settlement Price..... | 213 |
| CHAPTER 3 - EVENTS OF DEFAULT | 215 |
| Section 4.3.1 Events of Default..... | 215 |
| Section 4.3.2 Measures in case of an Event of Default..... | 216 |
| Section 4.3.3 Recourse following an Event of Default | 221 |
| CHAPTER 4 - CDS DEFAULT FUND | 226 |
| Section 4.4.1 Purpose of the CDS Default Fund and Relevant Calculations..... | 226 |
| Section 4.4.2 Contribution to the CDS Default Fund | 230 |
| Section 4.4.3 Application of the CDS Default Fund, Replenishment and Multiple Defaults ... | 231 |
| TITLE V CDS CCM CLIENT CLEARING SERVICES | 234 |
| CHAPTER 1 - GENERAL PROVISIONS..... | 235 |
| Section 5.1.1 Provision of CDS Client Clearing Services | 235 |
| Section 5.1.2 CDS Client Clearing DMP and Delegation | 239 |
| Section 5.1.3 Indirect clearing..... | 240 |
| CHAPTER 2 - CCM CLIENT ACCOUNT STRUCTURE..... | 242 |

EXHIBIT 5.1

| | | |
|--|--|------------|
| Section 5.2.1 | General Provisions..... | 242 |
| Section 5.2.2 | CCM Client Trade Accounts..... | 243 |
| Section 5.2.3 | CCM Client Margin Accounts | 243 |
| Section 5.2.4 | CCM Client Collateral Accounts..... | 244 |
| CHAPTER 3 - TRANSFER | | 246 |
| Section 5.3.1 | General | 246 |
| Section 5.3.2 | Full transfers..... | 246 |
| Section 5.3.3 | Partial transfers | 251 |
| Section 5.3.4 | Transfer of Client Assets..... | 256 |
| Section 5.3.5 | Transfer process | 257 |
| CHAPTER 4 - EARLY TERMINATION..... | | 260 |
| TITLE VI CDS FCM CLIENT CLEARING | | 262 |
| CHAPTER 1 - GENERAL PROVISIONS..... | | 263 |
| CHAPTER 2 – FCM CLIENT ACCOUNT STRUCTURE..... | | 267 |
| Section 6.2.1 | General Provisions..... | 267 |
| Section 6.2.2 | FCM Client Trade Account..... | 267 |
| Section 6.2.3 | FCM Client Margin Account..... | 268 |
| Section 6.2.4 | FCM Client Collateral Account, FCM Client Financial Account and Related Accounts | 268 |
| Section 6.2.5 | FCM Client Collateral Buffer and FCM Unallocated Client Excess Collateral.. | 270 |
| Section 6.2.6 | Customer Margin Requirements..... | 272 |
| CHAPTER 3 - TRANSFER | | 274 |
| Section 6.3.1 | General | 274 |
| Section 6.3.2 | Full Transfers..... | 274 |

EXHIBIT 5.1

| | | |
|---|--|-----|
| Section 6.3.3 | Partial Transfers | 275 |
| Section 6.3.4 | Transfer of Client Assets..... | 276 |
| Section 6.3.5 | Transfer process | 277 |
| CHAPTER 4 – LIQUIDATION EVENT..... | | 279 |
| APPENDIX 1 CDS DEFAULT MANAGEMENT PROCESS..... | | 280 |
| 1 | Interpretation | 280 |
| 2 | CDS Default Management Process | 289 |
| 3 | Obligations and Undertakings..... | 291 |
| 4 | CDS Client Clearing Default Management Process..... | 292 |
| 5 | Competitive Bidding | 299 |
| 6 | Registration of Transfer Positions..... | 309 |
| 7 | Loss Distribution Process..... | 312 |
| 8 | Early Termination..... | 315 |
| 9 | Information regarding the CDS Default Management Process..... | 320 |
| 10 | Role and Constitution of the CDS Default Management Committee..... | 322 |
| 11 | Role and Constitution of the CDS Default Management Group..... | 324 |
| 12 | Participation in the CDS Default Management Committee and CDS Default Management Group | 327 |
| 13 | Subsistence of the CDS Default Management Process | 328 |
| 14 | Liability of LCH SA..... | 328 |
| 15 | Governing Law | 328 |
| Annex Confidentiality, non-disclosure and participation in the CDS Default Management Group | | 329 |
| General obligations of the Clearing Member..... | | 329 |

EXHIBIT 5.1

| | | |
|---|--|-----|
| 1 | Confidentiality | 329 |
| 2 | Secrecy | 330 |
| 3 | Property | 330 |
| 4 | Return of Confidential Material | 330 |
| 5 | No Representations or Warranties; No Conflict of Interest | 331 |
| 6 | Remedies..... | 331 |
| | General Terms of Participation in the CDS Default Management Group | 331 |
| 7 | Conflict of interest..... | 331 |
| 8 | Confidentiality | 332 |
| 9 | Warranty and representation..... | 332 |

EXHIBIT 5.1

TITLE I

GENERAL PROVISIONS

&

LEGAL FRAMEWORK

EXHIBIT 5.1

Article 1.0.1.1

LCH SA is a clearing house within the meaning of Article L. 440-1 of the French Monetary and Financial Code and EMIR which acts as a central counterparty for clearing Original Transactions entered into between the CDS Buyer [or the Index Swaption Buyer, as the case may be](#), and the CDS Seller [or the Index Swaption Seller, as applicable](#), in accordance with the CDS Clearing Documentation.

In this framework, LCH SA acts in accordance with applicable banking and financial regulations, including EMIR.

LCH SA is under the supervision of its Competent Authorities within the scope of their respective remit as granted by their national law.

Article 1.0.1.2

LCH SA has been notified to the European Commission as a securities settlement system pursuant to the Settlement Finality Directive. Thus, as described in Section 1 of the Procedures, any person with a legitimate interest can obtain information on LCH SA, the CDS Clearing Service and the CDS Clearing Documentation upon request.

Article 1.0.1.3

In accordance with the CDS Clearing Documentation, LCH SA novates and clears CDS [and Index Swaptions](#), supervises the Cleared Transactions registered in the name of each Clearing Member, calculates the risk associated with such Cleared Transactions, calls Margin to cover this risk, ensures the proper settlement of the Cleared Transactions as central counterparty, manages the CDS Default Management Process and performs all other functions specified in the CDS Clearing Documentation.

EXHIBIT 5.1

CHAPTER 1 - DEFINITIONS AND INTERPRETATION

Section 1.1.1 Terms defined in the CDS Clearing Rule Book

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: This term shall have the meaning set out in Part A of the CDS Clearing Supplement.

[2006 Definitions: This term shall have the meaning set out in Part C of the CDS Clearing Supplement.](#)

2014 ISDA Credit Derivatives Definitions: This term shall have the meaning set out in Part B of the CDS Clearing Supplement.

Account Structure: The House Account Structure and the Client Account Structure(s) of a CCM and an FCM Clearing Member, respectively.

Accrued Fixed Amount Liquidation Risk Margin: The amount calculated by LCH SA, in accordance with Section 2 of the Procedures.

Additional Contribution Amount: An unfunded contribution equal to the amount of a Clearing Member's Contribution which is payable by a Clearing Member to LCH SA pursuant to Article 4.4.3.2 following an application of the CDS Default Fund.

Additional Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Affected Clearing Member: In relation to the circumstances set out in Article 1.3.1.1(i), a Clearing Member who has been subject to a failure to pay or deliver, and, in relation to the circumstances set out in Article 1.3.1.1 (ii) or (iii), any Clearing Member.

Affiliate: With respect to a Clearing Member, any entity that controls, directly or indirectly, the Clearing Member, any entity controlled, directly or indirectly, by the Clearing Member or any entity directly or indirectly under common control with such Clearing Member. For this purpose, "control" of an entity or of a Clearing Member means ownership of a majority of the voting power of the entity or the Clearing Member. Solely for the purposes of classifying a Person as an FCM Client or as an Affiliate of an FCM Clearing Member, the term "Affiliate" also means any Person whose account, when carried by the FCM Clearing Member, would be considered a proprietary account pursuant to CFTC Regulation 1.3(y) (or any successor or replacement regulation).

Allocated Client Collateral Buffer: The CCM Allocated Client Collateral Buffer or the FCM Allocated Client Collateral Buffer, as the context requires.

AMF: The *Autorité des Marchés Financiers* and any successor organisation.

EXHIBIT 5.1

Applicable Law: Any applicable national, federal, supranational, state, provincial, local or other statute, law, ordinance, regulation, rule, code, guidance, order, published practice or concession, judgment or decision of a Governmental Authority or a Competent Authority.

Applicant: A legal person that wishes to be admitted as a Clearing Member.

Approved Trade Source System: An entity as specified in a Clearing Notice and with whom:

- (i) LCH SA has entered into an agreement regarding the submission of Original Transactions by ATSS Participants for registration and clearing by LCH SA; and
- (ii) ATSS Participants have entered into a participant agreement allowing such entity to deliver Original Transactions details to LCH SA on behalf of the relevant ATSS Participant for the purpose of clearing such Original Transactions by LCH SA.

ATSS Participant: A Clearing Member or a Client that is a direct participant in an Approved Trade Source System.

Auction Settlement Amount: In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

Automatic Early Termination Event Stipulation: A stipulation by LCH SA that Cleared Transactions of a Clearing Member are subject to automatic termination.

Available Client Collateral Buffer: The CCM Available Client Collateral Buffer or the FCM Available Client Collateral Buffer, as the context requires.

Backloading Failure: With respect to a Clearing Member due to have a Cleared Transaction, arising from a Backloading Transaction, registered in any of its Trade Accounts, the failure by such Clearing Member to transfer the Required Collateral Amount to LCH SA at the relevant Morning Call and/or to make Cash Payments at the same time as that Morning Call.

Backloading Failure Notice: A notice in writing setting out details of the occurrence of a Backloading Failure (which, for the avoidance of doubt, shall not identify, directly or indirectly, the relevant Clearing Member(s) subject to such Backloading Failure).

Backloading Transaction: A Weekly Backloading Transaction or a Daily Backloading Transaction.

Backloading Transaction Reports: This term shall have the meaning set out in Section 5 of the Procedures.

Backup Clearing Member: In relation to Client Cleared Transactions, the Clearing Member indicated by the relevant Client as acting as such and notified to LCH SA from time to time, provided that:

- (i) only an FCM Clearing Member may serve as Backup Clearing Member of an FCM Client; and
- (ii) only a CCM may serve as Backup Clearing Member of a CCM Client.

EXHIBIT 5.1

Backup Client: In relation to Client Cleared Transactions registered in a CCM Indirect Client Segregated Account Structure, the CCM Individual Segregated Account Client indicated by the relevant CCM as acting as such and notified to LCH SA from time to time.

Bank Recovery and Resolution Directive: Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms.

Bilateral Trades Report: This term shall have the meaning set out in Section 5 of the Procedures.

Business Day: Any day that is not a holiday in the TARGET2 calendar.

Carrying Clearing Member: The Clearing Member in whose Client Trade Account(s) and CCM Client Collateral Account(s) (with respect to a CCM) or FCM Client Financial Account(s) (with respect to an FCM Clearing Member) Client Cleared Transactions and associated Client Assets, which are to be transferred (in whole or in part) to a Receiving Clearing Member in accordance with TITLE V, Chapter 3 or TITLE VI, Chapter 3 (as applicable), are registered.

Cash Collateral: Any cash provided in an Eligible Currency which is transferred to LCH SA by way of full title transfer in accordance with Section 3 of the Procedures for the purpose of satisfying a Clearing Member's Margin Requirements and/or its Contribution Requirement and/or novating Original Transactions, as the case may be.

Cash Payment: Any payment due by a Clearing Member to LCH SA, or due to be received by a Clearing Member from LCH SA, of:

- (i) cash amounts due upon the occurrence of Credit Events;
- (ii) Price Alignment Interest;
- (iii) Fixed Amounts;
- (iv) Variation Margin;
- (v) Initial Payment Amount;

(vi) Premiums;

~~(vi)~~(vii) any fees due to LCH SA;

~~(vii)~~(viii) cash amounts due in connection with an MTM Change; or

~~(viii)~~(ix) any other cash amounts (other than Cash Collateral).

Cash Payment Day: With respect to a Cleared Transaction with a CDS Contractual Currency:

- (i) in Euro: a Business Day; or
- (ii) in US Dollar:

EXHIBIT 5.1

- (a) a Business Day that is a day on which commercial banks in New York City are open for business; or
- (b) with respect to cash amounts due upon the occurrence of Credit Events only as referred to in the definition of Cash Payment, any day that is a day on which commercial banks in New York City are open for business.

CCM: Any legal entity admitted as a clearing member in accordance with the CDS Clearing Rules and party to the CDS Admission Agreement, provided that if such entity wishes to provide CDS CCM Client Clearing Services described in TITLE V, it shall be a General Member. If such entity is an FCM, it must satisfy LCH SA that it is able to provide the CDS CCM Client Clearing Services described in TITLE V prior to offering such services.

CCM Allocated Client Collateral Buffer: The portion of the CCM Client Collateral Buffer which, at the relevant time, is allocated to a CCM Client Account Structure in accordance with Article 4.2.2.4 and Section 2 of the Procedures.

CCM Available Client Collateral Buffer: The portion of the CCM Client Collateral Buffer which, at the relevant time, is not allocated to any CCM Client Account Structure.

CCM Cleared Transaction: A CDS [or an Index Swaption](#) between LCH SA and a CCM acting either in its own name and for its own account (in respect of a House Cleared Transaction) or as *commissionnaire* in its own name and for the account of a Client (in respect of a Client Cleared Transaction), registered in any Trade Account of such CCM and resulting from:

- (i) the novation of an Original Transaction;
- (ii) the creation of [an Exercise Cleared Transaction, a Swaption Restructuring Cleared Transaction](#), a Spin-off Single Name Cleared Transaction, a Restructuring Cleared Transaction, a Resulting Single Name Cleared Transaction or a Physically Settled Cleared Transaction (where applicable) pursuant to the CDS Clearing Supplement;
- (iii) the compression of existing Cleared Transactions to a single Cleared Transaction pursuant to TITLE III, CHAPTER 3;
- (iv) LCH SA and a CCM entering into hedging transactions pursuant to the CDS Default Management Process;
- (v) the porting of Client Cleared Transactions pursuant to TITLE V, CHAPTER 3;
- (vi) the porting of the Relevant Client Cleared Transactions pursuant to Clause 4.3 of the CDS Default Management Process; or
- (vii) the registration of Transfer Positions pursuant to Clause 6 of the CDS Default Management Process.

CCM Client: A CCM Individual Segregated Account Client, a CCM Net Omnibus Segregated Account Client or a CCM Gross Omnibus Segregated Account Client.

EXHIBIT 5.1

CCM Client Account Structure: A CCM Individual Segregated Account Structure, a CCM Net Omnibus Segregated Account Structure or a CCM Gross Omnibus Segregated Account Structure, as the case may be.

CCM Client Collateral Account: With respect to each CCM, an account opened in the books of LCH SA in relation to a CCM Client Account Structure to record the Collateral provided by a CCM for the purpose of satisfying the CCM Client Margin Requirement(s) for such CCM Client Account Structure and allowing the novation of Client Trade Legs of Eligible Intraday Transactions.

CCM Client Collateral Buffer: The aggregate value of Collateral transferred by a CCM to LCH SA and recorded in such CCM's CCM House Collateral Account for the purpose of:

- (i) allocating Collateral to a CCM Client Account Structure in accordance with Article 4.2.2.4 and Section 2 of the Procedures to satisfy a positive Intraday Novation Margin Requirement for Eligible Intraday Transactions comprising one or more Client Trade Leg(s);
- (ii) covering the CCM's House Cleared Transactions subsequent to an Event of Default occurring in respect of such CCM in accordance with Article 4.3.3.1; or
- (iii) covering the CCM's House Cleared Transactions subsequent to an LCH Default in accordance with Article 1.3.1.6.

CCM Client Collateral Buffer Shortfall: The amount (if any) by which the CCM Client Collateral Buffer Threshold exceeds the CCM Client Collateral Buffer.

CCM Client Collateral Buffer Threshold: The minimum value of Collateral which a CCM wishes to maintain as CCM Client Collateral Buffer.

CCM Client Excess Collateral: With respect to:

- (i) a CCM Net Omnibus Segregated Client Margin Account or a CCM Individual Segregated Client Margin Account, the amount by which the Margin Balance exceeds the relevant CCM Client Margin Requirement; and
- (ii) all the CCM Gross Omnibus Multi Sub-Account Client Margin Account(s) and CCM Gross Omnibus Single Sub-Account Client Margin Account(s) of a single CCM Gross Omnibus Segregated Account Structure, the amount by which the Margin Balance exceeds the total value of the CCM Client Margin Requirements associated to such CCM Gross Omnibus Segregated Account Structure.

CCM Client Margin Account: A CCM Individual Segregated Client Margin Account, a CCM Net Omnibus Segregated Client Margin Account, a CCM Gross Omnibus Single Sub-Account Client Margin Account, CCM Gross Omnibus Multi Sub-Account Client Margin Account or a CCM Indirect Client Segregated Margin Account, as the case may be.

EXHIBIT 5.1

CCM Client Margin Requirement: With respect to each CCM Client Margin Account of a CCM, an amount equal to:

- (i) for all purposes other than the Morning Call: the aggregate of the Margins (other than Variation Margin and Credit Quality Margin), calculated by LCH SA on the basis of the Open Positions registered in such CCM Client Margin Account of the CCM plus any positions corresponding to Eligible Intraday Transactions pre-registered in accordance with Section 3.1.7; and
- (ii) for the purposes of the Morning Call: the higher of the following two amounts:
 - (a) the aggregate of the Margins (other than Variation Margin and Credit Quality Margin) in respect of the Open Positions registered in such CCM Client Margin Account; or
 - (b) the aggregate of the Margins (other than Variation Margin and Credit Quality Margin) in respect of the Open Positions registered in such CCM Client Margin Account plus any positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions and/or Cleared Transactions which are pre-registered in accordance with Section 3.1.7.

CCM Client Margin Shortfall: With respect to:

- (i) a CCM Net Omnibus Segregated Client Margin Account or a CCM Individual Segregated Client Margin Account of a CCM, the amount by which the CCM Client Margin Requirement for such CCM Client Margin Account exceeds the CCM Margin Balance of the associated CCM Client Collateral Account, if any; and
- (ii) a CCM Gross Omnibus Segregated Account Structure of a CCM, the amount by which the CCM Client Margin Requirements for all the CCM Client Margin Accounts of such CCM Gross Omnibus Segregated Account Structure exceeds the CCM Margin Balance of the CCM Client Collateral Account associated to such CCM Gross Omnibus Segregated Account Structure, if any.

CCM Client Termination Amount: For the purpose of Title I, Chapter 3, any net positive or negative amount, denominated in Euro and determined pursuant to and in accordance with Article 1.3.1.9 (ii)(a).

CCM Client Trade Account: An account opened by LCH SA at the request, and in the name, of a CCM for the benefit of a CCM Client in order to register all Cleared Transactions cleared by such CCM in relation to such CCM Client.

CCM Direct Client Segregated Account Structure: With respect to a CCM Individual Segregated Account Structure opened by LCH SA in the name of a CCM for the benefit of a CCM Individual Segregated Account Client, the sub-account structure consisting of:

- (i) a CCM Client Trade Account;

EXHIBIT 5.1

- (ii) a CCM Individual Segregated Client Margin Account; and
- (iii) a CCM Client Collateral Account,

for the purpose of registering Client Cleared Transactions which are not designated as being entered into in relation to the clearing services provided by such CCM Individual Segregated Account Client to its CCM Indirect Clients.

CCM Excess Collateral: The CCM Client Excess Collateral or the CCM House Excess Collateral, as the case may be.

CCM Excess Collateral Threshold: The CCM House Excess Collateral Threshold or the CCM Client Collateral Buffer Threshold as applicable.

CCM Gross Omnibus Client Set: All the CCM Gross Omnibus Segregated Account Clients belonging to the same CCM Gross Omnibus Segregated Account Structure.

CCM Gross Omnibus Multi Sub-Account Client: A client of a CCM to which the CCM provides CDS Client Clearing Services and which has opted for a CCM Gross Omnibus Multi Sub-Account Structure.

CCM Gross Omnibus Multi Sub-Account Client Margin Account: An account opened by LCH SA in the name of a CCM for the benefit of a CCM Gross Omnibus Multi Sub-Account Client Set in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of such CCM Gross Omnibus Multi Sub-Account Client Set are netted and corresponding Open Positions are registered, and such CCM Gross Omnibus Multi Sub-Account Client Set related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to Section 3.1.7) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Gross Omnibus Multi Sub-Account Client Set.

CCM Gross Omnibus Multi Sub-Account Client Set: All the CCM Gross Omnibus Multi Sub-Account Clients belonging to the same CCM Gross Omnibus Multi Sub-Account Structure.

CCM Gross Omnibus Multi Sub-Account Structure: With respect to a CCM Gross Omnibus Segregated Account Structure, the sub-account structure consisting of:

- (i) a CCM Client Trade Account *per* CCM Gross Omnibus Multi Sub-Account Client belonging to such CCM Gross Omnibus Multi Sub-Account Structure ;
- (ii) a single CCM Gross Omnibus Multi Sub-Account Client Margin Account opened for the benefit of the relevant CCM Gross Omnibus Multi Sub-Account Client Set; and
- (iii) a single CCM Client Collateral Account opened for the benefit of that CCM Gross Omnibus Client Set.

EXHIBIT 5.1

CCM Gross Omnibus Segregated Account Client: A CCM Gross Omnibus Multi Sub-Account Client or a CCM Gross Omnibus Single Sub-Account Client, as the case may be.

CCM Gross Omnibus Segregated Account Structure: With respect to a CCM, the Account Structure consisting of one or more CCM Gross Omnibus Multi Sub-Account Structure(s) and/or one or more CCM Gross Omnibus Single Sub-Account Structure(s) as linked together for that CCM Client Account Structure in accordance with TITLE V, CHAPTER 2.

CCM Gross Omnibus Single Sub-Account Client: A client of a CCM to which the CCM provides CDS Client Clearing Services and which has opted for a CCM Gross Omnibus Single Sub-Account Structure.

CCM Gross Omnibus Single Sub-Account Client Margin Account: An account opened by LCH SA in the name of a CCM for the benefit of a CCM Gross Omnibus Single Sub-Account Client in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of the relevant CCM Gross Omnibus Single Sub-Account Client are netted and corresponding Open Positions are registered, and any CCM Gross Omnibus Single Sub-Account Client related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to Section 3.1.7) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Gross Omnibus Single Sub-Account Client.

CCM Gross Omnibus Single Sub-Account Structure: With respect to a CCM Gross Omnibus Segregated Account Structure, the sub-account structure consisting of:

- (i) a CCM Client Trade Account *per* CCM Gross Omnibus Single Sub-Account Client;
- (ii) a CCM Gross Omnibus Single Sub-Account Client Margin Account *per* CCM Gross Omnibus Single Sub-Account Client; and
- (iii) a single CCM Client Collateral Account opened for the benefit of the relevant CCM Gross Omnibus Client Set.

CCM Gross Omnibus Sub-Account Structure: A CCM Gross Omnibus Multi Sub-Account Structure or a CCM Gross Omnibus Single Sub-Account Structure, as the case may be.

EXHIBIT 5.1

CCM Gross Omnibus Sub-Account Balance: In relation to each of the CCM Gross Omnibus Sub-Account Structure of a CCM Gross Omnibus Segregated Account Structure, the *pro rata* share (“**PRS**”) of the most recent value of the Client Assets recorded in the relevant CCM Client Collateral Account as determined by LCH SA in accordance with Section 3 of the Procedures, which is attributable to the CCM Client Margin Account of such CCM Gross Omnibus Sub-Account Structure and which is determined on the basis of the following formula:

$$PRS = \frac{A}{B}$$

Where:

A is the last CCM Client Margin Requirement calculated and satisfied for the CCM Client Margin Account of that CCM Gross Omnibus Sub-Account Structure; and

B is the sum of all the last CCM Client Margin Requirements calculated and satisfied for all the CCM Client Margin Accounts associated to the relevant CCM Gross Omnibus Segregated Account Structure.

CCM House Collateral Account: With respect to each CCM, a house account opened in the books of LCH SA to record Collateral provided by such CCM:

- (i) for the purpose of satisfying its CCM House Margin Requirement and novating House Trade Legs of Eligible Intraday Transactions
- (ii) as CCM Client Collateral Buffer.

CCM House Excess Collateral: With respect to a CCM House Margin Account, the amount by which the CCM Margin Balance exceeds the CCM House Margin Requirement for such CCM House Margin Account.

CCM House Excess Collateral Shortfall: The amount (if any) by which the CCM House Excess Collateral Threshold exceeds the CCM House Excess Collateral.

CCM House Excess Collateral Threshold: The minimum value of Collateral, which a CCM wishes to maintain as CCM House Excess Collateral.

CCM House Margin Account: An account opened by LCH SA in the name of a CCM in the CDS Clearing System for risk management purposes, in which CCM House Cleared Transactions are netted and corresponding Open Positions are registered, and any house positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to Section 3.1.7) are recorded, in order to calculate the CCM House Margin Requirement and House Variation Margin Requirement of the relevant CCM.

EXHIBIT 5.1

CCM House Margin Requirement: With respect to the CCM House Margin Account of each CCM, an amount equal to:

- (i) for all purposes other than the Morning Call, the aggregate of the Margins (other than Variation Margin) calculated by LCH SA on the basis of the Open Positions registered in such CCM House Margin Account plus any positions corresponding to Eligible Intraday Transactions pre-registered in accordance with Section 3.1.7; and
- (ii) for the purposes of the Morning Call, the higher of the following amounts:
 - (a) the aggregate of the Margins (other than Variation Margin) in respect of the Open Positions registered in such CCM House Margin Account; or
 - (b) the aggregate of the Margins (other than Variation Margin) in respect of the Open Positions registered in such CCM House Margin Account plus any positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions.

CCM House Margin Shortfall: With respect to a CCM House Margin Account of a CCM, the amount by which the CCM House Margin Requirement for such CCM House Margin Account exceeds the CCM Margin Balance of the associated CCM House Collateral Account, if any.

CCM Indirect Client: A client of a CCM Individual Segregated Account Client on whose account such CCM Individual Segregated Account Client acts in receiving the CDS Client Clearing Services from the relevant CCM.

CCM Indirect Client Segregated Account Structure: With respect to a CCM Individual Segregated Account Structure opened by LCH SA in the name of a CCM for the benefit a CCM Individual Segregated Account Client, the sub-account structure consisting of:

- (i) a CCM Client Trade Account;
- (i) a CCM Indirect Client Segregated Margin Account; and
- (ii) a CCM Client Collateral Account,

for the purpose of registering Client Cleared Transactions which are designated as entered into in relation to the clearing services provided by such CCM Individual Segregated Account Client to its CCM Indirect Clients.

CCM Indirect Client Segregated Margin Account: An account opened by LCH SA in the name of a CCM for the benefit of all the CCM Indirect Clients of a CCM Individual Segregated Account Client in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of all the CCM Indirect Clients of the relevant CCM Individual Segregated Account Client are netted and corresponding Open Positions are registered, and any CCM Individual Segregated Account Client's CCM Indirect Clients related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so

EXHIBIT 5.1

applicable pursuant to Section 3.1.7) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Indirect Clients.

CCM Individual Segregated Account Client: A client of a CCM (including for the avoidance of doubt an Affiliate) to which the CCM provides CDS Client Clearing Services and which has opted for a CCM Individual Segregated Account Structure.

CCM Individual Segregated Account Structure: With respect to a CCM, the account structure consisting of:

- (i) for each CCM Individual Segregated Account Client of such CCM: a CCM Direct Client Segregated Account Structure, and
- (ii) for each CCM Individual Segregated Account Client of such CCM which has opted to provide indirect clearing services: a CCM Indirect Client Segregated Account Structure.

CCM Individual Segregated Client Margin Account: An account opened by LCH SA in the name of a CCM for the benefit of a CCM Individual Segregated Account Client in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of the relevant CCM Individual Segregated Account Client are netted and corresponding Open Positions are registered, and any CCM Individual Segregated Account Client related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to Section 3.1.7) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Individual Segregated Account Client.

CCM Margin Balance: With respect to:

- (i) the CCM House Margin Account of a CCM, the aggregate value of Collateral transferred to LCH SA, other than CCM Client Collateral Buffer, recorded in such CCM's CCM House Collateral Account ;
- (ii) a CCM Net Omnibus Segregated Client Margin Account or a CCM Individual Segregated Client Margin Account of a CCM, the aggregate value of Collateral transferred to LCH SA recorded in the CCM Client Collateral Account attached to the relevant Client Margin Account; and
- (iii) all the CCM Gross Omnibus Multi Sub-Account Client Margin Account(s) and CCM Gross Omnibus Single Sub-Account Client Margin Account(s) of a single CCM Gross Omnibus Segregated Account Structure, the aggregate value of the Collateral transferred to LCH SA recorded in the CCM Client Collateral Account associated to such CCM Gross Omnibus Segregated Account Structure.

CCM Net Omnibus Client Set: All the CCM Net Omnibus Segregated Account Clients belonging to the same CCM Net Omnibus Segregated Account Structure.

EXHIBIT 5.1

CCM Net Omnibus Segregated Account Client: A client of a CCM to which the CCM provides CDS Client Clearing Services and which has opted for a CCM Net Omnibus Segregated Account Structure.

CCM Net Omnibus Segregated Account Structure: With respect to a CCM, the Account Structure consisting of:

- (i) a CCM Client Trade Account *per* CCM Net Omnibus Segregated Account Client belonging to such CCM Net Omnibus Segregated Account Structure;
- (ii) a single CCM Net Omnibus Segregated Client Margin Account opened for the benefit of the relevant CCM Net Omnibus Client Set; and
- (iii) a single CCM Client Collateral Account opened for the benefit of that CCM Net Omnibus Client Set.

CCM Net Omnibus Segregated Client Margin Account: An account opened by LCH SA in the name of a CCM for the benefit of a CCM Net Omnibus Client Set in the CDS Clearing System for risk management purposes, in which the Cleared Transactions of such CCM Net Omnibus Client Set are netted and corresponding Open Positions are registered, and such CCM Net Omnibus Client Set related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such CCM (if so applicable pursuant to Section 3.1.7) are recorded, in order to calculate the CCM Client Margin Requirement and Client Variation Margin Requirement of the relevant CCM in respect of such CCM Net Omnibus Client Set.

CCM Omnibus Segregated Account Client: A CCM Gross Omnibus Segregated Account Client or a CCM Net Omnibus Segregated Account Client, as the case may be.

CCM Required Collateral Amount: For each CCM, the sum of:

- (i) the CCM House Margin Shortfall;
- (ii) the CCM House Excess Collateral Shortfall;
- (iii) the CCM Client Collateral Buffer Shortfall; and
- (iv) the Total Client Margin Shortfall.

CCM Unallocated Client Collateral: Cash Collateral provided by a CCM to LCH SA in accordance with Article 4.2.2.3 and Section 3 of the Procedures which is identified as being for the account of one or more CCM Clients but where such CCM has not specified the CCM Client Collateral Account(s) in which such Cash Collateral should be recorded.

CCM Unallocated Client Collateral Account: With respect to each CCM, the client account opened in the books of LCH SA to record any CCM Unallocated Client Collateral.

CDS: A credit default swap transaction.

EXHIBIT 5.1

CDS Admission Agreement: The written agreement (including its annexes), as amended from time to time, entered into between LCH SA and an Applicant in order for such Applicant to become a Clearing Member.

CDS Buyer: A Clearing Member that is party to [an Index Cleared Transaction or a Single Name Cleared Transaction](#) as protection buyer.

CDS Clearing Document: Any document which forms part of the CDS Clearing Documentation.

CDS Clearing Documentation: The CDS Admission Agreement, the CDS Clearing Rules, the CDS Clearing Supplement Documents, the Index Cleared Transaction Confirmation, [the Index Swaption Cleared Transaction Confirmation](#) and the Single Name Cleared Transaction Confirmation (including all exhibits, attachments, annexes, schedules and appendices thereto, and any document incorporated by reference therein, if any), as each such document is amended from time to time. For the avoidance of doubt, the Product Family Forms do not form part of the CDS Clearing Documentation.

CDS Clearing Rule Book: This document (including all exhibits, attachments, annexes, schedules and appendices hereto), as amended from time to time.

CDS Clearing Rules: This CDS Clearing Rule Book, the CDS Dispute Resolution Protocol, the Procedures, all related Clearing Notices and, in the case of an FCM Clearing Member, the FCM CDS Clearing Regulations, as each such document is amended from time to time.

CDS Clearing Service: The service provided by LCH SA in respect of clearing CDS [and/or Index Swaptions](#) in accordance with the CDS Clearing Documentation, including the special terms applicable to use of the service by a CCM pursuant to TITLE V and to use of the service by an FCM Clearing Member pursuant to TITLE VI.

CDS Clearing Supplement: The document issued by LCH SA and entitled "*CDS Clearing Supplement*", as amended from time to time.

CDS Clearing Supplement Documents: The CDS Clearing Supplement, the Procedures and all related Clearing Notices, as each such document is amended from time to time.

CDS Clearing System: The IT system managed by LCH SA and providing Clearing Members with technical access to the CDS Clearing Service.

CDS Client Clearing Agreement: The client clearing agreement entered into between a Clearing Member and a Client which relates, in whole or in part, to the clearing of CDS [and/or Index Swaptions](#) through the CDS Clearing Service.

CDS Client Clearing DMP or CDS Client Clearing Default Management Process: The process set out in Clause 4 of the CDS Default Management Process and pursuant to which LCH SA will effect the porting of the Relevant Client Cleared Transactions or the liquidation of the Non-Ported Cleared Transactions.

EXHIBIT 5.1

CDS Client Clearing Entitlement: This term has the meaning set out in Clause 4.4.3 of the CDS Default Management Process.

CDS Client Clearing Services: Clearing services in respect of CDS [and/or Index Swaptions](#) provided by a Clearing Member to its Clients.

CDS Contractual Currency: The currency required under the terms of any Cleared Transaction.

CDS Default Fund: The default fund established and maintained pursuant to TITLE IV, CHAPTER 4 for Cleared Transactions.

CDS Default Fund Amount: The amount of the CDS Default Fund as required pursuant to Article 4.4.1.2.

CDS Default Fund Calculation Amount: An amount equal to the CDS Default Fund Amount less the aggregate of the Contribution Requirement for all of the Clearing Members in respect of whom the initial calculation of their respective Contribution Requirement requires them to pay a Contribution equal to the minimum contribution set out in Article 4.4.1.3.

CDS Default Management Committee: The committee which is set up by LCH SA in accordance with the provisions of the CDS Default Management Process in order to assist LCH SA with the development and implementation of:

- (i) the CDS Default Management Process; and
- (ii) any auction process to liquidate a Self Referencing Transaction and enter into an equivalent Single Name Cleared Transaction.

CDS Default Management Group: The group which is set up by LCH SA in accordance with the provisions of the CDS Default Management Process in order to assist LCH SA, in circumstances where:

- (i) an Event of Default has been declared by LCH SA as occurring in respect of a Clearing Member, with the implementation of the CDS Default Management Process and liquidation of Cleared Transactions in accordance with this CDS Clearing Rule Book; or
- (ii) an auction process pursuant to Section 9 of Part A or Part B, as applicable, of the CDS Clearing Supplement, needs to be implemented to liquidate a Self Referencing Transaction and enter into an equivalent Single Name Cleared Transaction.

CDS Default Management Process: The process in accordance with which LCH SA and the CDS Default Management Group will manage a default of a Clearing Member (including, to the extent appropriate, the CDS Client Clearing Default Management Process), as set out in Appendix 1.

CDS Dispute Resolution Protocol: The protocol pursuant to which Disputes will be resolved.

CDS Global Cash Call Document: This term shall have the meaning set out in Section 5 of the Procedures.

EXHIBIT 5.1

CDS Intraday Transaction: A CDS which:

- (i) has been entered into between two ATSS Participants; and**
- (ii) is submitted for clearing to LCH SA by the relevant ATSS Participants through an Approved Trade Source System in accordance with Section 3.1.4.**

CDS Post-Default Period: The period specified in Article 4.4.3.3.

CDS Seller: A Clearing Member that is party to an Index Cleared Transaction or a Single Name Cleared Transaction as protection seller.

CDS Type: This term shall have the meaning set out in the CDS Clearing Supplement.

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

CFTC: The U.S. Commodity Futures Trading Commission, and any successor thereto.

CFTC Regulations: The rules and regulations promulgated by the CFTC and any interpretive guidance issued by the CFTC or its staff.

Cleared Trades Report: This term shall have the meaning set out in Section 5 of the Procedures.

Cleared Transaction: A CCM Cleared Transaction or an FCM Cleared Transaction.

Clearing Agency: A clearing agency as defined in Section 3(a)(23) of the Exchange Act and registered as such with the SEC.

Clearing Day: Any day that is: (i) a Business Day; and (ii) a day on which commercial banks in London are open for business.

Clearing Eligibility Report: The report containing the Weekly Backloading Transactions which is made available by LCH SA to each Clearing Member at such time set out in Section 5 of the Procedures.

Clearing Member: A General Member or a Select Member, as the context requires.

Clearing Member Novation Acceptance Time: The time when all relevant Clearing Members are deemed to have accepted a Daily Backloading Transaction or Weekly Backloading Transaction for clearing, where such Clearing Members indicate such deemed acceptance by meeting the Morning Call on the relevant Daily Backloading Novation Day or Weekly Backloading Novation Day, as applicable.

Clearing Member Termination Date: The date on which Membership Termination in respect of a Clearing Member becomes effective in accordance with Article 2.4.2.1 or Article 2.4.2.2(ii).

Clearing Notice: Any notice issued by LCH SA from time to time which:

- (i) provides guidance to all or a particular category of Clearing Members on a matter of interpretation in connection with this CDS Clearing Rule Book, the CDS Clearing Supplement or the Procedures;

EXHIBIT 5.1

- (ii) notifies all Clearing Members of the existence or cessation of a Force Majeure Event occurring with respect to LCH SA in accordance with Article 1.2.11.2 (ii) and Article 1.2.11.2 (vi);
- (iii) notifies all Clearing Members of an LCH Default in accordance with Article 1.3.1.3;
- (iv) notifies all Clearing Members of the termination or suspension of a particular Clearing Member's membership of the CDS Clearing Service;
- (v) notifies all Clearing Members of the occurrence of an Event of Default in accordance with Article 4.3.1.3; or
- (vi) such other Clearing Notices as may be required or contemplated by this CDS Clearing Rule Book, the CDS Clearing Supplement or the Procedures.

Client: A CCM Client, an FCM Client, or both, as the context requires.

Client Account Structure: The CCM Client Account Structure or FCM Client Account Structure, as the context requires.

Client Assets: Any Collateral transferred to LCH SA by a Clearing Member in respect of Client Cleared Transactions or Relevant Client Cleared Transactions, as applicable, along with accruals on such Client Cleared Transactions or Relevant Client Cleared Transactions (which accruals shall, for the avoidance of doubt, include Variation Margin which is payable by LCH SA to the Clearing Member in respect of the relevant Client Margin Account in accordance with Section 2 of the Procedures), and recorded in a Client Collateral Account. For the avoidance of doubt, Client Assets constituting FCM Unallocated Client Excess Collateral are subject to restrictions on transfer and use as provided in the CDS Clearing Rules.

Client Backloading Transaction: An existing CDS which:

- (i) is registered in the TIW;
- (ii) comprises one or more Client Trade Leg(s); and
- (iii) is submitted for clearing by the relevant ATSS Participants via an Approved Trade Source System as part of the Daily Backloading Cycle.

Client Cleared Transaction: A Cleared Transaction registered in a Client Trade Account of a Clearing Member.

Client Collateral Account: A CCM Client Collateral Account or an FCM Client Financial Account, as the context requires.

Client Collateral Buffer: The CCM Client Collateral Buffer (carried within the CCM House Account Structure) or the FCM Client Collateral Buffer (carried within the FCM Client Account Structure), as the context requires.

EXHIBIT 5.1

Client Collateral Buffer Shortfall: The CCM Client Collateral Buffer Shortfall or the FCM Client Collateral Buffer Shortfall, as the context requires.

Client Collateral Buffer Threshold: The CCM Client Collateral Buffer Threshold or the FCM Client Collateral Buffer Threshold, as the context requires.

Client Excess Collateral: The CCM Client Excess Collateral or the FCM Client Excess Collateral, as the context requires.

Client Margin Account: A CCM Client Margin Account or an FCM Client Margin Account, as the context requires.

Client Margin Requirement: The CCM Client Margin Requirement or the FCM Client Margin Requirement, as the context requires.

Client Margin Shortfall: A CCM Client Margin Shortfall or an FCM Client Margin Shortfall, as the context requires.

Client Pledged Eligible Collateral: With respect to a CCM, the Pledged Eligible Collateral recorded in each CCM Client Collateral Account of such CCM.

Client Termination Amount: The CCM Client Termination Amount or the FCM Client Termination Amount.

Client Trade Account: A CCM Client Trade Account or an FCM Client Trade Account, as the context requires.

Client Trade Leg: Any trade leg of a CDS in respect of which a Client acts as protection buyer or protection seller; [or any trade leg of an Index Swaption in respect of which a Client acts as Index Swaption buyer or Index Swaption seller.](#)

Client Transaction Checks: With respect to an Intraday Transaction comprising one or more Client Trade Leg(s) or a Client Backloading Transaction, the process undertaken by LCH SA to ensure that a Nominated Clearing Member has consented, in the manner and form prescribed by Section 5 of the Procedures, to the registration of the relevant Client Trade Leg, in the relevant Client Trade Account(s) of such Nominated Clearing Member.

Client Variation Margin Requirement: For each Client Margin Account of a Clearing Member, the amount of Variation Margin calculated by LCH SA as being payable:

- (i) by such Clearing Member to LCH SA; or
- (ii) by LCH SA to such Clearing Member

on the basis of the Open Positions and as the case may be, positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions and/or Cleared Transactions which are pre-registered in accordance with Section 3.1.7, in the relevant Client Margin Account, in accordance with Section 2 of the Procedures.

EXHIBIT 5.1

CM Backloading Transaction: An existing CDS which:

- (i) is registered in the TIW;
- (ii) comprises two House Trade Leg(s); and
- (iii) is submitted for clearing by the relevant ATSS Participants via an Approved Trade Source System as part of the Daily Backloading Cycle.

Collateral: Any Eligible Collateral and/or Cash Collateral.

Collateral Account: A House Collateral Account, a Client Collateral Account or a CCM Unallocated Client Collateral Account as the case may be.

Collateral Call: A request by LCH SA to a Clearing Member for an amount of Collateral calculated by LCH SA in accordance with the CDS Clearing Documentation, such Collateral to be delivered by such Clearing Member to LCH SA in accordance with Section 3 of the Procedures.

Combined Unmargined Risk: The maximum value of the two highest daily Member Uncovered Risks over the last sixty Clearing Days, plus a buffer equal to 10 percent.

Competent Authority: Other than for LCH SA, any authority which:

- (i) is recognised as such by a Person's home Member State under the terms of CRD or MiFID; or
- (ii) has concluded a cooperation agreement with the French Competent Authorities in respect of exercising a regulatory or supervisory function under the laws of any jurisdiction to which a Person is subject,

and for LCH SA, each of the AMF, the *Autorité de Contrôle Prudentiel et de Résolution*, the *Banque de France*, the CFTC, the SEC, any successor body of any of the foregoing and any other body which has concluded a cooperation agreement with the AMF, the *Autorité de Contrôle Prudentiel et de Résolution*, the *Banque de France* in respect of exercising a regulatory or supervisory function under the laws of any jurisdiction and designated as such by LCH SA from time to time.

Concentration Risk Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Contingency Variation Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Contribution: With respect to each Clearing Member, an amount calculated by LCH SA in accordance with Article 4.4.1.3 and payable by each Clearing Member to LCH SA to fund the CDS Default Fund (and, for the avoidance of doubt, excluding any Additional Contribution Amount of such Clearing Member).

EXHIBIT 5.1

Contribution Balance: The aggregate value of Collateral (determined in accordance with Section 3 of the Procedures) deposited by a Clearing Member with LCH SA to satisfy its Contribution Requirement.

Contribution Excess: The amount, if any, by which a Clearing Member's Contribution Balance exceeds its Contribution Requirement.

Contribution Requirement: The aggregate of a Clearing Member's Contribution and its Additional Contribution Amount, if applicable.

Contribution Shortfall: The amount, if any, by which a Clearing Member's Contribution Requirement exceeds the Contribution Balance.

Credit Derivatives Determinations Committee: This term shall have the meaning set out in the ISDA Credit Derivatives Definitions.

Credit Event: In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

Credit Event Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Credit Event Notice: In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

Credit Institution: Any credit institution as defined in CRR.

Credit Quality Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

CRD: Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

CRR: Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 and all delegated regulatory and implementing technical standards adopted pursuant to Regulation (EU) No. 575/2013 and published in the Official Journal of the European Union from time to time.

Daily Backloading Novation Day: With respect to a Daily Backloading Transaction, the Clearing Day immediately following the Business Day on which such Daily Backloading Transaction has been submitted for clearing to LCH SA in accordance with Article 3.1.2.2.

Daily Backloading Cycle: The process operated by LCH SA, in accordance with Section 3.1.2, pursuant to which Daily Backloading Transactions are submitted for clearing.

EXHIBIT 5.1

Daily Backloading Transaction: A Client Backloading Transaction or a CM Backloading Transaction, as the case may be.

Damage: Any damage, loss, cost or expense of whatsoever nature.

Data Protection Law: Any legislation in force from time to time which implements the Directive 95/46/EC and Directive 2002/58/EC and any other similar applicable national privacy law, which applies to the business activities of LCH SA.

DC Credit Event Announcement: This term shall have the meaning given to such term for the purposes of the applicable Cleared Transaction.

Deemed Client Transaction: This term shall have the meaning given in Article 5.1.1.3(ii).

Default Notice: A notice issued by LCH SA to a Clearing Member following a determination that an Event of Default has occurred or is occurring in respect of such Clearing Member, including where that notice takes the form of an Automatic Early Termination Event Stipulation and that such Clearing Member will henceforth be treated as a Defaulting Clearing Member.

Defaulting Clearing Member: Any Clearing Member in respect of which an Event of Default has been declared by LCH SA.

Defaulting Clearing Member Termination Date: The date notified as such to a Defaulting Clearing Member by LCH SA in the Default Notice.

Delegation: The *délégation de créance imparfaite* mechanism governed by articles [42751336](#) et seq. of the French Civil Code, as described in Article 5.1.2.2.

Derivatives Clearing Organization: A derivatives clearing organization as defined in Section 1a (15) of the CEA and registered as such with the CFTC.

Disciplinary Proceedings: Proceedings established pursuant to Section 8 of the Procedures, under which LCH SA shall investigate and, where it considers appropriate, take action against a Clearing Member following any breaches or alleged breaches of the CDS Clearing Documentation.

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

DTCC: The Warehouse Trust Company LLC, a subsidiary of the US Depository Trust and Clearing Corporation, and any successor thereto.

DTCC Matching and Eligibility Report: The report containing the Eligible Weekly Backloading Transactions for each Clearing Member which is made available by LCH SA to each Clearing Member, at the time and in the manner set out in Section 5 of the Procedures.

Early Termination Trigger Date: The date specified in Clause 8.1 of the CDS Default Management Process.

EEA: The European Economic Area.

EXHIBIT 5.1

Eligibility Controls: The consistency checks and functional controls performed by LCH SA in accordance with Section 4 of the Procedures including:

- (i) checking to ensure the completeness of the information required by LCH SA as previously notified to Clearing Members to process the Transaction Data and novate the Original Transaction pursuant to and in accordance with the CDS Clearing Rules and the CDS Clearing Supplement; and
- (ii) determining whether such Original Transaction meets the Eligibility Requirements.

Eligibility Requirements: The requirements described in Section 4 of the Procedures with which Original Transactions must comply in order to be eligible for clearing by LCH SA.

Eligible Collateral: Such securities and other types of non Cash Collateral as are set out in Section 3 of the Procedures as being acceptable by LCH SA for the purposes of satisfying a Clearing Member's Margin Requirements and/or novating Original Transactions, as applicable.

Eligible Currency: Cash in such currencies as are set out in Section 3 of the Procedures as being acceptable by LCH SA as Cash Collateral.

Eligible Index Version: The version of a credit default swap index identified in accordance with Section 4 of the Procedures and in respect of which LCH SA provides CDS Clearing Services.

Eligible Intraday Transaction: An Intraday Transaction which passes the Eligibility Controls and the Client Transaction Checks (if applicable), pursuant to and in accordance with Article 3.1.4.4.

Eligible Reference Entity: A Reference Entity identified in accordance with Section 4 of the Procedures and in respect of which LCH SA provides CDS Clearing Services.

Eligible Weekly Backloading Transaction: A Weekly Backloading Transaction which:

- (i) has passed the Eligibility Controls; and
- (ii) has been selected by each of the relevant Clearing Members to be included in the Weekly Backloading Cycle in accordance with Section 5 of the Procedures.

EMIR: Regulation (EU) No. 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories and all delegated regulatory and implementing technical standards adopted pursuant to Regulation (EU) No. 648/2012 and published in the Official Journal of the European Union from time to time.

[EMP Creation Period:](#) This term shall have the meaning set out in the CDS Clearing Supplement.

End of Day: 19.30 on each Price Contribution Day.

End of Day Contributed Price: For each type of CDS [or Index Swaption](#) meeting the Eligibility Requirements and identical in all material aspects other than the Notional Amount, the price/spread provided by the Index Publisher to LCH SA for such CDS, [or calculated by LCH SA for such Index Swaption](#), and resulting from the Market Data.

EXHIBIT 5.1

End of Real Time: The time as specified in a Clearing Notice.

Euro: The Euro.

Eurosystem Central Bank: The European Central Bank and any of the national central banks of the European Union Member States that have adapted the Euro as their common currency.

Event: Any of the events listed in Article 4.3.1.1 occurring in respect of a Clearing Member.

Event of Default: An Event that LCH SA has determined, pursuant to Article 4.3.1.1 and Article 4.3.1.2, should constitute an event of default and in respect of which a Default Notice is issued.

Excess Collateral: The CCM Excess Collateral or the FCM House Excess Collateral.

Excess Collateral Threshold: The CCM Excess Collateral Threshold or the FCM House Excess Collateral Threshold.

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

Exercise Cleared Transaction: This term shall have the meaning set out in the CDS Clearing Supplement.

Exercise Notice: This term shall have the meaning set out in the CDS Clearing Supplement.

Extraordinary Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Extreme Market Developments: Any one of the following:

- (i) an occurrence or circumstance that threatens or may threaten the fair and orderly clearing, settlement or liquidation of, or in respect of, Cleared Transactions (whether generally or in respect of a particular category of Cleared Transactions) or the continuity or proper and sound functioning of the CDS Clearing Service;
- (ii) a suspension to trading on markets of CDS, Index Swaptions, or other financial instruments relevant to the price or value of CDS or Index Swaptions, as applicable, or any other form of market disruption which makes the proper determination of the End of Day Contributed Price impossible or impractical; and/or
- (iii) any occurrence or circumstance that would negatively impact any financial market relevant to the CDS Clearing Service by introducing an unacceptable level of uncertainty, volatility or risk in respect of any or all Cleared Transactions or to the CDS Clearing Service;

and, in each case, the result of which makes it impractical for LCH SA to continue to operate the CDS Clearing Service in accordance with the CDS Clearing Documentation while satisfactorily managing its risks. For the avoidance of doubt, an event may constitute an Extreme Market Development even if it affects only one Clearing Member or a group of Clearing Members.

EXHIBIT 5.1

Failed Backloading Clearing Member: Any Clearing Member that is subject to a Backloading Failure.

Fallback Settlement Method: This term shall have the meaning set out in the ISDA Credit Derivatives Definitions.

FCM: A legal entity that is a futures commission merchant, as defined under CFTC Regulation 1.3(p) (or any successor or replacement regulation), and is registered in such capacity with the CFTC and a member in good standing of the NFA.

FCM Allocated Client Collateral Buffer: The portion of the FCM Client Collateral Buffer which, at the relevant time, is allocated to an FCM Client Margin Account in accordance with Article 4.2.2.4 and Section 2 of the Procedures.

FCM Available Client Collateral Buffer: The portion of the FCM Client Collateral Buffer which, at the relevant time, is not allocated to any FCM Client Margin Account and is available to be used to enable the novation of Client Trade Legs.

FCM Buffer Financial Account: A segregated account opened in the books of LCH SA to record the value of an FCM Clearing Member's FCM Client Collateral Buffer.

FCM CDS Clearing Regulations: The document issued by LCH SA and entitled "*FCM CDS Clearing Regulations*," as amended from time to time.

FCM Cleared Transaction: A CDS [or an Index Swaption](#) between LCH SA and an FCM Clearing Member as agent¹ for the account of an FCM Client (as described in FCM CDS Clearing Regulation 1(c)), registered in the relevant FCM Client Trade Account of such FCM Clearing Member, or as principal for its own account, registered in the FCM House Trade Account of such FCM Clearing Member, and resulting from:

- (i) the novation of an FCM Original Transaction;
- (ii) the creation of [an Exercise Cleared Transaction, a Swaption Restructuring Cleared Transaction](#), a Spin-off Single Name Cleared Transaction, a Restructuring Cleared Transaction, a Resulting Single Name Cleared Transaction or a Physically Settled Cleared Transaction (where applicable) pursuant to the CDS Clearing Supplement;
- (iii) the compression of existing FCM Cleared Transactions to a single FCM Cleared Transaction pursuant to TITLE III, Chapter 3;
- (iv) LCH SA entering into hedging transactions with an FCM Clearing Member pursuant to the CDS Default Management Process;
- (v) the transfer of FCM Cleared Transactions or Porting FCM Cleared Transactions in accordance with Section 3.4.1;

¹ Note to reader: the use of the term "agent" is required by the CFTC Regulations and does not refer to any specific legal category under French law.

EXHIBIT 5.1

- (vi) the Porting of FCM Cleared Transactions in accordance with the CDS Default Management Process; or
- (vii) LCH SA and a Backup Clearing Member entering into a new contract on equivalent terms to a terminated FCM Cleared Transaction as part of Porting pursuant to the CDS Default Management Process.

FCM Clearing Member: Any FCM that has been admitted as a clearing member in accordance with the CDS Clearing Rules and is a party to the CDS Admission Agreement and which has not elected to become a CCM, provided that if such FCM wishes to provide CDS FCM Client Clearing Services described in TITLE VI, it shall be a General Member.

FCM Client: A client of an FCM Clearing Member to which the FCM Clearing Member provides CDS Client Clearing Services and that is an eligible contract participant as defined in Section 1a(18) of the CEA, other than subparagraph (C) thereof, or as may be further defined by CFTC Regulations, with positions in Cleared Swaps (as that term is defined in CFTC Regulation 22.1), including FCM Cleared Transactions, on behalf of which the FCM Clearing Member provides the CDS Clearing Services described in Title VI and clears FCM Cleared Transactions; provided that any such client is only an FCM Client with respect to its positions in Cleared Swaps (as that term is defined in CFTC Regulation 22.1). For the avoidance of doubt, if an Affiliate of an FCM Clearing Member, which Affiliate is also registered with the CFTC as an FCM, carries Cleared Swaps on behalf of Cleared Swaps Customers (as that term is defined in CFTC Regulation 22.1) and maintains an omnibus account with such FCM Clearing Member to clear Cleared Swaps on behalf of such Cleared Swaps Customers, such omnibus account shall be considered an FCM Client for purposes of the CDS Clearing Rules.

FCM Client Account Structure: The FCM Client Trade Account(s), FCM Client Margin Account(s), FCM Client Financial Account(s), FCM Buffer Financial Account, FCM Unallocated Client Collateral Financial Account and FCM Client Collateral Account registered in the CDS Clearing System in the name of an FCM Clearing Member as described in TITLE VI, CHAPTER 2.

FCM Client Collateral Account: An account opened in the books of LCH SA to record the Collateral held by LCH SA for the benefit of an FCM Clearing Member's FCM Clients, the aggregate value of such Collateral being divided amongst, and recorded in:

- (i) the FCM Client Financial Account(s);
- (ii) the FCM Buffer Financial Account; and
- (iii) the FCM Unallocated Client Collateral Financial Account.

FCM Client Collateral Buffer: The aggregate value of Collateral transferred by an FCM Clearing Member to LCH SA, comprising such FCM Clearing Member's own property, and recorded in such FCM Clearing Member's FCM Buffer Financial Account which may be used by LCH SA to meet obligations in respect of the Cleared Transactions of the FCM Clients of such FCM Clearing Member, including for the purpose of satisfying the Notional and Collateral Checks performed by

EXHIBIT 5.1

LCH SA in respect of Eligible Intraday Transactions comprising one or more Client Trade Leg(s). For the avoidance of doubt, the FCM Client Collateral Buffer constitutes Cleared Swaps Customer Collateral as that term is defined in CFTC Regulation 22.1 (or any successor or replacement regulation).

FCM Client Collateral Buffer Shortfall: The amount (if any) by which the FCM Client Collateral Buffer Threshold exceeds the FCM Client Collateral Buffer.

FCM Client Collateral Buffer Threshold: The minimum value of Collateral which an FCM Clearing Member wishes to maintain as FCM Client Collateral Buffer.

FCM Client Excess Collateral: The amount of any FCM Excess Collateral attributable to an FCM Client Margin Account.

FCM Client Financial Account: A segregated account opened in the books of LCH SA for each FCM Client of the FCM Clearing Member to record the Legally Segregated Value of such FCM Client as determined by LCH SA in accordance with the CDS Clearing Rules.

FCM Client Margin Account: An account opened by LCH SA in the name of an FCM Clearing Member for the benefit of an FCM Client in the CDS Clearing System for risk management purposes, in which the FCM Cleared Transactions of the FCM Client are netted and corresponding Open Positions are registered, and any FCM Client related positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such FCM Clearing Member (if so applicable pursuant to Section 3.1.7 are recorded, in order to calculate the FCM Client Margin Requirement and Client Variation Margin Requirement of the FCM Clearing Member in respect of such FCM Client.

FCM Client Margin Requirement: With respect to each FCM Client Margin Account of an FCM Clearing Member, an amount equal to:

- (i) for all purposes other than the Morning Call: the aggregate of the Margins (other than Variation Margin and Credit Quality Margin), calculated by LCH SA on the basis of the Open Positions registered in such FCM Client Margin Account of the FCM plus any positions corresponding to Eligible Intraday Transactions pre-registered in accordance with Section 3.1.7; and
- (ii) for the purposes of the Morning Call: the higher of the following two amounts:
 - (a) the aggregate of the Margins (other than Variation Margin and Credit Quality Margin) in respect of the Open Positions registered in such FCM Client Margin Account; or
 - (b) the aggregate of the Margins (other than Variation Margin and Credit Quality Margin) in respect of the Open Positions registered in such FCM Client Margin Account plus any positions corresponding to Irrevocable Backloading Transactions

EXHIBIT 5.1

which are not Rejected Transactions and/or Cleared Transactions which are pre-registered in accordance with Section 3.1.7.

FCM Client Margin Shortfall: With respect to an FCM Client Margin Account of an FCM Clearing Member, the amount by which the FCM Client Margin Requirement for such FCM Client Margin Account exceeds the FCM Margin Balance of the associated FCM Client Financial Account, if any.

FCM Client Termination Amount: For the purpose of Title I, Chapter 3, any net positive or negative amount, denominated in Euro and determined pursuant to and in accordance with Article 1.3.1.9(ii)(b).

FCM Client Trade Account: An account opened by LCH SA in the name of an FCM Clearing Member for the benefit of an FCM Client in order to register all Cleared Transactions cleared by such FCM Clearing Member in relation to such FCM Client.

FCM Excess Collateral: The amount (if any) by which the FCM Margin Balance exceeds the Margin Requirement for any Margin Account of an FCM Clearing Member.

FCM House Cleared Transaction: Any FCM Cleared Transaction registered in the House Trade Account of an FCM Clearing Member.

FCM House Collateral Account: A house account opened in the books of LCH SA to record:

- (i) Collateral provided by an FCM Clearing Member for the purpose of satisfying its FCM House Margin Requirement; and
- (ii) FCM House Excess Collateral.

FCM House Excess Collateral: The amount of any FCM Excess Collateral attributable to an FCM House Margin Account.

FCM House Excess Collateral Shortfall: The amount (if any) by which the FCM House Excess Collateral Threshold exceeds the FCM House Excess Collateral.

FCM House Excess Collateral Threshold: The minimum amount of Collateral that an FCM Clearing Member wishes to maintain as FCM House Excess Collateral in its FCM House Collateral Account.

FCM House Margin Account: An account opened by LCH SA in the name of an FCM Clearing Member in the CDS Clearing System for risk management purposes, in which FCM House Cleared Transactions are netted and corresponding Open Positions are registered, and any house positions corresponding to Eligible Intraday Transactions and Irrevocable Backloading Transactions pre-registered in the Account Structure of such FCM Clearing Member (if so applicable pursuant to Section 3.1.7) are recorded, in order to calculate the FCM House Margin Requirement and House Variation Margin Requirement of the relevant FCM Clearing Member.

EXHIBIT 5.1

FCM House Margin Requirement: With respect to the FCM House Margin Account of each FCM Clearing Member, an amount equal to:

- (i) for all purposes other than the Morning Call, the aggregate of the Margins (other than Variation Margin) calculated by LCH SA on the basis of the Open Positions registered in such FCM House Margin Account plus any positions corresponding to Eligible Intraday Transactions pre-registered in accordance with Section 3.1.7; and
- (ii) for the purposes of the Morning Call, the higher of the following amounts:
 - (a) the aggregate of the Margins (other than Variation Margin) in respect of the Open Positions registered in such Margin Account; or
 - (b) the aggregate of the Margins (other than Variation Margin) in respect of the Open Positions registered in such CCM House Margin Account plus any positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions.

FCM House Margin Shortfall: With respect to a FCM House Margin Account of an FCM, the amount by which the FCM House Margin Requirement for such FCM House Margin Account exceeds the FCM Margin Balance of the associated FCM House Collateral Account, if any.

FCM Margin Balance: With respect to:

- (i) the FCM House Margin Account of an FCM Clearing Member, the aggregate value of Collateral transferred to LCH SA recorded in the corresponding FCM House Collateral Account; and
- (ii) an FCM Client Margin Account of an FCM Clearing Member, the Legally Segregated Value that LCH SA ascribes to, and records in, the FCM Client Financial Account attached to such FCM Client Margin Account in accordance with Section 2 of the Procedures.

FCM Required Collateral Amount: For each FCM Clearing Member, the sum of:

- (i) the FCM House Margin Shortfall;
- (ii) the FCM House Excess Collateral Shortfall;
- (iii) the FCM Client Buffer Collateral Shortfall; and
- (iv) the Total Client Margin Shortfall.

FCM Unallocated Client Excess Collateral: This term has the meaning set out in Article 6.2.5.1(ii).

FCM Unallocated Client Collateral Financial Account: A segregated account opened in the books of LCH SA to record the value of FCM Unallocated Client Excess Collateral as determined by LCH SA in accordance with Article 6.2.5.1 and Section 3 of the Procedures.

Final Settlement Notice: The notice delivered by LCH SA to a Defaulting Clearing Member pursuant to Article 4.3.3.4.

EXHIBIT 5.1

Financial Group: A Person shall belong to the same Financial Group as:

- (i) any entity controlled, directly or indirectly by the Person;
- (ii) any entity that controls, directly or indirectly, the Person; or
- (iii) any entity directly or indirectly under common control with the Person.

For this purpose, "control" of any entity or Person means ownership of a majority of the voting power of the entity or Person.

First Intraday Call: The Collateral Call performed on each Business Day at the time specified in Section 2 of the Procedures for an amount of collateral determined in accordance with Section 4.2.3 and Section 2 of the Procedures.

Fixed Amount: This term shall have the meaning given to it pursuant to the relevant Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation, as applicable.

Fixed Rate Payer: This term shall have the meaning given to it pursuant to the relevant Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation, as applicable.

Floating Rate Payer: This term shall have the meaning given to it pursuant to the relevant Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation, as applicable.

Force Majeure Event: Any extraordinary event that cannot be foreseen or avoided, which is outside the control of LCH SA or the relevant Clearing Member, as applicable, and which hinders or prevents the performance in whole or in part of any of their obligations under the CDS Clearing Documentation and, in relation to any obligation under the CDS Clearing Supplement that is part of the terms and conditions of a Cleared Transaction and where such obligation has not yet fallen due, such an occurrence that would hinder or prevent performance in whole or in part of any of their obligations thereunder were the occurrence or effects of the occurrence to continue until the date of performance of the relevant obligations, including but not limited to: fire, flood, storm, hurricanes, earthquakes, explosions, strokes of lightning, international conflicts, hostilities, terrorist action, civil unrest, war, embargoes, the unavailability or impairment of computer or data processing facilities, the failure of any external systems, including but not limited to any Approved Trade Source System, (and in respect of DTCC, after giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the CDS Clearing Supplement), TARGET2 and Illegality.

Former Clearing Member: A Person who was a Clearing Member prior to Membership Termination.

General Member: A CCM or an FCM Clearing Member that has been admitted by LCH SA as a General Member in accordance with Section 1 of the Procedures.

EXHIBIT 5.1

Global House Termination Amount: For the purpose of TITLE I, Chapter 3, the single, net positive or negative amount, denominated in Euro and determined pursuant to and in accordance with Article 1.3.1.9.

Gold Record: The Transaction Data in respect of a trade leg of a CDS which references an Eligible Index Version or an Eligible Reference Entity, as the case may be.

Gold Records File: The file received by LCH SA from DTCC which contains the Gold Records.

Governmental Authority: Any de facto or de jure government or any agency, instrumentality, ministry or department thereof.

House Account Structure: The House Trade Account, House Margin Account and House Collateral Account registered in the CDS Clearing System in the name of a Clearing Member as described in TITLE III, CHAPTER 2.

House Cleared Transaction: Any Cleared Transaction registered in the House Trade Account of a Clearing Member.

House Collateral Account: A CCM House Collateral Account or an FCM House Collateral Account, as the context requires.

House Excess Collateral: CCM House Excess Collateral or FCM House Excess Collateral, as the context requires.

House Excess Collateral Shortfall: The CCM House Excess Collateral Shortfall or the FCM House Excess Collateral Shortfall, as the context requires.

House Excess Collateral Threshold: The CCM House Excess Collateral Threshold or the FCM House Excess Collateral Threshold, as the context requires.

House Margin Account: A CCM House Margin Account or an FCM House Margin Account, as the context requires.

House Margin Requirement: The CCM House Margin Requirement or the FCM House Margin Requirement, as the context requires.

House Margin Shortfall: A CCM House Margin Shortfall or an FCM House Margin Shortfall, as the context requires.

House Termination Amount: For the purpose of TITLE I, Chapter 3, the single, net positive or negative amount, denominated in Euro and determined pursuant to and in accordance with Article 1.3.1.9(i).

House Trade Account: An account opened by LCH SA at the request and in the name of a Clearing Member within the Account Structure of the Clearing Member in the CDS Clearing System in order to register Cleared Transactions cleared by such Clearing Member for its own account.

EXHIBIT 5.1

House Trade Leg: Any trade leg of a CDS in respect of which a Clearing Member acts as protection buyer or protection seller- or any trade leg of an Index Swaption in respect of which a Clearing Member acts as Index Swaption buyer or Index Swaption seller.

House Variation Margin Requirement: The amount of Variation Margin calculated by LCH SA as being payable:

- (i) by a Clearing Member to LCH SA; or
- (ii) by LCH SA to a Clearing Member,

on the basis of the Open Positions and as the case may be, positions corresponding to Irrevocable Backloading Transactions which are not Rejected Transactions and/or Cleared Transactions which are pre-registered in accordance with Section 3.1.7, registered in the relevant Clearing Member's House Margin Account, in accordance with Section 2 of the Procedures.

Illegality: After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the CDS Clearing Supplement, due to an event or circumstance (other than any action taken by a party occurring after a Cleared Transaction is entered into), it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by either party as the case may be), on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of circumstances where a party would not have used all reasonable efforts to maintain in full force and effect all consents of any Governmental Authority that are required to be obtained by it with respect to the CDS Clearing Documentation or would not have used all reasonable efforts to obtain any that may become necessary in the future) for the Office through which such party makes and receives payments or deliveries with respect to such Cleared Transaction to perform any absolute or contingent obligation to make a payment or delivery in respect of such Cleared Transaction, to receive a payment or delivery in respect of such Cleared Transaction or to comply with any other material provision of the CDS Clearing Documentation relating to such Cleared Transaction.

Index Cleared Transaction: This term shall have the meaning set out in the CDS Clearing Supplement.

Index Cleared Transaction Confirmation: This term shall have the meaning set out in the CDS Clearing Supplement.

Index Publisher: ~~For the iTraxx® Europe Indices and Markit CDX™ Indices,~~ Markit Group Limited or any successor thereto or any replacement then appointed by the Index Sponsor for purposes of officially publishing the relevant index.

Index Sponsor: For the iTraxx® Europe Indices, Markit Indices Limited, and for the Markit CDX™ Indices, Markit North America Inc., or any successor thereto.

EXHIBIT 5.1

Index Swaption: A transaction which gives to a buyer the right to enter into a CDS referencing a portfolio of Reference Entities specified in a credit default swap index with a seller.

Index Swaption Buyer: A Clearing Member that is party to an Index Swaption Cleared Transaction as buyer.

Index Swaption Clearing Service: The CDS Clearing Service for which a Clearing Member elects to be registered for in accordance with Section 1 of the Procedures, allowing that Clearing Member to submit Index Swaptions for clearing by LCH SA in accordance with the CDS Clearing Documentation.

Index Swaption Cleared Transaction: This term shall have the meaning set out in the CDS Clearing Supplement.

Index Swaption Cleared Transaction Confirmation: This term shall have the meaning set out in the CDS Clearing Supplement.

Index Swaption Intraday Transaction: An Index Swaption which:

- (iii) has been entered into between two ATSS Participants; and
- (iv) is submitted for clearing to LCH SA by the relevant ATSS Participants through an Approved Trade Source System in accordance with Section 3.1.4.

Index Swaption Seller: A Clearing Member that is party to an Index Swaption Cleared Transaction as seller.

Initial Margin: An amount equal to the aggregate of the Spread Margin, Short Charge Margin, Recovery Risk Margin, Interest Rate Risk Margin and Wrong Way Risk Margin.

Initial Payment Amount: This term shall have the meaning given to it pursuant to the relevant Index Cleared Transaction Confirmation or Single Name Cleared Transaction Confirmation.

Insolvency Proceeding: Where a Clearing Member or, as applicable, any related Parent:

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (ii) becomes insolvent or unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iv) institutes or has instituted against it a proceeding seeking judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights or a petition is presented for its winding-up or liquidation and in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition: (a) results in a judgment of insolvency or bankruptcy, or the entry

EXHIBIT 5.1

of an order for relief, or the making of an order for winding-up or liquidation; or (b) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

- (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets;
- (vii) has a secured party take possession of all or substantially all its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained in each case within thirty calendar days thereafter; or
- (viii) causes or is subject to any event with respect to it which, under Applicable Law, has an analogous effect to any of the events specified in paragraphs (i) to (vii) above.

For the avoidance of doubt, a resolution procedure, within the meaning of the Bank Recovery and Resolution Directive, does not qualify as an Insolvency Proceeding.

Interest Rate Risk Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Intraday Call: The First Intraday Call or the Second Intraday Call, as the case may be.

Intraday Call Reports: This term shall have the meaning set out in Section 5 of the Procedures.

Intraday Novation Margin Requirement: With respect to any Margin Account, an amount equal to the aggregate of the Margins (other than Variation Margin), calculated by LCH SA on the basis of the position corresponding to the relevant trade leg of the Eligible Intraday Transaction pre-registered in accordance with Section 3.1.7 after taking into account the effects of netting, if any, with the Open positions already registered in such Margin Account.

Intraday Transaction: A CDS ~~which:~~

~~(ix) has been entered into between two ATSS Participants; and~~
~~is submitted for clearing to LCH SA by the relevant ATSS Participants through~~ Intraday Transaction
~~or an Approved Trade Source System in accordance with Section 3.1.4~~ Index Swaption Intraday Transaction.

Investment Firm: An investment firm as defined in MiFID.

Irrevocable Backloading Transaction: An Irrevocable Weekly Backloading Transaction or an Irrevocable Daily Backloading Transaction, as the case may be.

EXHIBIT 5.1

Irrevocable Daily Backloading Transaction: Any Daily Backloading Transaction in respect of which the relevant Clearing Members are deemed to have given, at such time set out in Article 3.1.2.3, their irrevocable agreement for the novation by LCH SA of such Daily Backloading Transaction.

Irrevocable Weekly Backloading Transaction: Any Eligible Weekly Backloading Transaction in respect of which the relevant Clearing Members are deemed to have given, at such time set out in Section 5 of the Procedures, their irrevocable agreement for the novation by LCH SA of such Eligible Weekly Backloading Transaction.

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

ISDA Credit Derivatives Definitions: The 2003 ISDA Credit Derivatives Definitions or the 2014 ISDA Credit Derivatives Definitions, as applicable.

iTraxx® Europe Indices: Each of the series and versions of iTraxx® indices published on the Website, in accordance with Section 4 of the Procedures. Information about these indices and their publication, composition, weighting and calculation is available on the website of the Index Publisher (www.markit.com).

LCH Businesses: This term shall have the meaning set out in Article 4.3.3.1.

LCH Approved Outsourcing Agent: A person designated as such by LCH SA.

LCH Default: The occurrence of any of the events listed in Article 1.3.1.1, provided notice is provided pursuant to Article 1.3.1.2.

LCH Default Date: The date on which a notice given to LCH SA pursuant to Article 1.3.1.2 is deemed delivered to LCH SA as provided in Article 1.2.5.4.

LCH Default Payment Date: The day 27 Clearing Days after the Termination Date, unless otherwise set out in accordance with Article 1.3.1.9 or amended by LCH SA pursuant to Article 1.3.1.10.

LCH Default Time: The time at which a notice given to LCH SA pursuant to Article 1.3.1.2 is deemed delivered to LCH SA as provided in Article 1.2.5.4 and in the event that notices are received from more than one Affected Clearing Member, the first of those notices.

LCH Insolvency Proceeding: For the purpose of TITLE I, Chapter 3, where a safeguard procedure (*procédure de sauvegarde*), judicial reorganisation procedure (*procédure de redressement judiciaire*) or winding-up procedure (*procédure de liquidation judiciaire*) is formally opened by a French court against LCH SA in accordance with French applicable law and the judgment opening such LCH Insolvency Proceeding has been duly notified by the registry of the relevant French court in accordance with the provisions of the French Commercial Code or duly published in accordance with the provisions of the French Commercial Code.

EXHIBIT 5.1

LCH SA: The commercial name of "*Banque Centrale de Compensation*", a clearing house as defined by Article L. 440-1 of the French Monetary and Financial Code (*Code monétaire et financier*) complying with Title IV of Book V of the general regulations of the AMF.

LCH SA Contribution: An amount of Euro 20 million.

LCH Settlement Price: [This term shall have the meaning given in Article 4.2.7.1.](#)

Legally Segregated Value: With respect to an FCM Clearing Member, the value determined by LCH SA, at the times and in the manner set out in Section 2.2(f) of the Procedures, for each FCM Client Margin Account of such FCM Clearing Member, based on the aggregate value of the Collateral (excluding FCM Client Collateral Buffer) transferred by the FCM Clearing Member to LCH SA to meet the FCM Clearing Member's FCM Client Margin Requirement(s).

Loss Distribution Period: The period set out in Clause 1.1 of the CDS Default Management Process.

Loss Distribution Process: The process set out in Clause 7 of the CDS Default Management Process.

Mandatory Client Clearing Provisions: The provisions set out in Article 5.1.1.3.

Mandatory Indirect Client Clearing Provisions: The provisions set out in Article 5.1.3.2.

Margin: Any margin, including Spread Margin, Additional Margin, Short Charge Margin, Self-Referencing Protection Margin, Recovery Risk Margin, Interest Rate Risk Margin, Wrong Way Risk Margin, Accrued Fixed Amount Liquidation Risk Margin, Credit Event Margin, Variation Margin, Credit Quality Margin, Extraordinary Margin, Concentration Risk Margin and Contingency Variation Margin that LCH SA calculates to be payable by a Clearing Member in accordance with the terms of this CDS Clearing Rule Book and the Procedures.

Margin Account: A House Margin Account or a Client Margin Account, as the case may be, of a CCM or FCM Clearing Member.

Margin Account Uncovered Risk: In respect of any Business Day, the stress-tested potential loss that would be incurred on that Business Day in relation to the Open Positions that are registered in a Clearing Member's Margin Account, calculated in accordance with the methodology established by LCH SA.

Margin Balance: The CCM Margin Balance or the FCM Margin Balance, as the context requires.

Margin Repayment Amount: This term has the meaning set out in Clause 8.5 of the CDS Default Management Process.

Margin Requirement: The House Margin Requirement or any Client Margin Requirement, as applicable.

Margin Shortfall: The House Margin Shortfall or the Client Margin Shortfall, as the case may be.

EXHIBIT 5.1

Market Data: With respect to the Open Positions of a Clearing Member, the daily prices of such Open Positions which are provided to LCH SA in accordance with Section 5 of the Procedures.

Markit CDX™ Indices: Each of the series and versions of Markit CDX™ indices published on the Website, in accordance with Section 4 of the Procedures. Information about these indices and their publication, composition, weighting and calculation is available on the website of the Index Publisher (www.markit.com).

Markit LCH Settlement Price: This term shall have the meaning given in Article 4.2.7.1.

Matched Buyer: This term shall have the meaning set out in the CDS Clearing Supplement.

Matched Pair: This term shall have the meaning set out in the CDS Clearing Supplement.

Matched Seller: This term shall have the meaning set out in the CDS Clearing Supplement.

Maximum Notional Amount: The amount specified by LCH SA from time to time, if any, for all Clearing Members pursuant to Section 5 of the Procedures.

Member State: Any of the member states of the EEA from time to time.

Member Uncovered Risk: In respect of any Business Day, the stress-tested potential loss that would be incurred on that Business Day in relation to the Open Positions that are registered in a Clearing Member's Account Structure, calculated in accordance with the methodology established by LCH SA.

Membership Termination: The effective termination of a Clearing Member's membership of the CDS Clearing System and, subject to Article 2.4.2.4, the extinguishment of its liabilities and obligations to LCH SA in respect of Cleared Transactions.

Membership Termination Notice: A notice served by either LCH SA in accordance with Article 2.4.2.2(i) or a Clearing Member in accordance with Article 2.4.2.2(ii).

Membership Termination Notice Period: The period from the date on which a Membership Termination Notice is served to the Clearing Member Termination Date.

MiFID: Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

Morning Call: The Collateral Call performed on each Business Day at the time specified in Section 2 of the Procedures for an amount determined in accordance with Section 4.2.3 and Section 2 of the Procedures.

MTM Change: In relation to a Cleared Transaction, a material effect on the mark to market price of such Cleared Transaction.

NFA: The U.S. National Futures Association and any successor organisation.

Nominated Clearing Member: With respect to an Intraday Transaction comprising one or more Client Trade Leg(s) or a Client Backloading Transaction, a Clearing Member which has been

EXHIBIT 5.1

nominated by a Client, in the manner and form as prescribed by Section 5 of the Procedures, to consent to the registration of the relevant Client Trade Leg in the corresponding Client Trade Account(s).

Non Bidder: This term shall have the meaning set out in the CDS Default Management Process.

Non-Default Termination: Termination of a Clearing Member's membership other than as a result of:

- (i) an Event of Default occurring in respect of such Clearing Member; or
- (ii) an LCH Default.

Non-Default Unwind: In relation to a Clearing Member, the process by which the Clearing Member unwinds its Cleared Transactions, through:

- (i) transferring its House Cleared Transactions to another Clearing Member;
- (ii) procuring a transfer of the Client Cleared Transactions to one or more Receiving Clearing Member(s) in accordance with Title V, CHAPTER 3;
- (iii) liquidating, compressing or effecting any other form of close-out in relation to of its House Cleared Transactions or Client Cleared Transactions that have not been transferred to a Receiving Clearing Member in accordance with Title V, Chapter 3.

A closing out of Cleared Transactions on the termination of a Clearing Member's membership of LCH SA is a Non-Default Unwind only where an Event of Default has not occurred in relation to that Clearing Member.

Non-Defaulting Clearing Member: At any time, each Clearing Member who is not a Defaulting Clearing Member.

Non-Ported Cleared Transactions: The Client Cleared Transactions of a Defaulting Clearing Member which have not been ported in accordance with Clause 4.3 of the CDS Default Management Process.

Non-U.S. CCM: When used in the context of an Original Transaction that is an SBS, a "Non-U.S. CCM" shall mean a CCM that ~~is not a U.S. Person as that term is defined under SEC Regulations~~ engages in securities business activities solely outside the United States, its territories or possessions (except as otherwise permitted under SEC Regulation 15a-6 under the Exchange Act or under any other SEC Regulation without triggering a requirement to be registered as a "broker" or "dealer" under the Exchange Act, as those terms are defined in Section 3 of the Exchange Act). When used in the context of an Original Transaction that is not an SBS, a "Non-U.S. CCM" shall mean a CCM that ~~is not a U.S. Person as that term is defined under CFTC Regulations~~ —organized under the laws of, or has its main center of business located in, a jurisdiction other than the United States, its territories or possessions.

EXHIBIT 5.1

Non-U.S. CCM Client: When used in the context of an Original Transaction ~~that is an SBS~~, a “Non-U.S. CCM Client” shall mean a CCM Client that is organized under the laws of, or has its main center of business located in, a jurisdiction other than the United States, its territories or possessions~~not a U.S. Person as that term is defined under relevant SEC Regulations. When used in the context of an Original Transaction that is not an SBS, a “Non-U.S. CCM Client” shall mean a CCM Client that is not a U.S. Person as that term is defined under relevant CFTC Regulations.~~

Notional Amount: In respect of any Cleared Transaction, the Floating Rate Payer Calculation Amount as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

Notional and Collateral Check: The process by which LCH SA determines whether the Notional Amount of the relevant Eligible Intraday Transaction exceeds the Maximum Notional Amount and whether the Clearing Member has:

- (i) sufficient Excess Collateral recorded in the relevant Collateral Account which can be used to satisfy the Intraday Novation Margin Requirement as required by and set out in Section 2 of the Procedures; or
- (ii) in the circumstances described in Article 4.2.2.4 sufficient Available Client Collateral Buffer to allocate to:
 - (a) the relevant Client Account Structure, in the case of a CCM; or
 - (b) the relevant FCM Client Margin Account, in the case of an FCM Clearing Member,to satisfy the Intraday Novation Margin Requirement as required by and set out in Section 2 of the Procedures.

Novation Time:

- (i) In respect of a Backloading Transaction, as soon as technologically practicable following the Clearing Member Novation Acceptance Time on the relevant Clearing Day; and
- (ii) in respect of an Intraday Transaction, the point in time at which such Intraday Transaction is novated immediately following completion and satisfaction of the relevant Notional and Collateral Check with respect to the relevant Clearing Member as determined in accordance with the CDS Clearing System processes.

Office: With respect to LCH SA, its Paris head office and, with respect to any Clearing Member, the branch or office through which it acts for the purposes of the CDS Clearing Documentation, as initially set out in the CDS Admission Agreement it has entered into with LCH SA and as may be amended from time to time.

Open Position: The net sum of the obligations resulting from the netting of Cleared Transactions in accordance with Article 3.2.2.3, Article 5.2.3.3 or Article 6.2.3.3, as applicable.

Opening Hours: 08.00 to 19.30 on each Business Day.

EXHIBIT 5.1

Original Transaction: A Backloading Transaction or an Intraday Transaction.

Original Transaction Data: The Transaction Data and, in respect of an Intraday Transaction comprising one or more Client Trade Leg(s) or a Client Backloading Transaction, the identifier of the Nominated Clearing Member and as the case may be, the identifier of the relevant branch of the Client.

Parent: An entity is a parent in relation to another entity (the subsidiary) if:

- (i) it holds a majority of the voting rights in the subsidiary; or
- (ii) it is a shareholder or partner of the subsidiary and has the right to appoint or remove a majority of its board of directors; or
- (iii) it has the right to exercise a dominant influence over the subsidiary: (a) by virtue of provisions contained in the subsidiary's articles, or (b) by virtue of a control contract; or
- (iv) it is a shareholder or partner of the subsidiary and controls alone, pursuant to an agreement with other shareholders or partners, a majority of the voting rights in the subsidiary.

Payment Agent: A third party which holds a cash account with a central bank and/or a Credit Institution designated by LCH SA, and which a Clearing Member can use to fulfil some or all of its payment or Margin obligations towards LCH SA in accordance with the CDS Clearing Documentation.

Payment Failure: Any failure by a Clearing Member to, by the due time, transfer, deliver, deposit with or pay to LCH SA:

- (i) any or all Price Alignment Interest, Initial Payment Amount, Fixed Amounts, [Premiums](#), cash amounts due upon the occurrence of a Credit Event, securities, deliverable obligations or assets owed to LCH SA or to another Clearing Member in respect of Cleared Transactions registered in the name of the Defaulting Clearing Member with LCH SA;
- (ii) subject to Article 4.2.3.3(iii) Collateral to satisfy its Margin Requirements (including but limited to Spread Margin, Additional Margin, Short Charge Margin, Self-Referencing Protection Margin, Recovery Risk Margin, Interest Rate Risk Margin, Wrong Way Risk Margin, Accrued Fixed Amount Liquidation Risk Margin, Credit Event Margin, Concentration Risk Margin, Credit Quality Margin, Extraordinary Margin, Contingency Variation Margin or any additional Margin imposed by LCH SA pursuant to Article 4.2.1.2);
- (iii) Collateral to satisfy its Contribution Requirement; and
- (iv) Cash Payment to satisfy its Variation Margin Requirement.

Person: Any individual, legal entity, corporation, partnership, association, trust, sovereign state, agency or entity as the context admits or requires.

EXHIBIT 5.1

Physical Settlement Amount: In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

Physically Settled Cleared Transactions: This term shall have the meaning set out in the CDS Clearing Supplement.

Pledge Agreement: The agreement entered into between LCH SA and a Clearing Member having exercised its option to transfer Eligible Collateral to LCH SA through a Belgian law security interest pursuant to Article 3.2.3.2 and/or Article 5.2.4.2.

Pledged Eligible Collateral: Eligible Collateral which is pledged in accordance with a Pledge Agreement.

Ported Collateral: In relation to each Client Margin Account of a Defaulting Clearing Member:

- (i) the Client Assets or in respect of the CCM Client Margin Account of a CCM Gross Omnibus Sub-Account Structure, Client Assets, as attributed to that CCM Gross Omnibus Sub-Account Structure in the sole discretion of LCH SA, and/or as the case may be, the liquidation value of such Client Assets, together in an amount equivalent to the CCM Gross Omnibus Sub-Account Balance attributable to that CCM Gross Omnibus Sub-Account Structure; plus
- (ii) any other payments which would have been payable by LCH SA to the Defaulting Clearing Member in respect of the relevant Client Margin Account, but for the operation of Article 1.2.9.2, provided that the relevant Payment Failure was not attributable to the relevant Client Margin Account.

Porting FCM Cleared Transaction: This term has the meaning set out in Article 6.3.3.1.

Power of Attorney: Authority validly given by a Person, in accordance with all relevant Applicable Law, to enable another to act in the name of that Person.

Premium: [This term shall have the meaning set out in the 2006 Definitions.](#)

Price Alignment Interest: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Price Contribution Day: With respect to a Cleared Transaction with a CDS Contractual Currency:

- (i) in Euro: a Clearing Day; or
- (ii) in US Dollar: a Clearing Day that is a day on which commercial banks in New York City are open for business.

Price Contribution Delegate: In respect of a Clearing Member, an entity that:

- (i) is both an Affiliate and a Clearing Member; and
- (ii) has been duly approved by LCH SA to act in the place of such Clearing Member, pursuant to the conditions set forth in Section 5 of the Procedures.

EXHIBIT 5.1

Price Contribution Participant: Each Select Member which has opted for submitting Market Data in accordance with Section 5 of the Procedures or each General Member, or in each case, its Price Contribution Delegate.

Price Requirement Files: This term shall have the meaning set out in Section 5 of the Procedures.

Procedures: One or more documents published and identified as such containing the working practices and administrative or other requirements of LCH SA for the purpose of implementing or supplementing this CDS Clearing Rule Book and the CDS Clearing Supplement, or the procedures for application for and regulation of membership of LCH SA, as amended from time to time.

Product Family: Each category of CDS [or Index Swaption](#) in respect of which LCH SA provides CDS Clearing Services and that may be selected by a Select Member in its Product Family Form.

Product Family Form: In respect of a Select Member, the form referencing the Product Families that a Select Member intends to clear through LCH SA, as amended from time to time in accordance with Section 5 of the Procedures.

Real Time Session: The period commencing at the Start of Real Time and ending at the End of Real Time in respect of each Clearing Day.

Receiving Clearing Member: A Clearing Member receiving part or all the Cleared Transactions and, as the case may be, associated Client Assets, of a Client from a Carrying Clearing Member, pursuant to TITLE V, Chapter 3 for CCMs and TITLE VI, Chapter 3 for FCM Clearing Members, and in accordance with the Procedures.

Recovery Risk Margin: The amount calculated by LCH SA, in accordance with Section 2 of the Procedures.

Reference Entity: This term shall have the meaning set out in the ISDA Credit Derivatives Definitions.

Rejected Transaction: Any Original Transaction which is submitted to LCH SA but is rejected during the clearing process in accordance with the CDS Clearing Documentation and, therefore, does not become a Cleared Transaction.

Relevant Client Cleared Transaction: Any Client Cleared Transaction registered in a Client Trade Account of a Defaulting Clearing Member.

Representative: In relation to a Clearing Member, any Person that carries out or is responsible for (or purports to carry out or be responsible for) any of the functions of the Clearing Member, including without limitation any director, partner and/or any duly authorised officer, executive, employee, or agent.

Required Collateral Amount: The CCM Required Collateral Amount or the FCM Required Collateral Amount, as the context requires.

EXHIBIT 5.1

Restructuring: In respect of any Cleared Transaction, as defined under the terms of such Cleared Transaction incorporating the ISDA Credit Derivatives Definitions.

Restructuring Cleared Transaction: This term shall have the meaning set out in the CDS Clearing Supplement.

Restructuring Matched Pair: This term has the meaning set out in the CDS Clearing Supplement.

Resulting Single Name Cleared Transaction: This term shall have the meaning set out in the CDS Clearing Supplement.

Risk Committee: A committee installed by the board of directors of LCH SA in order to provide the latter with advice and recommendations on risk management matters. It is composed of representatives of LCH SA, representatives of Clearing Members and representatives of independent third parties. The committee assesses the risks borne by LCH SA and reviews LCH SA risk policies. More generally, it provides advice and recommendations on risk management framework which are ratified either by LCH SA Chief Executive Officer or by the board of directors of LCH SA as set-out in its terms of reference. The composition, frequency and powers of the committee are organised by its terms of reference as modified from time to time.

Rules Notice: A notice issued by LCH SA detailing any new, amended or revoked provisions of the CDS Clearing Documentation.

Rules Proposal: A consultation document issued by LCH SA detailing any proposal for a change in the provisions of the CDS Clearing Documentation.

SBS: Any security-based swap, as that term is defined in Section 3(a)(68) of the Exchange Act and the SEC Regulations there under.

Scheduled Membership Termination Date: The date specified in a Membership Termination Notice as being the date on which Membership Termination occurs.

SEC: The U.S. Securities and Exchange Commission.

SEC Regulations: The rules and regulations promulgated by the SEC and any interpretive guidance issued by the SEC or its staff.

Second Intraday Call: The Collateral Call performed on each Business Day at the time set out in Section 2 of the Procedures for an amount of collateral determined in accordance with Section 4.2.3 and Section 2 of the Procedures.

Securities Settlement Agent: A third party which is admitted as a participant of a securities settlement system and/or a central securities depository designated by LCH SA and holds a Securities account which a Clearing Member can use to fulfil some or all of its Securities delivery obligations or Margin obligations towards LCH SA or another Clearing Member.

EXHIBIT 5.1

Select Member: A CCM or an FCM Clearing Member that: (a) does not provide CDS Client Clearing Services; and (b) has been admitted by LCH SA as a Select Member in accordance with Section 1 of the Procedures.

Self-Referencing Protection Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Self Referencing Transaction: This term shall have the meaning set out in the CDS Clearing Supplement.

Settlement Finality Directive: Directive 98/26/[EEEC of the European Parliament and of the Council of 19 May 1998 on settlement finality in payment and securities settlement systems](#).

Settlement Matched Pair: This term shall have the meaning set out in the CDS Clearing Supplement.

Short Charge Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures.

Single Name Cleared Transaction: This term shall have the meaning set out in the CDS Clearing Supplement.

Single Name Cleared Transaction Confirmation: This term shall have the meaning set out in the CDS Clearing Supplement.

Specific Matter: Any one of the following:

- (i) the provisions set out in Article 4.4.3.4 and Article 4.4.1.4 which ensure that, during a CDS Post-Default Period, a Clearing Member cannot be required to transfer Collateral to LCH SA as a Contribution Requirement other than where it is called upon to pay its Additional Contribution Amount, calculated in accordance with Article 4.4.1.4;
- (ii) the provision in Article 4.3.2.2 which requires LCH SA to implement the CDS Default Management Process to manage the impact of any Event of Default of a Clearing Member;
- (iii) any provision, whether relating to the CDS Default Management Process or other provisions of the CDS Clearing Documentation, which purports to introduce the creation of, or closing out and valuation of, Cleared Transactions at a price and on terms determined by LCH SA in its discretion, forced allocation or any other analogous procedure through which a Clearing Member is required to take on additional risk at a price or on terms other than as agreed by the Clearing Member or in accordance with the CDS Default Management Process;
- (iv) the provisions in Article 1.3.1.1(i) in respect of the period of three Business Days following which a failure to pay or redeliver constitutes an LCH Default;

EXHIBIT 5.1

- (v) the resources which are available to LCH SA following the occurrence of an Event of Default and the order in which they are available to be used, as set out in Article 4.3.3.1;
- (vi) the provisions set out in Article 4.4.1.2 and Article 4.4.1.3, the definition of Additional Contribution Amount and the provisions set out in Section 6 of the Procedures, which govern the size of the CDS Default Fund; and
- (vii) the rights of the Clearing Members pursuant to Article 1.2.2.7 in relation to Specific Matters.

Spin-off Single Name Cleared Transaction: This term shall have the meaning set out in the CDS Clearing Supplement.

Spread Margin: The amount calculated by LCH SA, in accordance with Section 2 of the Procedures.

Spread Margin Floor: An amount representing the minimum level of Spread Margin, calculated in accordance with Section 2 of the Procedures by LCH SA, payable by Clearing Members and notified to Clearing Members generally from time to time.

Start of Real Time (SoRT): The time as specified in a Clearing Notice.

[Swaption Restructuring Cleared Transaction:](#) This term shall have the meaning set out in Part C of the CDS Clearing Supplement.

[Swaption Type:](#) This term shall have the meaning set out in Part C of the CDS Clearing Supplement.

Systems and Operations: All parts and components of the technical system of a Clearing Member, including hardware and software that is operated and maintained by or on behalf of a Clearing Member to clear Original Transactions together with the procedures that are in place to operate such system, including risk management provisions.

TARGET2: The system known as Trans-European Automated Real-time Gross Settlement Express Transfer 2.

TARGET2 Account: An account held by a TARGET2 participant in TARGET2 payment module with a Eurosystem Central Bank which is necessary for such TARGET2 participant to:

- (i) submit payment orders or receive payments via TARGET2; and
- (ii) settle such payments with such Eurosystem Central Bank.

Termination Amounts: The House Termination Amount, or the Global House Termination Amount as applicable, and the Client Termination Amount(s) as the case may be.

Termination Date: For the purpose of TITLE I, Chapter 3, the date (being a Clearing Day not earlier than the Clearing Day on which the relevant notice is effective) upon which the Cleared

EXHIBIT 5.1

Transactions in each Trade Account of a Clearing Member will be terminated and liquidated in accordance with Article 1.3.1.3 to Article 1.3.1.12.

TIW: The Trade Information Warehouse operated by DTCC.

TIW Participant: Any Person that is a direct participant in the TIW.

Total Client Margin Shortfall: With respect to a Clearing Member, an amount equal to the aggregate of the Client Margin Shortfalls of such Clearing Member.

Total Non Bidder Fraction: This term shall have the meaning set out in the CDS Default Management Process.

Trade Account: A House Trade Account and/or a Client Trade Account.

Transaction Data: This term shall have the meaning set out in the CDS Clearing Supplement.

~~U.S. CCM: When used in the context of an Original Transaction that is an SBS, a "U.S. CCM" shall mean a CCM that is a U.S. Person as that term is defined under SEC Regulations. When used in the context of an Original Transaction that is not an SBS, a "U.S. CCM" shall mean a CCM that is a U.S. Person as that term is defined under CFTC Regulations.~~

U.S. CCM: A CCM that is not a Non-U.S. CCM.

~~U.S. CCM Client: When used in the context of an Original Transaction that is an SBS, a "U.S. CCM Client" shall mean a CCM Client that is a U.S. Person as that term is defined under SEC Regulations. When used in the context of an Original Transaction that is not an SBS, a "U.S. CCM Client" shall mean a CCM Client that is not a Non-U.S. CCM Client Person as that term is defined under CFTC Regulations. relevant SEC Regulations. When used in the context of an Original Transaction that is not an SBS, a "U.S. CCM Client" shall mean a CCM Client that is a U.S. Person as that term is defined under relevant CFTC Regulations.~~

US Dollar: The United States Dollar.

Variation Margin: The amount calculated by LCH SA in accordance with Section 2 of the Procedures and including, where relevant, the Price Alignment Interest.

Variation Margin Requirement: The House Variation Margin Requirement or the Client Variation Margin Requirement in respect of any Client Margin Account, as applicable.

Website: www.lch.com.

Weekly Backloading Cycle: The process operated by LCH SA, in accordance with Section 3.1.1, pursuant to which Weekly Backloading Transactions are submitted for clearing.

Weekly Backloading Start Day: Each Monday which is a Business Day or any other day as may be determined by LCH SA in accordance with Article 3.1.1.10.

Weekly Backloading Novation Day: Each Thursday which is a Business Day or any other day as may be determined by LCH SA in accordance with Article 3.1.1.10.

EXHIBIT 5.1

Weekly Backloading Transaction: An existing CDS:

- (i) which has two House Trade Legs; and
- (ii) whose Transaction Data is contained in the Gold Records File.

Winding Down Event: A decision which:

- (i) is made by the *Autorité de Contrôle Prudentiel et de Résolution* and is final; or
- (ii) is made by a court of competent jurisdiction which is final and cannot be appealed (or, to the extent it could be appealed, there are reasonable grounds for concluding that such appeal would have no reasonable chance of success);

which prevents LCH SA from providing the CDS Clearing Service to all, or substantially all Clearing Members.

Wrong Way Risk Margin: The amount calculated by LCH SA, in accordance with Section 2 of the Procedures.

Section 1.1.2 Incorporation of defined terms

Article 1.1.2.1

The capitalised terms listed in this CDS Clearing Rule Book as having the meaning set out in the CDS Clearing Supplement, the ISDA Credit Derivatives Definitions, an Index Cleared Transaction Confirmation, [an Index Swaption Cleared Transaction Confirmation](#), a Single Name Cleared Transaction Confirmation, or the CDS Dispute Resolution Protocol shall be interpreted in accordance with the governing law of the CDS Clearing Supplement or the CDS Dispute Resolution Protocol, as the case may be.

Article 1.1.2.2

Capitalised terms which are used in the CDS Clearing Documentation and not otherwise defined in this CDS Clearing Rule Book shall have the meanings given in the document in which such terms are defined and shall be interpreted in accordance with the governing law of that document. Any Clearing Notice will be interpreted in accordance with the law of the relevant CDS Clearing Document to which it relates.

Section 1.1.3 Interpretation and references

Article 1.1.3.1

References to any law, regulation or directive in the CDS Clearing Documentation shall include any notice, order, guidance, example or subordinate legislation made from time to time under such law, regulation or directive.

EXHIBIT 5.1

Article 1.1.3.2

References to any law, regulation or directive in the CDS Clearing Documentation shall be construed as references to such law, regulation or directive as in force from time to time and, insofar as liability may arise thereunder, shall include such past law, regulation or directive which was applicable at the time of the relevant act or omission.

Article 1.1.3.3

Where reference is made in the CDS Clearing Documentation to a TITLE, Chapter, Section or Article, such reference is to a TITLE, Chapter, Section or Article of this CDS Clearing Rule Book unless otherwise indicated. Appendices to this CDS Clearing Rule Book form part of this CDS Clearing Rule Book.

Article 1.1.3.4

Chapter or Section headings in the CDS Clearing Documentation are for ease of reference only; they are not part of the content of the relevant Chapter or Section and shall not in any way affect the interpretation thereof.

Article 1.1.3.5

This CDS Clearing Rule Book and the CDS Clearing Supplement shall be implemented and supplemented by Procedures and interpreted by reference to Clearing Notices. The Procedures shall take effect and shall be binding on Clearing Members as if they formed part of this CDS Clearing Rule Book or the CDS Clearing Supplement, if applicable, subject to Article 1.1.3.8 below.

Article 1.1.3.6

Words importing the singular shall, where the context permits, include the plural and vice versa.

Article 1.1.3.7

Reference to writing contained in the CDS Clearing Documentation shall include typing, printing, lithography, photography or any other mode of representing or reproducing words in the visual form.

Article 1.1.3.8

The CDS Clearing Documentation shall be drawn up in English. Different language versions or translations of the CDS Clearing Documentation may be issued for information purposes. In the event of inconsistency between different language versions or translations of the CDS Clearing Documentation, the English language version of the CDS Clearing Documentation shall prevail over any other language versions or translations.

To the extent of any conflict between (i) any definition or provision contained in Appendix 1 of this CDS Clearing Rule Book; (ii) the remainder of this CDS Clearing Rule Book; (iii) the CDS Admission Agreement; (iv) the Pledge Agreement; (v) the CDS Clearing Supplement; (vi) an Index Cleared Transaction Confirmation ~~or~~ [an Index Swaption Cleared Transaction Confirmation or a](#)

EXHIBIT 5.1

Single Name Cleared Transaction Confirmation (as applicable); (vii) the Procedures; or (viii) any Clearing Notices, the first referenced document shall prevail, except with respect to any conflict arising from this CDS Clearing Rule Book being governed by French law and the CDS Clearing Supplement being governed by English law in relation to determining the existence and/or amount of any payment and delivery obligations under any Cleared Transactions, in respect of which the CDS Clearing Supplement, the Index Cleared Transaction Confirmation ~~or~~, [an Index Swaption Cleared Transaction Confirmation](#) or a Single Name Cleared Transaction Confirmation, as applicable, shall prevail to the extent permitted by law.

Article 1.1.3.9

The "CDS Buyer" ~~and~~, "CDS Seller", ["Index Swaption Buyer" and "Index Swaption Seller"](#) within the meaning of the CDS Clearing Documentation shall not be construed as being, respectively, a buyer or a seller under a sale contract within the meaning of article 1582 of the French Civil Code.

EXHIBIT 5.1

CHAPTER 2 - GENERAL PROVISIONS

Section 1.2.1 General

Article 1.2.1.1

The CDS Clearing Documentation sets out the principles and general conditions governing the organisation and operation of the CDS Clearing Service.

Article 1.2.1.2

Any general or specific decisions which LCH SA is required or permitted to take pursuant to the provisions of the CDS Clearing Documentation shall be taken in accordance with general principles of good faith and fair dealing, in a commercially reasonable manner, in accordance with high standards of integrity, and at an appropriate level of seniority.

Article 1.2.1.3

The provisions of the CDS Clearing Documentation shall be binding on all Clearing Members in relation to the CDS Clearing Service and Clearing Members shall at all times comply with the requirements set out in the CDS Clearing Documentation in addition to any other conditions and restrictions that apply or are imposed in accordance herein.

Section 1.2.2 Modification

Article 1.2.2.1

LCH SA shall only be permitted to modify the CDS Clearing Documentation from time to time, in accordance with the provisions of this Section 1.2.2. For the avoidance of doubt, this Section 1.2.2 does not apply to the issuance of Clearing Notices.

Article 1.2.2.2

In respect of any proposed modification applying to Clearing Members generally including any proposed new provisions or amendments to and/or revocations of existing provisions, LCH SA shall first consult with the appropriate legal, risk, operational and/or other forums established by LCH SA, in which Clearing Members may request to participate. Subject to Article 1.2.2.4 and Article 1.2.2.7, if, pursuant to this consultation process, LCH SA wishes to proceed with a proposed modification, LCH SA shall issue a Rules Proposal to all Clearing Members providing at least 14 days for Clearing Members to respond.

Article 1.2.2.3

Subject to Article 1.2.2.6, following the due completion of the process set out in Article 1.2.2.2, LCH SA may issue a Rules Notice. The Rules Notice shall provide full details of each new, amended or revoked provision of the CDS Clearing Document. Each such Rules Notice shall come into effect two Clearing Days after its publication or upon a later Clearing Day specified in such Rules Notice.

EXHIBIT 5.1

Article 1.2.2.4

Other than in respect of any matter which is a Specific Matter, for which Article 1.2.2.7 shall apply, LCH SA may issue a Rules Notice without having issued a Rules Proposal or provided 14 days for Clearing Members to respond in accordance with Article 1.2.2.2 in the following circumstances:

- (i) the proposed modification is of a limited, technical nature or relates to minor, administrative provisions and, in each case, LCH SA reasonably considers that prior consultation of Clearing Members in accordance with Article 1.2.2.2 is not appropriate;
- (ii) the proposed modification is required, necessary or desirable (whether in accordance with the legal advice received by LCH SA or otherwise) to ensure that LCH SA:
 - (a) complies with Applicable Law, accounting standards or the requirements or recommendations of any Governmental Authority or any of its Competent Authorities; or
 - (b) maintains its status as a clearing house within the meaning of Article L. 440-1 of the French Monetary and Financial Code or any other legal or regulatory status it has under any other Applicable Law;
 - (c) properly manages any risks to LCH SA arising out of what LCH SA reasonably considers to be Extreme Market Developments;

provided that no modifications shall be made under sub-paragraphs (a) or (b) above without issuing a Rules Proposal and providing 14 days for Clearing Members to respond unless it is impractical for LCH SA to do so or LCH SA acting reasonably and in good faith considers it not to be necessary; and provided that no modifications shall be made under sub-paragraph (c) above without LCH SA having first convened an emergency meeting of the Risk Committee (which shall constitute the appropriate forum for the purposes of Article 1.2.2.2) on whatever notice period LCH SA is able to give and LCH SA's having regard to any advice of the Risk Committee before making any such modifications.

Notwithstanding its rights set out in this Article 1.2.2.4(ii)(c), LCH SA shall deal with an Event occurring in respect of a Clearing Member in accordance with its rights set out in Section 2.4.1 and Section 4.3.1 and shall deal with an Event of Default being declared in respect of a Clearing Member in accordance with Section 4.3.2 and Section 4.3.3. The occurrence of an Event, the declaration of an Event of Default or the due implementation of the CDS Default Management Process shall not constitute Extreme Market Developments.

Article 1.2.2.5

Where LCH SA issues a Rules Notice in the circumstances described in Article 1.2.2.4(i) or (ii), the Rules Notice shall come into effect on the expiry of such period of notice as is set out in such Rules Notice and LCH SA shall not be bound by the minimum period set out in Article 1.2.2.3.

EXHIBIT 5.1

Notwithstanding the foregoing, LCH SA agrees that, wherever feasible, a Rules Notice will be published on the Website two Clearing Days prior to it coming into effect.

Article 1.2.2.6

Subject to Article 1.2.2.4 and Article 1.2.2.11, LCH SA shall not, in any circumstances, be permitted to make any modification to the CDS Clearing Documentation that would alter the terms, including, but not limited to, the payment or delivery obligations, of a Cleared Transaction.

Notwithstanding the foregoing, in relation to any relevant index, where the related Index Publisher publishes an updated form of confirmation in respect of CDS referencing [such index or in respect of Index Swaption Cleared Transactions the underlying Index Cleared Transaction of which references](#) such index, or where ISDA publishes an updated form of confirmation for the Single Name Cleared Transaction, LCH SA may, in consultation with the Risk Committee, adopt such form of confirmation in respect of Index Cleared Transactions, [Index Swaption Cleared Transactions](#) or Single Name Cleared Transactions, as the case may be, either:

- (i) with respect to existing and future Cleared Transactions referencing such index, [Index Swaption Cleared Transactions the underlying Index Cleared Transaction of which references such index](#) or Single Name Cleared Transactions, as the case may be; or
- (ii) with respect to future Cleared Transactions referencing such index, [Index Swaption Cleared Transactions the underlying Index Cleared Transaction of which references such index](#) or Single Name Cleared Transactions, as the case may be, only,

and in each case may make consequential changes to the CDS Clearing Supplement and the Procedures, provided that LCH SA may only adopt such confirmations and make consequential changes following consultation with the Risk Committee and provided further that:

- (a) LCH SA may only adopt such confirmations when LCH SA determines, following consultation with the Risk Committee, that such confirmations are industry standard; and
- (b) LCH SA may only modify existing Cleared Transactions as the case may be, if LCH SA determines, following consultation with the Risk Committee, that such modifications will not result in an MTM Change in respect of the relevant Cleared Transaction, as the case may be.

Without prejudice to its right to make other changes to the CDS Clearing Documentation in accordance with this Section 1.2.2, LCH SA shall not, by Clearing Notice or otherwise, issue any interpretation of any provision of any Cleared Transaction that is or purports to be binding on Clearing Members generally. Following the due completion of the process set out in Article 1.2.2.2, LCH SA will issue a Rules Notice in accordance with Article 1.2.2.3.

Article 1.2.2.7

If LCH SA issues a Rules Proposal which purports to amend, introduce, override, contravene or revoke any Specific Matter, LCH SA shall ensure that the consultation process involving Clearing

EXHIBIT 5.1

Members shall be no less than 30 calendar days from the date of the publication of this Rules Proposal and, as part of such consultation process, LCH SA shall act fairly and professionally in accordance with the best interests of the Clearing Members (as a whole) and sound risk management. On completion of the consultation process, LCH SA may issue a Rules Notice, subject that such Rules Notice shall come into effect no earlier than 180 calendar days from the date of its publication. Notwithstanding the foregoing, LCH SA shall be permitted to shorten the 30 calendar day and/or the 180 calendar day period if at least 50% of Clearing Members by number and 75% by contributions to the CDS Default Fund as at the date of its last calculation pursuant to Article 4.4.1.5 and Article 4.4.1.6 agree in writing to LCH SA.

Notwithstanding the foregoing, this Article 1.2.2.7 shall not apply in respect of any Rules Proposal and Rules Notice issued in order solely to implement a binding direction issued to LCH SA by any of its Competent Authorities.

Article 1.2.2.8

LCH SA may issue from time to time a Clearing Notice in accordance with this CDS Clearing Rule Book, the CDS Clearing Supplement or the Procedures. LCH SA may amend or revoke any previous Clearing Notice by means of a Clearing Notice. Except in cases where LCH SA considers a modification to guidance to be urgent (where modification may take immediate effect), a Clearing Notice shall take effect two Clearing Days after its publication.

Article 1.2.2.9

Clearing Notices may not be used to issue new, or amend or revoke any existing, principles, rights or obligations as set out in the CDS Clearing Rules or any Cleared Transaction. For the avoidance of doubt, Clearing Notices shall not be notices contemplated by or to be given under the terms of Cleared Transactions pursuant to the CDS Clearing Supplement and shall not be subject to Section 1.10 (Requirements Regarding Notices) of the 2003 ISDA Credit Derivatives Definitions or Section 1.38 (Requirements Regarding Notices) of the 2014 ISDA Credit Derivatives Definitions, as applicable.

Article 1.2.2.10

The terms of reference of the Risk Committee will be set by the board of directors of LCH SA, and any decision to change thereto will be subject to prior consultation with the Risk Committee. Such changes will be notified in advance to the Clearing Members and made by the board of directors of LCH SA.

Article 1.2.2.11

LCH SA may, in consultation with the Risk Committee and such other appropriate legal, operational and other forums established by LCH SA, modify this CDS Clearing Rule Book, the CDS Clearing Supplement and/or the Procedures in accordance with any relevant CDS industry sponsored protocol or other industry sponsored protocol (or, in each case, other multilateral agreement process) to which, as at 17.00 on the originally scheduled closing date of such protocol

EXHIBIT 5.1

or other multilateral agreement process, at least 50% of Clearing Members by number and 50% by contribution to the CDS Default Fund as at the date of its last recalculation pursuant to Article 4.4.1.5 and Article 4.4.1.6 agree to adhere, with such modification to be applicable to all existing or future Cleared Transactions of the relevant CDS Type [or Swaption Type, as the case may be](#), as set forth in such protocol or multilateral agreement process or resolution.

Article 1.2.2.12

In relation to any proposed modification in accordance with Article 1.2.2.4, LCH SA shall, following consultation with the appropriate legal, risk, operational and/or other forums established by LCH SA in relation to such proposed modification, determine whether such proposed modification will have an MTM Change on any existing Cleared Transaction that will be affected by any such proposed modification and any amount that shall be payable to a Clearing Member by LCH SA or from a Clearing Member to LCH SA to reflect such MTM Change. LCH SA shall, following any determination of an MTM Change in respect of a Cleared Transaction and any payment due in respect thereof, promptly notify each relevant Clearing Member of the same and the date on which such amount shall be due and payable by LCH SA or the Clearing Member as applicable.

Section 1.2.3 Publication

Article 1.2.3.1

LCH SA shall ensure that the CDS Clearing Documentation is kept updated and that all such documents and each Clearing Notice, each Rules Proposal and each Rules Notice and all other decisions of general application to the Clearing Members and/or any relevant decisions in relation to the CDS Clearing Service provided by LCH SA to Clearing Members are posted on its Website and notified to Clearing Members individually in accordance with the CDS Admission Agreement, as appropriate.

Article 1.2.3.2

Whenever any Rules Notice is issued in relation to the CDS Clearing Service provided by LCH SA to Clearing Members, LCH SA shall ensure that the relevant CDS Clearing Documents are updated as soon as reasonably possible to reflect the modifications contained in the Rules Notice and shall post such updated document on the Website.

Article 1.2.3.3

LCH SA shall additionally update the Procedures periodically to incorporate guidance issued by way of Clearing Notice in relation to the CDS Clearing Service provided by LCH SA to Clearing Members, pursuant to Article 1.2.2.8, and shall post such updated Procedures on the Website.

EXHIBIT 5.1

Section 1.2.4 Extension or waiver

Article 1.2.4.1

The time fixed by the CDS Clearing Documentation for the doing of any acts by a Clearing Member in relation to LCH SA may be extended or waived by LCH SA in its discretion whenever it considers that an extension or waiver is necessary or in the best interests of the CDS Clearing Service.

Article 1.2.4.2

Any waiver of any right or consent given by LCH SA under the CDS Clearing Documentation is only effective if it is given in writing. Any such waiver or consent shall only apply to the circumstances for which it was given and shall not prevent LCH SA from subsequently relying upon the relevant provision in another circumstance. No delay or failure by LCH SA to exercise its rights or pursue any of its remedies under the CDS Clearing Documentation shall constitute a waiver.

Section 1.2.5 Notices - Communications

Article 1.2.5.1

Unless stated otherwise in the relevant sections of the CDS Clearing Documentation, LCH SA shall deliver any notice, order or communication which is required to be given to Clearing Members pursuant to the CDS Clearing Documentation by hand, post, courier, electronic transmission, email, facsimile or telephone to the address, email address, facsimile number or telephone number specified by a Clearing Member in the CDS Admission Agreement, as updated from time to time, except that a copy of any Default Notice delivered pursuant to Article 4.3.1.3, Final Settlement Notice delivered pursuant to Article 4.3.3.4 and/or Membership Termination Notice delivered pursuant to Article 2.4.2.2 must additionally be delivered to a Clearing Member by hand, post or courier.

Article 1.2.5.2

Upon the occurrence of an Event of Default in respect of a Clearing Member, LCH SA shall rely on the latest information received by LCH SA from the relevant Defaulting Clearing Member on its Client(s) in order to contact the relevant Client(s) or for the purposes of any payment to the relevant Clients(s).

Article 1.2.5.3

Clearing Members shall deliver, provide, serve on or file with LCH SA any notice, document, communication, filing or form that is required pursuant to the CDS Clearing Documentation in writing unless otherwise specified in the CDS Clearing Documentation.

Article 1.2.5.4

With the exception of modifications made under Section 1.2.2 (which will become effective on the date stated therein), and unless stated otherwise in the relevant sections of the CDS Clearing

EXHIBIT 5.1

Documentation, any notice (including but not limited to any Default Notice, Clearing Notice, Rules Notice, and excluding any notice relating to Margin), document (including but not limited to any Rules Proposal), communication, filing or form, provided by LCH SA or a Clearing Member will, unless otherwise specified in the CDS Clearing Rules, only be effectively served, filed, made or provided:

- (i) if sent by post, on the third Business Day (or tenth Business Day in the case of airmail) after the day on which it was posted, with full postage paid and in a correctly addressed envelope;
- (ii) if delivered by hand or by courier, at the time of delivery or, if not delivered prior to 17.00 on a Business Day, on the following Business Day; and
- (iii) if delivered by facsimile or electronic transmission or published on the Website, on the Business Day of transmission or publication where such transmission or publication occurs prior to 16.00 or, where transmission or publication occurs after 16.00, on the following Business Day.

Article 1.2.5.5

LCH SA is entitled to act upon notice, order or communication appearing to have been issued by, or have come from, a Clearing Member or, pursuant to Clause 4.3 of the CDS Client Clearing DMP, a Client. These will be accepted by LCH SA as genuine, even if, for example, they are later found:

- (i) to be inaccurate, whether in whole or in part; or
- (ii) not to have been given by the Clearing Member or a Client, as appropriate; or
- (iii) not to have been given with the authority of the Clearing Member or a Client, as appropriate.

Section 1.2.6 Fees

Article 1.2.6.1

The fees payable by Clearing Members to LCH SA shall be published from time to time by LCH SA on the Website.

Article 1.2.6.2

Each Clearing Member shall pay to LCH SA such fees when due and payable and in such manner as is required by LCH SA.

Section 1.2.7 Currency

Article 1.2.7.1

Subject to Article 1.2.7.4, if at any time a currency is substituted by another currency pursuant to existing or new legislation, the obligations of Clearing Members arising under the CDS Clearing

EXHIBIT 5.1

Documentation shall take place in the substitute currency as from the effective date of such replacement providing that such substitute currency is an Eligible Currency.

Article 1.2.7.2

If substitution of a specific currency involves a period of transition, clearing by Clearing Members during this period of transition will take place in the currency as specified by LCH SA in a Rules Notice.

Article 1.2.7.3

If necessary, LCH SA shall establish the rate for converting the replaced currency to the substitute currency as well as the applicable rounding rules in accordance with the Procedures, subject to Applicable Law.

Article 1.2.7.4

If at any time the currency in which Clearing Members are required to make Cash Payments is succeeded or substituted by another currency pursuant to existing or new legislation, LCH SA shall be required to consult with Clearing Members, in accordance with Article 1.2.2.2, prior to issuing a Rules Notice which revises the currency in which such Cash Payment obligations are required to be performed.

Article 1.2.7.5

Subject to Article 1.2.7.1 to Article 1.2.7.4 above, and to the extent permitted by Applicable Law, if any judgment or order expressed in a currency other than the CDS Contractual Currency is rendered:

- (i) for the payment of any amount owing in respect of any Cleared Transaction;
- (ii) for the payment of any amount relating to any early termination in respect of such Cleared Transaction; or
- (iii) in respect of a judgment or order of another court for the payment of any amount described in sub-paragraph (i) or (ii) above,

the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the CDS Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the CDS Contractual Currency received by such party as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the CDS Contractual Currency is converted into the currency of the judgment or order for the purpose of such judgment or order and the rate of exchange at which such party is able, acting in good faith and using commercially reasonable procedures in converting the currency received into the CDS Contractual Currency, to purchase the CDS

EXHIBIT 5.1

Contractual Currency with the amount of the currency of the judgment or order actually received by such party.

Article 1.2.7.6

To the extent permitted by Applicable Law, the provisions of Article 1.2.7.5 above constitute separate and independent obligations from the other obligations under the CDS Clearing Documentation, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of the CDS Admission Agreement.

Article 1.2.7.7

For the purpose of Article 1.2.7.5 and Article 1.2.7.6 above, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase of currencies been made.

Section 1.2.8 Time reference

Article 1.2.8.1

Where reference is made in the CDS Clearing Documentation to a time or deadline, it shall be understood to mean Central European Time (CET), unless otherwise stipulated in the CDS Clearing Documentation.

Section 1.2.9 Obligations of LCH SA to each Clearing Member

Article 1.2.9.1

In accordance with Article 3 of the Settlement Finality Directive, upon registration in accordance with this CDS Clearing Rule Book, Cleared Transactions shall be legally enforceable and binding on third parties even in the event of Insolvency Proceedings against a Clearing Member.

LCH SA undertakes to perform its obligations to each Clearing Member on the basis of the Cleared Transactions registered in its name, in accordance with the CDS Clearing Documentation.

Article 1.2.9.2

Where a Clearing Member is subject to a Payment Failure, LCH SA may (without prejudice to any other rights it may have against the Clearing Member) withhold any payments it would otherwise be obliged to make under the CDS Clearing Documentation to such Clearing Member up to the value of the payment(s) that constitute the Payment Failure (such value calculated using reasonable currency conversion rates where necessary) for so long as the Payment Failure continues.

The scope of the obligations that LCH SA undertakes to perform as counterparty to the relevant Clearing Members with respect to Cleared Transactions and as detailed in the relevant provisions

EXHIBIT 5.1

of the CDS Clearing Documentation after registration in accordance with this CDS Clearing Rule Book has occurred include, without limitation:

- (i) the payment of the Variation Margin to the relevant Clearing Member;
- (ii) the payment of the Price Alignment Interest to the Clearing Member;
- (iii) the payment of the Initial Payment Amount, if any, to the relevant Clearing Member;
- (iv) the payment of Fixed Amounts to the CDS Seller; ~~and~~
- (v) following a Credit Event, and in accordance with the CDS Clearing Supplement:
 - (a) when Auction Settlement applies, the payment of the Auction Settlement Amount to the CDS Buyer;
 - (b) when Physical Settlement applies, the payment to the CDS Buyer of the Physical Settlement Amount; and
 - (c) where the Partial Cash Settlement Terms apply pursuant to the Cleared Transaction, the payment of the Cash Settlement Amount to the CDS Buyer; ~~and~~
- (vi) the payment of the Premium to the relevant Index Swaption Seller in accordance with Part C of the CDS Clearing Supplement.

These obligations of LCH SA to each Clearing Member shall be determined after giving effect to netting as set out in Section 3 of the Procedures.

Section 1.2.10 Liability

Article 1.2.10.1

Subject to Article 1.2.10.2, Article 1.2.10.3 and Article 1.2.10.5 below, a Clearing Member shall be liable for any direct Damage incurred or suffered by LCH SA as a consequence of such Clearing Member's breach of any of its obligations under the CDS Clearing Documentation or the terms of a Cleared Transaction.

Article 1.2.10.2

A Clearing Member will not be held liable for any special, indirect or consequential Damage, including loss of custom, profit or revenues, or any Damage which results from abnormal or fraudulent use of the CDS Clearing System by third parties, or for any Damage resulting from acts or omissions of third parties, other than members of its Financial Group.

EXHIBIT 5.1

Article 1.2.10.3

Unless expressly stated otherwise in the CDS Clearing Documentation, LCH SA will under no circumstances be liable for any Damage, including that arising out of or in connection with any of the following:

- (i) in respect of a claim for Damages by a Clearing Member or a Client, following a total or partial failure by such Clearing Member to perform or comply with the CDS Clearing Documentation;
- (ii) any act or omission of a Clearing Member or other third party, including, without limitation, in the circumstances set out in (ix) or (xviii) below;
- (iii) any agreement or arrangement that a Clearing Member has entered into with a third party in connection with its activities under the CDS Clearing Documentation (including, without limitation, the CDS Client Clearing Agreement and any agreement or arrangement referred to in Section 2.2.7);
- (iv) any suspension, restriction or closure of LCH SA or its services, where required of LCH SA pursuant to Applicable Law, whether for a temporary period or otherwise;
- (v) reliance by LCH SA on any data provided to it by a Clearing Member or as may otherwise be provided to it in accordance with this CDS Clearing Rule Book, including the End of Day Contributed Prices;
- (vi) excepting any dispute arising under the CDS Dispute Resolution Protocol which may relate to whether an Original Transaction has been novated pursuant to this CDS Clearing Rule Book, any dispute arising from or in relation to any Original Transaction; including, but not limited to, any dispute as to the validity or otherwise of the Original Transaction, the terms of the Original Transaction or whether any alleged agreement or arrangement constitutes an Original Transaction;
- (vii) any failure to pre-register, or the improper pre-registration of, positions in the CDS Clearing System corresponding to an Original Transaction eligible for clearing by LCH SA because of a third party's fault or a Force Majeure Event affecting LCH SA;
- (viii) registration of Cleared Transactions in a Clearing Member's Trade Account and/or allocation of such Cleared Transactions in a Clearing Member's Margin Account where it does so on the basis of the Original Transaction Data with respect to the relevant Original Transaction;
- (ix) the quality, fitness for purpose, completeness or accuracy of End of Day Contributed Prices or composite prices/spreads;
- (x) in respect of a claim for Damages by a Defaulting Clearing Member, any decision by LCH SA to proceed with a liquidation of its Cleared Transactions or the taking of any other

EXHIBIT 5.1

action pursuant to Article 4.3.2.3 or the CDS Default Management Process (including, for the avoidance of doubt, the CDS Client Clearing DMP);

- (xi) the exercise, or failure to exercise, by LCH SA of any discretion or right conferred upon it by the CDS Clearing Documentation, including any actions taken or omitted to be taken in relation to the application of LCH SA's rights following the declaration of an Event of Default in respect of a Clearing Member;
- (xii) any statement, representation or warranty by LCH SA or any of its officers or representatives other than as expressly set out in the CDS Clearing Documentation or the CDS Admission Agreement;
- (xiii) any special, indirect or consequential Damage, including loss of custom, profit or revenues;
- (xiv) rejection of any application to become a Clearing Member;
- (xv) the effectiveness, efficiency, performance or any other aspect of the services provided by any Approved Trade Source System or the timeliness or otherwise of the delivery of any Original Transaction details by that Approved Trade Source System to LCH SA;
- (xvi) any error within or corruption of any data sent by an Approved Trade Source System directly or indirectly to LCH SA or to a Clearing Member or any delay in or failure of the transmission of such data to LCH SA;
- (xvii) the registration of a Cleared Transaction on the basis of incorrect or corrupted data sent to it by an Approved Trade Source System;
- (xviii) any decision of any ISDA Credit Derivatives Determinations Committee or any failure of any such committee to take any decision;
- (xix) any breach by a Clearing Member of its obligations, under any Applicable Law or otherwise resulting from the CDS Clearing Services, vis-à-vis its Clients, Affiliates or LCH SA (including, without limitation, in the case of an FCM Clearing Member, any breach of its obligations under the FCM CDS Clearing Regulations regarding segregation or any agreement or arrangement to which it is a party);
- (xx) any action or inaction on the part of any Clearing Member or third party which would prevent, impair, limit, restrict or delay the transfer or porting of Cleared Transactions or the conditions under which Cleared Transactions may be or are transferred or ported (whether in the context of an Event of Default or otherwise); or
- (xxi) any default of an FCM Client (or, if permitted pursuant to Article 6.1.1.1, an Affiliate), including, without limitation, a breach by an FCM Client (or such Affiliate) of its obligations under any Applicable Law, FCM Cleared Transaction or CDS Client Clearing Agreement.

EXHIBIT 5.1

Article 1.2.10.4

Nothing in Article 1.2.10.3 above shall be construed as LCH SA excluding or restricting its liability vis-à-vis any Clearing Member for:

- (i) fraud, fraudulent representation, gross negligence or an intentional omission or act on the part of LCH SA;
- (ii) personal injury or death caused by the negligence, recklessness or any intentional act or omission of LCH SA;
- (iii) any liability which cannot be lawfully excluded under Applicable Law (to the extent such liability cannot be lawfully excluded);
- (iv) the performance of its obligations vis-à-vis any Clearing Member pursuant to Section 1.2.9 (to the extent that no Event of Default has occurred with respect to such Clearing Member (and is ongoing), and other than where such liability occurs as a result of LCH SA following the CDS Default Management Process);
- (v) its obligation to return the Excess Collateral to a Clearing Member pursuant to Article 4.2.2.5 (to the extent that no Event of Default has occurred with respect to such Clearing Member);
- (vi) its obligation to transfer the Client Assets to a Receiving Clearing Member pursuant to Section 5.3.2 or Section 6.3.2;
- (vii) its obligation to return any CCM Unallocated Client Collateral or FCM Unallocated Client Excess Collateral (as applicable) to the Defaulting Clearing Member in accordance with Article 4.3.2.4;
- (viii) its obligation to transfer the Ported Collateral to a Backup Clearing Member pursuant to Clause 4 of the CDS Default Management Process;
- (ix) its obligation, in the case of a CCM, to return the CDS Client Clearing Entitlement to the relevant Client pursuant to Clause 4 of the CDS Default Management Process;
- (x) its obligation, pursuant to Article 2.4.2.11, to repay to a Clearing Member who voluntarily terminates its membership in accordance with Article 2.4.2.2 an amount equal to the sum of its Margin Balance and Client Collateral Buffer, (save that LCH SA shall be entitled to retain any collateral in accordance with the FCM CDS Clearing Regulations), any Collateral that has been transferred to LCH SA to satisfy its Contribution Requirement to the extent it has not been used by LCH SA in accordance with the CDS Clearing Rules and any recovery made by LCH SA in accordance with Article 4.4.3.8; or
- (xi) its obligation to return any FCM Client Collateral Buffer to an FCM Clearing Member.

EXHIBIT 5.1

Article 1.2.10.5

LCH SA and each Clearing Member shall take all reasonable care in the selection and monitoring of any Person that is to act on its behalf.

Section 1.2.11 Force Majeure Events

Article 1.2.11.1

Neither LCH SA nor a Clearing Member shall be liable for any failure, hindrance or delay in performance in whole or in part of its obligations under the CDS Clearing Documentation if and to the extent that such failure, hindrance or delay arises as a result of a Force Majeure Event affecting LCH SA or the Clearing Member (as the case may be).

Article 1.2.11.2

On the occurrence of a Force Majeure Event:

- (i) if applicable to a Clearing Member, such Clearing Member shall as soon as reasonably practicable notify LCH SA of the occurrence of the Force Majeure Event occurring in respect of it. The decision to notify LCH SA of a Force Majeure Event under this Article 1.2.11.2 will be taken by a Clearing Member at an appropriate level of seniority;
- (ii) if applicable to LCH SA, LCH SA shall issue a Clearing Notice, notifying all Clearing Members of the occurrence of the Force Majeure Event occurring in respect of it, which must be made by the Chief Executive Officer of LCH SA or at an appropriate level of seniority;
- (iii) all Clearing Members shall comply with any reasonable directions issued by LCH SA in respect of such Cleared Transactions affected by the Force Majeure Event and as are specified by LCH SA provided that such directions may not have the effect of amending, introducing, overriding, contravening or revoking any of the rights of Clearing Members in respect of any Specific Matter (unless, for the avoidance of doubt, LCH SA complies with the procedures set out in Article 1.2.2.7 as applicable) save where LCH SA is required to do so in order to implement a binding direction issued to it by any of its Competent Authorities, and provided that no such direction shall be given in the circumstances contemplated by Article 1.2.2.4(ii)(c) without LCH SA having complied with the requirements of that Article;
- (iv) each of the Clearing Members and LCH SA who are, and continue to be, affected by the Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the same upon each of their respective ability to perform their obligations under the CDS Clearing Documentation;
- (v) each Clearing Member affected by the Force Majeure Event shall promptly notify LCH SA as soon as its ability to perform is no longer affected by the Force Majeure Event; and

EXHIBIT 5.1

- (vi) if LCH SA was obliged to issue a Clearing Notice pursuant to Article 1.2.11.2(ii) above, it shall issue a further Clearing Notice to all Clearing Members as soon as its ability to perform is no longer affected by the Force Majeure Event.

Section 1.2.12 Confidentiality

Article 1.2.12.1

LCH SA shall hold all information concerning past or current activities of a Clearing Member (including, but not limited to, information concerning:

- (i) the Cleared Transactions registered in its Trade Account(s);
- (ii) the Open Positions registered in its Margin Account(s);
- (iii) the positions pre-registered in its Account Structure;
- (iv) its Margin Requirement;
- (v) the level of Excess Collateral maintained by such Clearing Member in respect of any of its Margin Accounts;
- (vi) the level of Client Collateral Buffer maintained by such Clearing Member;
- (vii) the Collateral transferred to LCH SA by such Clearing Member;
- (viii) deliveries and payments made by or to such Clearing Member; and
- (ix) any financial statements and other documents filed with LCH SA by such Clearing Member,

in a confidential manner and shall not make such confidential information known to any other person, save to the extent permitted by Article 1.2.12.2 to Article 1.2.12.5 below.

Article 1.2.12.2

LCH SA may, in accordance with the provisions of Article L. 632-17 of the French Monetary and Financial Code, when applicable, disclose any information referred to in Article 1.2.12.1 above:

- (i) with the written consent of the relevant Clearing Member;
- (ii) to any person to whom, at such times and in such manner as, LCH SA is required or formally requested to disclose information pursuant to an order of a competent court, or by or on behalf of any relevant Competent Authority with respect to LCH SA and/or the relevant Clearing Member, Client or Affiliate;
- (iii) to an Approved Trade Source System or the TIW, to the extent that such disclosure is necessary for the proper performance by LCH SA or the relevant Clearing Member of its obligations under the CDS Clearing Documentation;

EXHIBIT 5.1

- (iv) as expressly permitted by the CDS Clearing Documentation, including, without limitation, to one or several Clearing Members, to the extent that such disclosure is necessary for the proper management of an Event of Default or of an LCH Default and the implementation by LCH SA and Clearing Members of physical settlement of the Cleared Transactions, and the information thus disclosed by LCH SA shall be treated as confidential information by the receiving Clearing Members and shall not be made known to any other person nor used for any purpose other than that for which it has been disclosed by LCH SA;
- (v) to other clearing houses, to which the relevant Clearing Member is admitted as a member for the purpose of clearing CDS or Index Swaptions, as the case may be, in connection with the occurrence of an Event or an Event of Default in respect of such Clearing Member; or
- (vi) to any other person (with the exception of ratings agencies including but not limited to Moody's, Standard and Poor's and Fitch) to whom LCH SA is authorised to disclose such information pursuant to and in accordance with the provisions of Articles L. 511-33 and L. 511-34 of the French Monetary and Financial Code.

Article 1.2.12.3

LCH SA shall disclose to a Clearing Member, on request, details of the Competent Authority(ies) to whom it may disclose information, referred to in Article 1.2.12.1, pursuant to Article 1.2.12.2(ii).

Article 1.2.12.4

Where LCH SA is required or requested to disclose information referred to in Article 1.2.12.1 above in the circumstance described in Article 1.2.12.2(ii), the relevant Competent Authorities will also be promptly informed of such disclosure.

Article 1.2.12.5

LCH SA may disclose any information referred to in Article 1.2.12.1 above to LCH.Clearnet Group Limited, LCH.Clearnet Limited or LCH.Clearnet LLC, provided such recipient is bound by equivalent obligations of confidentiality regarding this information as those set out in this Section 1.2.12. Any such disclosure permitted under this Article 1.2.12.5 is limited to disclosure which allows LCH SA to perform its obligations under the CDS Clearing Documentation or for risk management purposes and no information is to be released for the commercial benefit of LCH.Clearnet Group Limited, LCH.Clearnet Limited, LCH.Clearnet LLC or any other Person.

Article 1.2.12.6

For the avoidance of doubt, nothing in this Section 1.2.12 shall prevent a Clearing Member from disclosing any information provided to LCH SA to Competent Authority(ies) or other third parties where required by Applicable Law.

EXHIBIT 5.1

Article 1.2.12.7

Where a Clearing Member owes a duty of confidentiality to LCH SA under the CDS Clearing Documentation, that Clearing Member is released from that duty to the extent that such disclosure is required under Applicable Law or by the Clearing Member's Competent Authority.

Section 1.2.13 Data protection

Article 1.2.13.1

For the purposes of its general administration, client and risk management and for the proper performance by LCH SA of its obligations under the CDS Clearing Documentation and Applicable Law and regulation, LCH SA, acting as data controller, processes personal data concerning representatives, managers, employees or any other individuals acting on behalf of the Clearing Members, in accordance with the Data Protection Law.

Article 1.2.13.2

LCH SA may disclose such personal data to such Persons and for such purposes as are set out in Section 1.2.12 in accordance with the Data Protection Law.

Article 1.2.13.3

In accordance with the Data Protection Law, the individuals, in relation to whom personal data is processed by LCH SA have the right (subject to payment of such fee to LCH SA as is published on the Website, where LCH SA is lawfully entitled to levy such a fee) to receive a copy of personal data held by LCH SA and to rectify any errors or inaccuracies in such personal data or delete them, in accordance with the provisions of the Data Protection Law, by contacting the membership department by email (Membership.SA@lch.com). Without prejudice to any other rights that individuals may have under the Data Protection Law, they may oppose the use of their personal data by LCH SA for marketing operations.

Article 1.2.13.4

The Clearing Members declare that each of their Representatives in relation to whom personal data is processed by LCH SA have been notified of the disclosure of their personal data to LCH SA for the purposes set out in Article 1.2.13.3.

Article 1.2.13.5

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 conversations contemplated by the CDS Clearing Documentation, and agrees to obtain any necessary consent of, and give any necessary notice of such recordings to, its relevant personnel and agrees, subject to Applicable Law, that recordings may be used in evidence.

EXHIBIT 5.1

Section 1.2.14 Governing law

Article 1.2.14.1

The CDS Clearing Rules and the CDS Admission Agreement shall be governed by and construed in accordance with French substantive law unless explicitly stated otherwise.

Article 1.2.14.2

The CDS Clearing Supplement, the ISDA Credit Derivatives Definitions, any Cleared Transactions (and any related definitions or Clearing Notices issued in respect of the CDS Clearing Supplement, the ISDA Credit Derivatives Definitions or any Cleared Transactions) [and the CDS Dispute Resolution Protocol](#) shall be governed by and construed in accordance with English substantive law.

Article 1.2.14.3

The Pledge Agreement shall be governed by and construed in accordance with Belgian substantive law.

Article 1.2.14.4

The FCM CDS Clearing Regulations (and any related definitions or Clearing Notices issued in respect of the FCM CDS Clearing Regulations), shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of laws principles, and the laws of the United States of America, in accordance with the terms of the FCM CDS Clearing Regulations.

Article 1.2.14.5

Any non-contractual obligations (within the meaning of Regulation (EC) no. 864/2007 as may be amended from time to time) arising out of, relating to, or having any connection with the CDS Clearing Documentation, or any Cleared Transaction, shall be governed by and construed in accordance with either: (i) French, substantive law; (ii) English substantive law; (iii) Belgian substantive law; or (iv) the substantive law of the State of New York and the federal laws of the United States of America, as determined by this Article 1.2.14.5. Such non-contractual obligations shall be governed by and construed in accordance with:

- (i) French law, where the non-contractual obligation is more closely connected to the CDS Clearing Rules (save the CDS Dispute Resolution Protocol) or the CDS Admission Agreement; or
- (ii) English law, where the non-contractual obligation is more closely connected to the CDS Clearing Supplement, the ISDA Credit Derivatives Definitions, the CDS Dispute Resolution Protocol and/or any Cleared Transactions (and/or to any related definitions or Clearing Notices issued in respect of the CDS Clearing Supplement, the ISDA Credit Derivatives Definitions, the CDS Dispute Resolution Protocol or any Cleared Transactions); or

EXHIBIT 5.1

- (iii) Belgian law, where the non-contractual obligation is more closely connected to the Pledge Agreement; or
- (iv) the laws of the State of New York and the laws of the United States of America where the non-contractual obligation is more closely connected to the FCM CDS Clearing Regulations (and/or to any related definitions or Clearing Notices issued in respect of the FCM CDS Clearing Regulations).

Section 1.2.15 Dispute resolution

Article 1.2.15.1

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

Section 1.2.16 Default Interest

Article 1.2.16.1

If either LCH SA or a Clearing Member defaults in the performance of any payment obligation, it will, to the extent permitted by Applicable Law, pay interest (before as well as after judgment) on the overdue amount to the other party on demand in Euro, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the average rate at which overnight deposits in Euro are offered by major banks in the French inter-bank market as at 11.00 (or, if no such rate is available, at such reasonable rate as LCH SA or, as applicable, the relevant Clearing Member may select) plus 1% *per annum*, for each day for which any such sum remains unpaid provided that default interest payable in case of late payment of fees due to LCH SA shall be as set out in the CDS Admission Agreement.

Section 1.2.17 Tax

Article 1.2.17.1

All payments under the CDS Clearing Documentation or any Cleared Transaction will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If LCH SA or a Clearing Member is so required to deduct or withhold, then LCH SA or the Clearing Member ("X") will:

- (i) promptly notify the recipient ("Y") of such requirement;
- (ii) pay to the relevant authorities the full amount required to be deducted or withheld (in the case of a Clearing Member as X, including the full amount required to be deducted or withheld from any amount paid by the Clearing Member to LCH SA under Article 1.2.17.1, Article 1.2.17.2 or Article 1.2.17.3) promptly upon the earlier of determining that such

EXHIBIT 5.1

deduction or withholding is required or receiving notice that such amount has been assessed against Y;

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

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

Article 1.2.17.2

In the event that any payment made by a Clearing Member to LCH SA under the CDS Clearing Documentation or any Cleared Transaction is subject to deduction or withholding (either at the time of such payment or in the future) for or on account of any Tax (other than a Tax that would not have been imposed in respect of such payment but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and LCH SA), then the Clearing Member shall pay to LCH SA an amount (such amount, together with any additional amount paid pursuant to Article 1.2.17.7, the "**Additional Amount**"), in addition to the payment to which LCH SA is otherwise entitled under the CDS Clearing Documentation or any Cleared Transaction, necessary to ensure that the net amount actually received by LCH SA (free and clear of any such deduction or withholding for or on account of any such Tax, whether assessed against the Clearing Member or LCH SA), will equal the full amount LCH SA would have received in the absence of any such deduction or withholding.

However, a Clearing Member will not be required to pay any Additional Amount to LCH SA under this Article 1.2.17.2 to the extent that it would not be required to be paid but for (i) the failure by LCH SA to provide to the Clearing Member such forms and documents as required under Article 1.2.17.5 or the CDS Admission Agreement, provided that this clause (i) shall apply only if (A) the relevant Clearing Member has notified LCH SA in writing of such failure and (B) LCH SA has failed to provide such forms or documents within five Business Days after the receipt of such notice; or (ii) the failure of a tax representation made by LCH SA pursuant to the CDS Admission Agreement between LCH SA and the Clearing Member to be accurate and true (unless the failure under this clause (ii) would not have occurred but for (A) any action taken by a taxing authority, or brought in a court of competent jurisdiction (regardless of whether such action is taken or brought with respect to a party to the relevant CDS Admission Agreement) or (B) a Change in Tax Law, that in each case occurs after LCH SA and the Clearing Member enter into the relevant CDS Admission Agreement (or, if applicable, the date that LCH SA and the Clearing Member amend such CDS Admission Agreement to account for such Change in Tax Law)) or a failure by LCH SA to provide the representations that it is obligated to provide pursuant to Article 1.2.17.10 below.

In the event that the failure under clause (ii) of the preceding paragraph would not have occurred but for the reasons described under sub-clause (A) or (B) thereof, LCH SA shall use commercially

EXHIBIT 5.1

reasonable efforts to provide to the Clearing Member a new tax representation (to the extent that it is appropriate) for the purpose of the relevant CDS Admission Agreement between LCH SA and the Clearing Member, promptly after the learning of such failure (so long as the provision of such representation would not materially prejudice the legal or commercial position of LCH SA).

A Clearing Member will also not be required to pay any Additional Amount to LCH SA under this Article 1.2.17.2 for any tax (a "**FATCA Withholding Tax**") imposed under U.S. Internal Revenue Code Sections 1471, 1472, 1473 or 1474 (or any successor sections that are substantially similar) and any regulation or authoritative guidance promulgated thereunder (collectively, the "**FATCA Rules**") provided that such FATCA Withholding Tax would not have been imposed but for LCH SA's failure to comply with the FATCA Rules.

For the purpose of this Article 1.2.17.2, "**Change in Tax Law**" means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law).

Article 1.2.17.3

If: (i) a Clearing Member is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding from any payment made to LCH SA under the CDS Clearing Documentation or any Cleared Transaction for or on account of any Tax, in respect of which the Clearing Member would be required to pay an Additional Amount to LCH SA under Article 1.2.17.2; (ii) the Clearing Member does not so deduct or withhold; and (iii) a liability resulting from such Tax is assessed directly against LCH SA, then, except to the extent the Clearing Member has satisfied or then satisfies the liability resulting from such Tax, the Clearing Member will promptly pay to LCH SA the amount of such liability (including any related liability for interest, penalties and costs).

Article 1.2.17.4

If: (i) LCH SA is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding from any payment made to a Clearing Member under the CDS Clearing Documentation or any Cleared Transaction for or on account of any Tax; (ii) LCH SA does not so deduct or withhold; and (iii) a liability resulting from such Tax is assessed directly against LCH SA, then, except to the extent the Clearing Member has satisfied or then satisfies the liability resulting from such Tax, the Clearing Member will promptly pay to LCH SA the amount of such liability (excluding any related liability for interest, penalties and costs).

Article 1.2.17.5

LCH SA shall provide to each Clearing Member (i) the tax forms and documents specified in the CDS Admission Agreement between LCH SA and the Clearing Member and (ii) any other form or document reasonably requested in writing by the Clearing Member in order to allow the Clearing Member to make a payment under the CDS Clearing Documentation or any Cleared Transaction

EXHIBIT 5.1

without deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document as described in this clause (ii) would not materially prejudice the legal or commercial position of LCH SA).

Article 1.2.17.6

LCH SA shall request from each Clearing Member: (i) the tax forms and documents specified in the CDS Admission Agreement between LCH SA and the Clearing Member and (ii) any other form or document reasonably requested in order to allow LCH SA to make a payment under the CDS Clearing Documentation or any Cleared Transaction without deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate. For the avoidance of doubt, in the event that any payment made by LCH SA to a Clearing Member under the CDS Clearing Documentation or any Cleared Transaction is subject to deduction or withholding (either at the time of such payment or in the future) for or on account of any Tax, LCH SA is not required to pay any additional amount in respect of such deduction or withholding. LCH SA will, at the Clearing Member's expense, use commercially reasonable efforts to cooperate with a Clearing Member to seek any credit or remission or other relief available with respect to any such Tax so deducted or withheld (so long as such cooperation would not, in LCH SA's judgment, materially prejudice the legal or commercial position of LCH SA).

Article 1.2.17.7

Each Clearing Member will pay any stamp, registration, documentation, excise, sales or value added Tax or any other similar Tax levied or imposed upon it or in respect of its execution or performance of any agreement, contract or transaction in connection with the CDS Clearing Documentation and will indemnify LCH SA against any such stamp, registration, documentation, excise, sales or value added Tax (to the extent that LCH SA is not able, in LCH SA's commercially reasonable judgment, to reclaim or recover such value added Tax) or any other similar Tax levied or imposed upon LCH SA or in respect of LCH SA's execution or performance of any agreement, contract or transaction in connection with the CDS Clearing Documentation. Any payment required to be made by a Clearing Member to LCH SA under this Article 1.2.17.7 shall include an additional amount equal to any Tax levied or imposed on LCH SA as a result of the receipt of any payment under this Article 1.2.17.7.

Article 1.2.17.8

Each Clearing Member shall promptly notify LCH SA in writing upon learning that any payment made by LCH SA to the Clearing Member or by the Clearing Member to LCH SA under the CDS Clearing Documentation is subject to any Tax, other than any Tax imposed or levied based on the net income of the Clearing Member or LCH SA, as applicable.

EXHIBIT 5.1

Article 1.2.17.9

Clearing Members shall not have any termination or other special rights in respect of Cleared Transactions as a result of the occurrence of adverse Tax consequences, whether relating to a Change in Tax Law or otherwise, it being understood that Clearing Members may, in accordance with the CDS Clearing Documentation, submit for clearing Original Transactions that, if accepted, would offset its Cleared Transaction. If so requested by a Clearing Member for the purpose of reducing adverse Tax consequences to such Clearing Member, LCH SA shall use reasonable efforts to expeditiously review an application for status as a Clearing Member submitted by an Affiliate of such requesting Clearing Member.

Article 1.2.17.10

LCH SA shall provide such representations and documentation as are required and requested by each Clearing Member such that each Clearing Member can make payments to LCH SA without deduction or withholding being applicable.

EXHIBIT 5.1

CHAPTER 3 - LCH DEFAULT

Section 1.3.1

Article 1.3.1.1

Any of the following events shall, on the service of notice in accordance with Article 1.3.1.2, constitute an LCH Default:

- (i) LCH SA has failed to make a payment, or to redeliver Eligible Collateral when such payment or redelivery is due and payable in accordance with the CDS Clearing Documentation, to a Clearing Member (other than to a Defaulting Clearing Member or in accordance with the first paragraph of Article 1.2.9.2) under any Cleared Transaction and such failure has not been cured by 17.00 on the third Business Day after the date on which notice of such failure is given by the Clearing Member to LCH SA;
- (ii) LCH SA notifies the Clearing Members stating that it is unable to pay the aggregate amount of the Margin Repayment Amounts or redeliver all relevant Pledged Eligible Collateral pursuant to Clause 8.7 of the CDS Default Management Process or fails to pay an LCH Repayment Amount when due by LCH SA to a Clearing Member in full pursuant to Clause 8.7 of the CDS Default Management Process (other than by operation of Clause 7.8 of the CDS Default Management Process); or
- (iii) LCH SA becomes subject to LCH Insolvency Proceedings.

In the event LCH SA becomes subject to LCH Insolvency Proceedings, LCH SA shall as soon as reasonably practicable, and no later than 23.59 on the Business Day on which the LCH Insolvency Proceedings commence (or, if such day is not a Business Day, no later than 23.59 on the first Business Day following the day on which the LCH Insolvency Proceedings commence), post a notice on the Website informing all Clearing Members of such circumstance. A failure to provide such notice shall not prohibit an Affected Clearing Member from posting the notice specified in Article 1.3.1.2.

Copies of any notices provided under Article 1.3.1.1(i) or (ii) shall be provided by LCH SA to the *Autorité de Contrôle Prudentiel et de Résolution*.

Article 1.3.1.2

In the event of any of the circumstances set out in Article 1.3.1.1 occurring, the Affected Clearing Member may provide LCH SA in writing with a notice, specifying the occurrence of an LCH Default. In the circumstance set out in Article 1.3.1.1(i) and (ii), such notice shall only be valid if given within 10 Clearing Days of the occurrence of the relevant event and the failure to pay or redeliver is continuing at the time the notice is delivered. In the circumstance set out in Article 1.3.1.1(iii), such notice shall only be valid if given within 10 Clearing Days of the day on which LCH Insolvency Proceedings have been published in the *Bulletin officiel des annonces civiles et commerciales (Bodacc)* in accordance with the provisions of the French Commercial Code. Any

EXHIBIT 5.1

such notice provided in accordance with this Article 1.3.1.2 must be provided in accordance with, and subject to, the requirements of Section 1.2.5.

An Affected Clearing Member shall not be permitted to serve a notice pursuant to this Article 1.3.1.2 in the case of the circumstances set out in Article 1.3.1.1(i) and (ii) where:

- (i) the failure to make the required payment, or to redeliver the required Eligible Collateral, and the failure to cure such failure within the grace period specified in Article 1.3.1.1, is solely as a consequence of a Force Majeure Event or such other technical or administrative reason outside of the reasonable control of LCH SA, provided that: (a) LCH SA is able to, and does, confirm that it would have had sufficient available resources to pay or redeliver but for the applicable Force Majeure Event, technical or administrative event; and (b) LCH SA makes such payment or delivery no later than one Clearing Day after the consequences of the Force Majeure Event or the other technical or administrative reason for its failure to pay or redeliver have ceased. For the avoidance of doubt, the limitation on an Affected Clearing Member serving a notice pursuant to this paragraph shall continue for as long as the consequence of a Force Majeure Event or such other technical or administrative reason mentioned above continues;
- (ii) the failure to pay or redeliver is permitted by the CDS Default Management Process.

For the purposes of Article 1.3.1.3 to Article 1.3.1.12, a notice duly provided by an Affected Clearing Member in accordance with this Article 1.3.1.2 shall bind LCH SA and all other Clearing Members (regardless of whether they are Affected Clearing Members or not) as if all other Clearing Members were Affected Clearing Members and had served such notice.

Article 1.3.1.3

In the event that it is subject to an LCH Default, LCH SA shall promptly post a Clearing Notice on its Website specifying the Termination Date and the LCH Default Time applicable to all Clearing Members. The Termination Date shall be the first Clearing Day after the LCH Default Date. Any failure of LCH SA to post a Clearing Notice on its Website shall not invalidate or otherwise delay the Termination Date.

As from the LCH Default Time:

- (i) LCH SA shall not accept any Original Transactions submitted to it for clearing and registration as Cleared Transactions and shall not otherwise register any new Cleared Transactions;
- (ii) neither LCH SA nor any Clearing Member shall be obliged to make any further payments or deliveries under any Cleared Transaction between them which would, but for this TITLE I, Chapter 3, have fallen due for performance on or after the LCH Default Time other than by settlement of the House Termination Amount and Client Termination Amount; and any obligations to make further payments or deliveries which would otherwise have fallen

EXHIBIT 5.1

due shall be satisfied by settlement (whether by payment, set off or otherwise) of the House Termination Amount and Client Termination Amount;

- (iii) any Power of Attorney or other authority for LCH SA to debit any payment or securities account of a Clearing Member, including a Clearing Member's TARGET2 Account shall be revoked and LCH SA shall not use, rely on or seek to use or rely on any such Power of Attorney or other authority;
- (iv) in circumstances where CCM Client Collateral Buffer has been allocated to a CCM Client Account Structure in accordance with Article 4.2.2.4 and Section 2 of the Procedures, LCH SA shall transfer an amount of Cash Collateral denominated in Euro which is equal to the CCM Allocated Client Collateral Buffer for the relevant CCM Client Account Structure from the CCM House Collateral Account to the CCM Client Collateral Account of that CCM Client Account Structure as soon as reasonably practicable;
- (v) where a CCM has CCM Unallocated Client Collateral, such CCM shall use its reasonable endeavours to notify LCH SA of the CCM Client Collateral Account(s) to which such Collateral should be recorded and, where LCH SA receives such notification, it shall update its books and records accordingly; and
- (vi) all other payment and delivery obligations (other than as set out in (ii) above) in relation to any Cleared Transactions and any other obligations pursuant to the CDS Clearing Documentation (including the repayment or redelivery, as applicable, of a Clearing Member's Margin Balance, Excess Collateral, CCM Unallocated Client Collateral, the Client Collateral Buffer, FCM Unallocated Client Excess Collateral, and other Collateral representing a Clearing Member's Contribution Requirement) shall be payable or deliverable on the Termination Date and in accordance with the provisions of this Chapter 3.

LCH SA shall, to the extent possible, return or redeliver all amounts received, or debited contrary to the revocation of its authority pursuant to sub-paragraph (iii), after the LCH Default Time.

Article 1.3.1.4

Each Clearing Member shall, on, or as soon as reasonably practicable after, the Termination Date, and in no event later than 25 Clearing Days after the Termination Date, determine as of the Termination Date:

- (i) the value of each Cleared Transaction; and
- (ii) the value of all other amounts which it owes to LCH SA and which LCH SA owes to it, in each case whether future, liquidated or unliquidated, actual or contingent, pursuant to the CDS Clearing Documentation.

Such calculations shall be undertaken separately in respect of the Client Cleared Transactions registered in, and all other amounts owed in relation to, each Client Trade Account, Client Margin

EXHIBIT 5.1

Account and CCM Client Collateral Account or FCM Client Financial Account (as applicable), for each Client Account Structure of the Clearing Member.

Article 1.3.1.5

For the purpose of Article 1.3.1.4(i) and where the LCH Default arises because of the circumstance set out in Article 1.3.1.1(i) or Article 1.3.1.1(ii), the determination by a Clearing Member of the value of each Cleared Transaction shall be determined, assuming satisfaction of each applicable condition precedent, without reference to the receipt or payment of Variation Margin in relation to any Cleared Transaction (or, for the avoidance of doubt, any part of the Margin Balance and Client Collateral Buffer) and without application of the Loss Distribution Process (if applicable) subject that each Clearing Member may take into account, in addition, any loss of bargain, any cost of funding, and/or without duplication, any loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position.

Article 1.3.1.6

For the purpose of Article 1.3.1.4, and in relation to Client Cleared Transactions recorded in and amounts owed in relation to each Client Account Structure, the Clearing Member shall calculate the value of:

- (i) the repayment by the Clearing Member or LCH SA of Variation Margin in respect of Open Positions registered in the corresponding Client Margin Account;
- (ii) the repayment or redelivery by LCH SA of all Collateral recorded in the relevant Client Collateral Account (including, in the case of a CCM, any CCM Allocated Client Collateral Buffer (if any) due to be transferred to the relevant CCM Client Collateral Account by LCH SA pursuant to Article 1.3.1.3(iv) and further, in the case of an FCM Clearing Member, the Legally Segregated Value ascribed to the FCM Client Financial Account) in respect of such Client Cleared Transactions, as the case may be, in each case without applying any haircuts to the valuation of the Collateral. In determining such amounts, the Clearing Member shall not take into account (a) Client Pledged Eligible Collateral returned to a CCM in accordance with the CDS Clearing Rules; (b) any CDS Client Clearing Entitlement calculated in accordance with Clause 4.4 of the CDS Default Management Process; or (c) any Collateral applied by LCH SA in order to reduce its loss in accordance with Article 4.3.3.1 or the CDS Default Management Process;
- (iii) in the case of an FCM Clearing Member, the repayment or redelivery by LCH SA of all Collateral recorded as Available Client Collateral Buffer in its FCM Buffer Financial Account (if any) in each case without applying any haircuts to the valuation of the Collateral;
- (iv) in the case of an FCM Clearing Member, the repayment or redelivery by LCH SA of all Collateral recorded as Allocated Client Collateral Buffer in its FCM Buffer Financial

EXHIBIT 5.1

Account (if any) in each case without applying any haircuts to the valuation of the Collateral;

- (v) in the event that the relevant Client Margin Account of the Clearing Member is a Cash Gainer as at the last successful payment of Margin prior to the LCH Default Date, the repayment by LCH SA of any net Cash Gainer Adjustments made pursuant to the CDS Default Management Process; and
- (vi) any other amounts that may be due to or from either the Clearing Member or LCH SA to or from the other in relation to the relevant Client Cleared Transactions, pursuant to the CDS Clearing Documentation.

For the purpose of Article 1.3.1.4, and in relation to House Cleared Transactions recorded in and amounts owed in relation to its House Account Structure, the Clearing Member shall calculate the value of:

- (i) the repayment by the Clearing Member or LCH SA of Variation Margin in respect of Open Positions registered in its House Margin Account;
- (ii) the repayment or redelivery by LCH SA of all Collateral recorded in its House Collateral Account (including, in the case of a CCM House Collateral Account, any CCM Available Client Collateral Buffer (if any)), without applying any haircuts to the valuation of the Collateral. In determining such amounts, the Clearing Member shall not take into account (a) Pledged Eligible Collateral returned to the Clearing Member in accordance with the CDS Clearing Rules; (b) any Collateral applied by LCH SA in order to reduce its loss in accordance with Article 4.3.3.1 or the CDS Default Management Process; or (c) in the case of a CCM, any CCM Allocated Client Collateral Buffer (if any) due to be transferred to the relevant CCM Client Collateral Account by LCH SA pursuant to Article 1.3.1.3(iv);
- (iii) in the event that the House Margin Account of the Clearing Member is a Cash Gainer as at the last successful payment of Margin prior to the LCH Default Date, the repayment by LCH SA of any net Cash Gainer Adjustments made pursuant to the CDS Default Management Process; and
- (iv) any other amounts that may be due to or from either the Clearing Member or LCH SA to or from the other in relation to the relevant House Cleared Transactions, pursuant to the CDS Clearing Documentation.

Where the LCH Default arises because of the circumstance set out in Article 1.3.1.1(ii), each Clearing Member shall use such amounts calculated by LCH SA pursuant to Clause 8.2(i) of the CDS Default Management Process (and without, for the avoidance of doubt, applying Clause 8.3) for the purposes of its valuation pursuant to Article 1.3.1.4(ii).

EXHIBIT 5.1

Article 1.3.1.7

For the purposes of any calculation required to be made under this Chapter 3, any sums calculated other than in Euro shall be converted into Euro at the relevant exchange rate as at 17.00 on the Termination Date. The relevant exchange rate shall be determined by the European Central Bank and taken from Reuters or, where not available for the relevant currency, such other provider as is notified in a Clearing Notice.

Article 1.3.1.8

Pursuant to the determination made under Article 1.3.1.4:

- (i) each gain by the Clearing Member and each other amount which LCH SA owes to it, shall be treated as a positive amount; and
- (ii) each loss suffered by the Clearing Member and each other amount which it owes to LCH SA shall be treated as a negative amount.

Article 1.3.1.9

A Clearing Member shall, as applicable:

- (i) with respect to its House Account Structure, aggregate all positive and negative amounts related to House Cleared Transactions calculated in accordance with Article 1.3.1.4 to Article 1.3.1.6 above in order to produce one net termination amount (the "**House Termination Amount**"); and
- (ii) (a) in the case of a CCM, with respect to each of its CCM Client Account Structures, aggregate: (I) all positive and negative amounts related to Client Cleared Transactions registered in the CCM Client Trade Account(s) of a CCM Individual Segregated Account Structure, calculated in accordance with Article 1.3.1.4 to Article 1.3.1.6 above, in order to produce one net termination amount for such CCM Individual Segregated Account Structure; (II) all positive and negative amounts related to Client Cleared Transactions registered in the CCM Client Trade Accounts of CCM Net Omnibus Segregated Account Clients in a single CCM Net Omnibus Client Set, calculated in accordance with Article 1.3.1.4 to Article 1.3.1.6 above, in order to produce one net termination amount for such CCM Net Omnibus Client Set; and (III) all positive and negative amounts related to Client Cleared Transactions registered in the CCM Client Trade Accounts of CCM Gross Omnibus Segregated Account Clients in a single CCM Gross Omnibus Client Set, calculated in accordance with Article 1.3.1.4 to Article 1.3.1.6 above, in order to produce one net termination amount for such CCM Gross Omnibus Client Set (each a "**CCM Client Termination Amount**"); or
- (b) in the case of an FCM Clearing Member, with respect to its FCM Client Account Structure, aggregate: (I) all positive and negative amounts related to Client

EXHIBIT 5.1

Cleared Transactions registered in each FCM Client Trade Account, calculated in accordance with Article 1.3.1.4 to Article 1.3.1.6 above, in order to produce one net termination amount for each such FCM Client Trade Account; and (II) all positive and negative amounts calculated pursuant to the foregoing clause (I), in order to produce one net termination amount for all FCM Client Trade Accounts of the FCM Clearing Member (such amount calculated pursuant to this clause (II), an "**FCM Client Termination Amount**").

For the avoidance of doubt, when calculating:

- (i) the House Termination Amount in accordance with this Article 1.3.1.9, a Clearing Member's obligations to LCH SA may never be set off: (x) with amounts attributable to any Client Collateral Account; (y) in the case of a CCM, with amounts attributable to the CCM Unallocated Client Collateral Account; or (z) in the case of an FCM Clearing Member, with amounts attributable to the FCM Buffer Financial Account or the FCM Unallocated Client Collateral Financial Account; and
- (ii) a Client Termination Amount in accordance with this Article 1.3.1.9, a Clearing Member's obligations to LCH SA may never be set off: (x) with amounts attributable to the House Collateral Account; (y) in the case of a CCM, with amounts attributable to the CCM Unallocated Client Collateral Account; or (z) in the case of a CCM, with amounts attributable to another Client Account Structure.

To the extent a Clearing Member is a member of another clearing service(s) provided by LCH SA, such Clearing Member shall aggregate the House Termination Amount and the house termination amount calculated in respect of a house account structure held in connection with such other clearing service(s) where LCH SA is subject to an LCH Default in accordance with the CDS Clearing Rules and a default in accordance with rules applicable to such other clearing service(s), in order to produce one net termination amount owed in relation to the CDS Clearing Service and such other clearing service(s) provided by LCH SA (the "**Global House Termination Amount**").

The Global House Termination Amount shall be notified and paid in accordance with Article 1.3.1.9 to Article 1.3.1.11.

The Clearing Member shall notify LCH SA of the Termination Amounts, by which party each such Termination Amount is payable, and showing in reasonable detail how they have been calculated, immediately after the calculation thereof.

If for any reason one or more Clearing Member(s) fail(s) to determine and notify the Termination Amounts to LCH SA on or before the day falling 25 Clearing Days after the Termination Date (such day being the "**Notification Limit Date**"), LCH SA shall post a notice on the Website and make its own determination of the respective Termination Amounts, in respect of each such Clearing Member(s) within the 25 Clearing Days following the Notification Limit Date, and shall notify the relevant Clearing Member(s) of the respective Termination Amounts it has determined immediately after the calculation thereof. In such case, the LCH Default Payment Date for all

EXHIBIT 5.1

Clearing Members shall be the second Clearing Day after the date on which the Termination Amounts have been notified by LCH SA; if, however, LCH SA fails to make such determination and notification, the LCH Default Payment Date in respect of all Clearing Members having duly determined and notified their Termination Amounts to LCH SA shall be the 27th Clearing Day following the Notification Limit Date.

If any of the Termination Amounts is a positive amount, LCH SA shall pay it to the Clearing Member and, if any of the Termination Amounts is a negative amount, the Clearing Member shall pay it to LCH SA, in each case in accordance with Article 1.3.1.10 below.

Article 1.3.1.10

The Termination Amounts in respect of each Clearing Member shall be paid by LCH SA or a Clearing Member, as the case may be, in Euro by 17:00 on the LCH Default Payment Date. Neither LCH SA nor a Clearing Member, as the case may be, shall be permitted to effect payment netting between the House Termination Amount, or the Global House Termination Amount as applicable, on the one hand and the Client Termination Amounts on the other hand.

In addition, to the extent a CCM has any CCM Unallocated Client Collateral or an FCM Clearing Member has any FCM Unallocated Client Excess Collateral as at the Notification Limit Date, LCH SA shall repay such Collateral to the Clearing Member for the account of its Clients by 17:00 on the LCH Default Payment Date.

Article 1.3.1.11

If LCH SA has received notices pursuant to Article 1.3.1.9 from all Clearing Members setting out their respective Termination Amounts, LCH SA may by no less than 2 Clearing Days' notice on the Website specify an earlier date as the LCH Default Payment Date.

In addition, LCH SA shall redeliver all Pledged Eligible Collateral (other than Pledged Eligible Collateral which LCH SA has applied in order to reduce its loss in accordance with Article 4.3.3.1 or the CDS Default Management Process) on the LCH Default Payment Date.

Article 1.3.1.12

The Clearing Member's rights under this Chapter 3 shall be in addition to, and not in limitation or exclusion of, any other rights which the Clearing Member may have.

This Chapter 3 shall be without prejudice to the rights that LCH SA may have pursuant to the CDS Clearing Rules against any Clearing Member prior to the occurrence of the LCH Default.

EXHIBIT 5.1

TITLE II

MEMBERSHIP

EXHIBIT 5.1

CHAPTER 1 - GENERAL PROVISIONS

Section 2.1.1 Participants

Article 2.1.1.1

As a securities settlement system within the meaning of the Settlement Finality Directive, LCH SA has only direct participants, being the Clearing Members. It does not have any indirect participants.

Article 2.1.1.2

The following entities are eligible to become a Clearing Member, pursuant to Article L. 440-2 of the French Monetary and Financial Code:

- (i) Credit Institutions and Investment Firms, having their head office in France and French branches of credit institutions not having their head office in a Member State ;
- (ii) Credit Institutions and Investment Firms, having their head office, or as the case may be their effective direction, in a Member State other than France;
- (iii) legal persons whose members or shareholders have unlimited joint and several liability for their debts and obligations, provided that such members or shareholders are institutions or firms mentioned under Article 2.1.1.2(i) and/or (ii) above;
- (iv) legal persons having their head office in metropolitan France or in French overseas departments or in Saint-Barthélemy or Saint-Martin and whose principal or sole object is the clearing of financial instruments ;
- (v) in the circumstances set out in the general regulations of the AMF and with the prior approval of the AMF, Credit Institutions and Investment Firms other than those mentioned under Article 2.1.1.2(i) and/or (ii) above, and legal persons whose principal or sole object is the clearing of financial instruments, that are not established in metropolitan France or in French overseas departments or in Saint-Barthélemy or Saint-Martin. An agreement between the AMF and the relevant Governmental Authority(ies) may provide for an exemption from prior authorisation for a category of entities ; and
- (vi) international financial organisations and bodies, other public authorities and publicly guaranteed undertakings, other than persons mentioned under Article 2.1.1.2(i) to (v) above, as designated by an order issued by the minister of economy either on a individual basis or by category, and central banks.

Without prejudice to the membership requirements set out in the CDS Clearing Rules and Applicable Law, FCMs are eligible to become FCM Clearing Members.

EXHIBIT 5.1

CHAPTER 2 - LEGAL OBLIGATIONS

Article 2.2.0.1

An Applicant shall be required to evidence its ability to comply with the obligations set out in this Chapter 2. LCH SA may refuse to admit an Applicant as a Clearing Member if the conditions set out in Article 2.2.1.1 have not been satisfied, or if it considers that admission of such Applicant as a Clearing Member may adversely affect the operation of the CDS Clearing System or the provision of the CDS Clearing Service.

LCH SA shall be entitled, in consultation with the Risk Committee, at any time to impose, amend or withdraw additional requirements in relation to the membership requirements set out in this Chapter 2, provided that, if such additional requirements are imposed or amended, they are non-discriminatory and their objective is to control the risk for LCH SA.

Further information in respect of the application procedure can be obtained from LCH SA's CDS Clear Business Development & Relationship Management team whose contact details are set out in Section 1 of the Procedures.

Article 2.2.0.2

Application for Clearing Member status in LCH SA shall be made in accordance with Section 1 of the Procedures. A Clearing Member's status in LCH SA and all Clearing Services shall be governed by the CDS Clearing Rules. Additionally, a Clearing Member's status in LCH SA shall be governed by any CDS Admission Agreement to which it is for the time being party. Clearing Member status does not provide or entitle a Clearing Member to any other clearing member status with LCH SA, or to any shareholding membership of LCH Clearnet Limited or any shareholding or other membership of any other member of the LCH Clearnet Group or any entitlement to membership of or participation in LCH SA, each of which has separate and distinct membership requirements.

Article 2.2.0.3

Each Applicant shall expressly elect to be:

- (i) either a General Member or a Select Member; and
- (ii) either a CCM or an FCM Clearing Member,

in accordance with Section 1 of the Procedures.

For the avoidance of doubt, a single Clearing Member is not permitted to be, at the same time, (i) both a General Member and a Select Member and (ii) both a CCM and an FCM Clearing Member.

A Clearing Member which has not expressly elected to become a Select Member at any relevant time is a General Member.

Each General Member may, at any time, request to become a Select Member and each Select Member may, at any time, request to become a General Member in accordance with Section 1 of

EXHIBIT 5.1

the Procedures provided however, in both cases that, at the time of election, the relevant Clearing Member is not a Defaulting Clearing Member.

Article 2.2.0.4

Each Select Member shall indicate in its Product Family Form the Product Families that such Select Member intends to clear through LCH SA.

The Product Family Form of a Select Member may be updated in accordance with Article 3.1.6.8 ~~and~~, Section 5 of the Procedures [and Clause 6.1 of the CDS Default Management Process](#).

A Select Member is entitled to add or remove any Product Family indicated in its Product Family Form in accordance with this Article 2.2.0.4, Article 3.1.6.8 and Section 5 of the Procedures provided that a Select Member may request the removal of a Product Family only if all of its Cleared Transactions registered in its House Account Structure belong to the outstanding Product Families indicated in its updated Product Family Form.

Article 2.2.0.5

A Select Member shall be under no obligation to submit Market Data pursuant to Section 5 of the Procedures.

A Select Member which is a Price Contribution Participant may opt to receive the Price Requirement Files in accordance with the conditions set out in Section 1 of the Procedures, in which case such Select Member will be bound by all obligations of a Price Contribution Participant as set out in the CDS Clearing Rule Book and Section 5 of the Procedures. A Select Member may change its election in accordance with the conditions set out in Section 5 of the Procedures, other than the obligation to submit Market Data.

For the avoidance of doubt, a Select Member which has elected to be Price Contribution Participant may submit Market Data pursuant to Section 5 of the Procedures but shall be under no obligation to do so.

[Article 2.2.0.6](#)

[In addition to the election made in accordance with Article 2.2.0.3, an Applicant may elect to register for the Index Swaption Clearing Service in accordance with Section 1 of the Procedures.](#)

[A Clearing Member may register for, or unregister from, the Index Swaption Clearing Service in accordance with the conditions set out in Section 1 of the Procedures, save as set out in Clause 6.1 of the CDS Default Management Process, in which case the relevant Clearing Member shall be registered for the Index Swaption Clearing Service as from the the time of registration of the relevant Transfer Positions in its House Account Structure.](#)

EXHIBIT 5.1

Section 2.2.1 Membership requirements

Article 2.2.1.1

Any Applicant wishing to be admitted as a Clearing Member by LCH SA should satisfy the following conditions:

- (i) be validly incorporated and existing under the laws of its jurisdiction of incorporation and (if relevant in such jurisdiction) be in good standing;
- (ii) be the subject of supervision by its Competent Authorities;
- (iii) undertake to accept and comply with the CDS Clearing Documentation by executing the CDS Admission Agreement;
- (iv) in respect of any Applicant wishing to be admitted as a General Member, have a CDS Client Clearing Agreement, meeting the requirements Article 5.1.1.2 (i) (in the case of a CCM) or Article 6.1.1.2 (in the case of an FCM Clearing Member), in place with each of its Clients;
- (v) in respect of any Applicant wishing to be admitted as a General Member, provide LCH SA with updated documentation and information required pursuant to Section 1 of the Procedures, in respect of each of its Clients;
- (vi) to accept to comply with all Applicable Law relating to its status as a Clearing Member and the performance of its obligations pursuant to the CDS Clearing Documentation;
- (vii) not be subject to Insolvency Proceedings;
- (viii) meet the Capital requirements as specified in Section 2.2.3, and any further liquidity and/or solvency requirements as may be set by LCH SA from time to time in accordance with this CDS Clearing Rule Book, taking into account notably the indicators mentioned in Article 2.3.2.1;
- (ix) satisfy a minimum internal credit score which is determined by LCH SA as set out in Article 2.2.4.1 below;
- (x) satisfy LCH SA that it has sufficient expertise in relation to clearing activities, that its Systems and Operations are operationally reliable and capable of supporting the proper performance of its business as a Clearing Member and that its risk management policy is adequate;
- (xi) participate, or demonstrate that it has: (A) an affiliated Clearing Member or, alternatively, a non-clearing member Affiliate that clears through the Clearing Member, that can successfully participate; or (B) an LCH Approved Outsourcing Agent that can successfully participate in the implementation of the CDS Default Management Process, and participate in (and satisfy LCH SA's requirements with respect to the carrying out of)

EXHIBIT 5.1

regular fire drills run by LCH SA from time to time, in accordance with this CDS Clearing Rule Book;

- (xii) have nominated and notified to LCH SA:
 - (a) a Person, having director, general partner, trustee or officer status at the Clearing Member (or a Person occupying a similar status or performing similar functions) who is both responsible for the clearing operations of the Clearing Member and authorised to act on behalf of the Clearing Member in respect of all transactions with or involving LCH SA; and
 - (b) an alternate Person that satisfies the requirements set out in sub-paragraph (a) above and who is authorised to act on behalf of the Clearing Member in the event that the first Person is incapable or unable to act;
- (xiii) pay all fees and other amounts required by LCH SA in accordance with the CDS Clearing Documentation, including, without limitation, satisfying its Margin Requirement, its Contribution Requirement and its Cash Payment obligations;
- (xiv) be in a position to provide Collateral in satisfaction of its Margin Requirements and its Contribution Requirement, and to perform Cash Payment obligations, including:
 - (a) submitting evidence and details of duly existing cash accounts (including, at least, one TARGET2 Account and one cash account in US Dollar) for the purposes of payment of cash amounts, as well as evidence that a Power of Attorney has been issued in favour of LCH SA to allow the debiting or crediting of such cash accounts for the performance of Cash Payment obligations and the provision of Cash Collateral; and
 - (b) having in place all appropriate settlement solutions (direct access or indirect access to at least one settlement system) in case of Physical Settlement;
- (xv) have at its disposal the technical environment, including facilities, equipment, operational capability, personnel, hardware and software systems as may be required to support the proper performance of its business as a Clearing Member, including such IT links as may be necessary for it to be connected to the CDS Clearing System managed by LCH SA;
- (xvi) have operational competence in CDS [and, in respect of any Applicant wishing to register for the Index Swaption Clearing Service, Index Swaptions](#), substantially similar to Original Transactions eligible for clearing by LCH SA;
- (xvii) be a TIW Participant for the purposes of maintaining Original Transactions and Cleared Transactions in the TIW;
- (xviii) be an ATSS Participant for the purpose of submitting Original Transactions for clearing;

EXHIBIT 5.1

- (xix) have access to one of the means of access and reporting mechanism as specified in a Clearing Notice to obtain CDS Clearing System reports;
- (xx) be party to any required documentation with DTCC allowing LCH SA as "Service Provider" to :
 - (a) arrange for the removal of Backloading Transactions or if applicable, Intraday Transactions, from the TIW in accordance with Section 3.1.10;
 - (b) arrange for the registration of Cleared Transactions in the TIW in accordance with Section 3.1.10; and
 - (c) send to DTCC messages by which Cleared Transactions would be adhered to Credit Events;
- (xxi) if it is incorporated or registered in the United States of America, be an eligible contract participant, as defined in Section 1a(12) of the Commodity Exchange Act (other than paragraph (C) thereof);
- (xxii) satisfy any additional membership requirements as set out in Section 1 of the Procedures, including without limitation any caps on the aggregate amount of Spread Margin it may have on deposit at any given time with LCH SA;
- (xxiii) accept to comply with the performance of its obligations pursuant to the Pledge Agreement;
- (xxiv) in respect of any Applicant that is an FCM, be registered with the CFTC as an FCM and a member in good standing with NFA; and
- (xxv) in respect of any Applicant that is an FCM wishing to be admitted as a CCM, provide LCH SA with an opinion of counsel letter confirming that its performance of the obligations of a CCM would not be contrary to Applicable Law relating to such status, in form and content acceptable to LCH SA.

Article 2.2.1.2

In addition each FCM Clearing Member must at all times be registered with the CFTC as an FCM and a member in good standing with NFA.

Article 2.2.1.3

In the event a Clearing Member breaches any of the membership requirements set out in Article 2.2.1.1, LCH SA shall consult with the French Competent Authorities to determine whether such breach shall be publically disclosed in accordance with EMIR.

EXHIBIT 5.1

Section 2.2.2 Continuing obligations

Article 2.2.2.1

Each Clearing Member must at all times:

- (i) comply with the membership requirements set out in Section 2.2.1;
- (ii) be a party to the CDS Admission Agreement;
- (iii) comply with the CDS Clearing Documentation;
- (iv) in respect of a General Member, have a CDS Client Clearing Agreement, meeting the requirements of Article 5.1.1.2 (i) (in the case of a CCM) or Article 6.1.1.2 (in the case of an FCM Clearing Member), in place with each of its Clients;
- (v) comply with all Applicable Law relating to its status as a Clearing Member and the performance of its obligations pursuant to the CDS Clearing Documentation;
- (vi) comply with the performance of its obligations pursuant to the Pledge Agreement; and
- (vii) not be subject to Insolvency Proceedings.

Section 2.2.3 Capital requirements

Article 2.2.3.1

A Clearing Member must maintain a minimum net capital of at least EUR 37,000,000 in respect of a Clearing Member which is a CCM (other than a CCM that is an FCM) or \$50,000,000 (fifty million US Dollars) in respect of a Clearing Member which is an FCM. Such net capital shall be calculated as follows:

- (i) the net capital of an FCM means its adjusted net capital, as defined in CFTC Regulation 1.17; and
- (ii) the net capital of a CCM (other than a CCM that is an FCM) means its Tier 1 capital as defined in CRR;

provided that LCH SA shall be permitted (in its sole and reasonable discretion), to scale (A) a Clearing Member's required level of net capital in accordance with the level of risk introduced to LCH SA by such Clearing Member; and (B) a Clearing Member's level of risk introduced to LCH SA by such Clearing Member in accordance with its level of net capital (and regardless of whether such Clearing Member has a minimum net capital exceeding EUR 37,000,000 or \$50,000,000, as applicable);

provided, further, that each Clearing Member or Clearing Member applicant must maintain compliance with all regulatory financial requirements (whether relating to capital, equity, risk or otherwise) applicable to it (including in the case of an FCM Clearing Member or CCM that is an FCM, compliance with the applicable requirements of CFTC Regulation 1.17 and Part 23 of the CFTC Regulations).

EXHIBIT 5.1

Section 2.2.4 Internal credit scoring

Article 2.2.4.1

The Clearing Member must satisfy the credit risk assessment minimum requirements. LCH SA assesses the credit risk of the Clearing Member in accordance with the internal credit score based on a range of quantitative and qualitative data. These include financial analysis, external market data as well as consideration of any implicit or explicit support available to the Clearing Member. The analysis is performed on a predetermined methodology applicable to any Clearing Member.

Section 2.2.5 Corporate organisation

Article 2.2.5.1

A Clearing Member may organise itself in such manner as it sees fit in relation to the performance of its clearing and back office obligations pursuant to the CDS Clearing Documentation, provided that it can satisfy LCH SA that it maintains sufficient oversight over the performance of such function.

Article 2.2.5.2

Subject to Article 2.2.5.3, a Clearing Member may outsource the performance of all or part of its clearing activities, subject that the Clearing Member shall remain responsible to LCH SA for the performance of all such activities pursuant to the CDS Clearing Documentation. In respect of any such outsourcing, the Clearing Member shall ensure that:

- (i) any entity to whom such activities are outsourced have the ability, capacity and authorisation to carry out such functions;
- (ii) it supervises and monitors the performance of the outsourced activities; and
- (iii) it has effective access to data related to the outsourced activities and to the business premises of the entity to whom the activities have been outsourced and is able to provide such access to LCH SA as would apply to the Clearing Member under this CDS Clearing Rule Book.

Article 2.2.5.3

A Clearing Member may only outsource a material part of its clearing activities with the prior consent of LCH SA. In this context, an outsourcing will be "material" if a failure in the performance of the outsourcee entity would be such as to materially impair the ability of the Clearing Member to perform its obligations to LCH SA. LCH SA may decline to approve such an outsourcing if a failure in such arrangement could be such as to materially impair the ongoing financial soundness or the proper performance of the CDS Clearing Service.

EXHIBIT 5.1

Section 2.2.6 Membership of industry organisations or systems relating to CDS contracts

Article 2.2.6.1

Clearing Members must be members of industry organisations or systems relating to CDS, as designated by LCH SA from time to time as such in accordance with Section 5 of the Procedures. LCH SA may only make a designation where it is reasonable to do so or it is otherwise necessary for a Clearing Member to utilise the CDS Clearing Service.

Section 2.2.7 Third party contractual obligations

Article 2.2.7.1

The payment of Physical Settlement Amounts shall not be subject to the provisions of this Section 2.2.7 save as set out in the CDS Clearing Supplement.

Relationship with Securities Settlement Agents and Payment Agents

Article 2.2.7.2

A Clearing Member that wishes to use a Securities Settlement Agent and/or a Payment Agent to:

- (i) deliver Eligible Collateral;
- (ii) provide Cash Collateral; or
- (iii) perform Cash Payment obligations

in accordance with the CDS Clearing Documentation, must enter into an agreement with a Securities Settlement Agent and/or a Payment Agent, on such terms as allow the Clearing Member to perform its obligations under the CDS Clearing Documentation as required by LCH SA.

Article 2.2.7.3

Notwithstanding the provisions of Article 2.2.7.2 above, the use of a Securities Settlement Agent and a Payment Agent shall not relieve the Clearing Member of its obligations under the CDS Clearing Documentation.

Provisions related to Payment Agents

Article 2.2.7.4

Clearing Members must ensure that they are able to comply with their Cash Payment obligations to LCH SA and their obligations to provide Cash Collateral in respect of Euro, through TARGET2 and, in respect of US Dollar, through their cash account(s) in US Dollar, in each case as provided for in Section 3 of the Procedures.

EXHIBIT 5.1

Article 2.2.7.5

Each Clearing Member must provide LCH SA with a Power of Attorney enabling it to directly debit or credit the Clearing Member's TARGET2 Account(s) and/or cash account(s) in US Dollar or the cash account(s) of any Payment Agent, being used to satisfy the Clearing Member's obligations under Article 2.2.7.2.

Provisions related to Securities Settlement Agents

Article 2.2.7.6

Each Clearing Member shall ensure that it has entered into arrangements with the relevant central securities depository or securities settlement system enabling them to provide Eligible Collateral through such central securities depository or securities settlement system if required.

Relationship with the Approved Trade Source System(s)

Article 2.2.7.7

Clearing Members and LCH SA use the services offered by Approved Trade Source System(s) (which, for the avoidance of doubt, include DTCC) in accordance with their own contractual arrangements.

LCH SA shall not be responsible for verifying the content of such contractual arrangements between Clearing Members and the Approved Trade Source System(s).

Section 2.2.8 Test processing

Article 2.2.8.1

Each Clearing Member must participate in technical and operational tests, organised reasonably at the discretion of LCH SA, in order, amongst other things, to ensure the continuity and orderly functioning of the CDS Clearing Service.

EXHIBIT 5.1

**CHAPTER 3 - INFORMATION OBLIGATIONS, MONITORING AND
AUDIT**

Section 2.3.1 Information and financial reporting

Article 2.3.1.1

Each Clearing Member shall notify LCH SA in writing without delay providing full particulars known to it:

- (i) if there is a change in those direct or indirect shareholders having or controlling 10% or more of its share capital or voting rights (such notification to be given as soon as it becomes aware of that change and provided also that it is not prevented from disclosing the change by Applicable Law);
- (ii) if it ceases to satisfy the Capital requirement in Section 2.2.3;
- (iii) if the amount of its Capital is reduced by more than 10% from that shown on the latest financial statement filed with LCH SA;
- (iv) if it ceases to be subject to the supervision of a Competent Authority;
- (v) in the event that it fails to comply with any applicable financial requirements of any Governmental Authority, Competent Authority, exchange, clearing organisation, or settlement system;
- (vi) of Insolvency Proceedings affecting the Clearing Member or any Parent;
- (vii) an Event which could permit LCH SA to declare an Event of Default against that Clearing Member;
- (viii) of a default of any of the Clearing Member's Clients pursuant to the CDS Client Clearing Agreement;
- (ix) of any material breach of Applicable Law which relates to its status and performance as a Clearing Member under the CDS Clearing Documentation;
- (x) of a Force Majeure Event or the cessation of a Force Majeure Event occurring in respect of it to the extent required by Article 1.2.11.2;
- (xi) any change to its Systems and Operations that materially impacts its ability to comply with its obligations under the CDS Clearing Documentation; and
- (xii) of anything relating to the Clearing Member of which LCH SA would reasonably expect notice (including any matter, circumstance, change or occurrence which would cause a statement previously furnished under this Article 2.3.1.1, any information supplied in connection with its application for admission to membership of the CDS Clearing Service, or otherwise to be inaccurate, incomplete or superseded).

EXHIBIT 5.1

Article 2.3.1.2

Each Clearing Member must file the following information with LCH SA:

- (i) audited financial statements and audited consolidated financial statements, including balance sheet and profit and loss accounts, with the auditor's report drawn up in accordance with Applicable Law and accounting standards within 90 days of the end of the Clearing Member's fiscal year;
- (ii) interim financial statements, including management profit and loss accounts and balance sheet, drawn up in accordance with Applicable Law and accounting standards, within 60 days of the end of the relevant period; and
- (iii) such financial or other relevant information, in addition to what is explicitly required by this Article 2.3.1.2, as may be requested by LCH SA at its reasonable discretion from time to time.

Article 2.3.1.3

On request from LCH SA on an annual basis, a Clearing Member shall send to LCH SA:

- (i) an updated group organisation chart and a list of each of its direct and indirect shareholders holding more than a 10% interest in the share capital or voting rights of the Clearing Member; and
- (ii) any change to the identity of those Persons notified to LCH SA in accordance with Article 2.2.1.1 (xii).

This is without prejudice to LCH SA's right reasonably to request such information more frequently if it wishes to do so.

Article 2.3.1.4

A Clearing Member shall answer any reasonable requests that LCH SA may deem necessary for any matter arising out of or in connection with an Event and shall co-operate with LCH SA in order to process the Event relating to it. For these purposes, it is irrelevant whether the Event has been determined to be an Event of Default by LCH SA pursuant to Section 4.3.1.

Article 2.3.1.5

A Clearing Member will not breach any obligation to provide information to LCH SA if it is prevented from providing such information:

- (i) by a mandatory provision of Applicable Law or pursuant to an order or direction from a Competent Authority or court with jurisdiction over the Clearing Member; or
- (ii) in case such Clearing Member does not have the required information and must obtain it from a Client, due to the refusal of such Client to provide the required information (provided the Clearing Member has undertaken reasonable due diligence and provides

EXHIBIT 5.1

LCH SA with documented proof of its inability to obtain relevant information from the Client despite such due diligence).

Article 2.3.1.6

The Clearing Member shall respond to all reasonable requests for information from LCH SA concerning its clearing activities and exposure to general and financial risks (Cleared Transactions, Open Positions, defaults etc).

Article 2.3.1.7

Clearing Members shall send LCH SA a copy of all injunctions, formal administrative or disciplinary notifications or sanctions imposed on them by any Competent Authority regarding any event which may significantly affect the ability of the Clearing Member to perform its obligations under the CDS Clearing Documentation, the exercise of its duties and/or the orderly conduct of its activities as a Clearing Member.

Section 2.3.2 Monitoring

Article 2.3.2.1

LCH SA will monitor, on an ongoing basis, a number of forward-looking indicators, including, but not limited to:

- (i) CDS spreads in respect of a Clearing Member, its Parent, or other members of its Financial Group;
- (ii) the long-term credit rating(s) of a Clearing Member, its Parent or other member of its Financial Group, as applicable; and
- (iii) equity returns for a Clearing Member, its Parent or other member of its Financial Group, as applicable,

and where, as a result of this monitoring, LCH SA deems it necessary to contain its exposure, it shall have discretion to suspend a Clearing Member as set out in Article 2.4.1.1 and/or to require Credit Quality Margin to be paid in accordance with Article 4.2.1.2 and Section 4.2.4.

Section 2.3.3 Audit and inspection

Article 2.3.3.1

Each Clearing Member agrees to submit its clearing activity carried out under the CDS Clearing Documentation to inspections reasonably requested by LCH SA.

Article 2.3.3.2

LCH SA may require an audit of a Clearing Member's Systems and Operations on reasonable notice and no more than twice annually.

EXHIBIT 5.1

Article 2.3.3.3

In establishing its internal arrangements, the Clearing Member shall ensure that LCH SA shall be permitted access pursuant to Applicable Law in any jurisdiction in which the Clearing Member performs its clearing activities, whether by the Clearing Member itself, a Person in the same Financial Group or a third party outsourcee pursuant to Article 2.2.5.2.

Article 2.3.3.4

Each Clearing Member shall be entitled to deny the attendance of LCH SA representatives at an inspection or audit if they are affected by conflicts of interest and in such event shall provide appropriate reasons for such denial.

Article 2.3.3.5

Each Clearing Member shall ensure that appropriate personnel are available for communications with LCH SA during Opening Hours on each Business Day.

Article 2.3.3.6

If, upon the completion of an audit under this Section 2.3.3, LCH SA believes that any modifications are necessary to the Clearing Member's Systems and Operations or to any other part of the Clearing Member's business activities, the Clearing Member will enter into good faith discussions with LCH SA as to the necessary extent of any modifications and the timescale within which the Clearing Member will make such modifications.

Section 2.3.4 Record keeping

Article 2.3.4.1

Each Clearing Member is required to keep all data relating to each Cleared Transaction for at least six years following the termination of each such Cleared Transaction and must make the data available to LCH SA upon demand, subject to any mandatory provisions of Applicable Law to which a Clearing Member is subject, throughout that period.

Article 2.3.4.2

Both LCH SA and each FCM Clearing Member will maintain books and records which comply with Regulation 6(i) of the FCM CDS Clearing Regulations and otherwise as required by Applicable Law.

Section 2.3.5 Clearing Member risk management

Article 2.3.5.1

Each Clearing Member shall maintain current written risk management policies and procedures that address the risks that it may pose to the CDS Clearing Service provided by LCH SA, including any policies and procedures that LCH SA may reasonably request be incorporated therein. Upon the request of LCH SA (or the CFTC, the SEC, the AMF or the *Autorité de Contrôle Prudentiel et de Résolution*, as applicable), a Clearing Member shall promptly provide LCH SA (or the CFTC, the

EXHIBIT 5.1

SEC, the AMF or the *Autorité de Contrôle Prudentiel et de Résolution*, as applicable) with a copy of its current policies and procedures, along with relating information and documents including, without limitation, information and documents relating to the liquidity of the Clearing Member's financial resources and its settlement procedures.

LCH SA shall periodically review the risk management policies, procedures, and practices of each Clearing Member, which address the risks that such Clearing Member may pose to LCH SA. All such reviews shall be documented and maintained in accordance with LCH SA's recordkeeping policy.

EXHIBIT 5.1

CHAPTER 4 - SUSPENSION AND TERMINATION OF MEMBERSHIP

Section 2.4.1 Suspension

Article 2.4.1.1

LCH SA shall be entitled, subject to Article 2.4.1.3, to suspend a Clearing Member's ability to submit all new Original Transactions, or, alternatively, those Original Transactions which LCH SA does not consider as contributing to reducing the risks of the Clearing Member, for clearing by LCH SA:

- (i) upon any unremedied breach by the Clearing Member of the CDS Clearing Documentation, except where such breach is minor, technical or administrative in nature in the reasonable opinion of LCH SA;
- (ii) when LCH SA determines that it is necessary for it to contain its exposure to the Clearing Member following its monitoring pursuant to Article 2.3.2.1;
- (iii) upon suspension or termination (other than a voluntary termination) of the Clearing Member's membership of another clearing house provided that the circumstances relating to that suspension or termination are, in LCH SA's reasonable opinion, material to the management of its risk by LCH SA, and that LCH SA first consults or attempts to consult with the Clearing Member and LCH SA's Competent Authority;
- (iv) as a result of Disciplinary Proceedings brought against a Clearing Member; or
- (v) upon the occurrence of an Event in respect of the Clearing Member that could materially impact the ability of that Clearing Member to perform its obligations under the CDS Clearing Documentation.

Article 2.4.1.2

A suspended Clearing Member shall remain and continue to be bound by all of its obligations under the CDS Clearing Documentation.

Article 2.4.1.3

Before suspending a Clearing Member under Article 2.4.1.1, and without limiting its rights under Section 4.3.1, LCH SA must consult with the relevant Clearing Member, where to do so would be reasonable in the circumstances, further to which LCH SA may either agree a grace period within which the Clearing Member may remedy the event in question or institute Disciplinary Proceedings in respect of the Clearing Member without limitation to any right to declare an Event of Default.

EXHIBIT 5.1

Article 2.4.1.4

LCH SA shall be entitled, at any time and at its discretion, to revoke the suspension imposed on a Clearing Member under Article 2.4.1.1 above.

Article 2.4.1.5

Suspension of membership shall be promptly notified to the Competent Authorities.

Section 2.4.2 Membership Termination

Article 2.4.2.1

Membership Termination shall become effective, in the case of a Clearing Member in respect of which a Default Notice has been served by LCH SA, on the Defaulting Clearing Member Termination Date, and in the case of an LCH Default, on the Termination Date.

Article 2.4.2.2

Subject to Article 2.4.2.1, the membership of a Clearing Member may be terminated:

- (i) by LCH SA serving a Membership Termination Notice to the relevant Clearing Member, specifying a date in respect of which Membership Termination shall be effective, which may be no earlier than the date six months after service of the Membership Termination Notice save in the case of a Defaulting Clearing Member in which case the termination date may be any date stated by LCH SA; or
- (ii) by a Clearing Member serving a Membership Termination Notice to LCH SA, specifying a date in respect of which Membership Termination shall be effective, which may be no earlier than the date 25 Business Days after service of the Membership Termination Notice, provided that no such termination shall be effective where it relates to a Defaulting Clearing Member.

In each case, the Clearing Member shall be required to effect a Non-Default Unwind of all of its Cleared Transactions prior to the Scheduled Membership Termination Date.

Article 2.4.2.3

For the purposes of Article 4.3.1.1, a failure by a Clearing Member to effect a Non-Default Unwind of all of its Cleared Transactions prior to the Scheduled Membership Termination Date shall constitute a breach of the CDS Clearing Documentation but not an Event for the purposes of Article 4.3.1.1.

However, if a Clearing Member fails to effect a Non-Default Unwind of all of its Cleared Transactions prior to the Scheduled Membership Termination Date, LCH SA shall consult with the relevant Clearing Member to agree a grace period (to be no longer than 10 Clearing Days) for the Clearing Member to effect the Non-Default Unwind of all of its Cleared Transactions. If, at the end of such grace period (or, in the absence of any agreement on such grace period, on the 10th

EXHIBIT 5.1

Clearing Day following the Scheduled Membership Termination Date), the relevant Clearing Member has not effected a Non-Default Unwind of all of its Cleared Transactions, LCH SA shall be entitled to take any of the actions set out in Article 4.3.2.3 as if an Event of Default had been declared with respect to such Clearing Member and such Clearing Member was a Defaulting Clearing Member.

Article 2.4.2.4

In the event of any Non-Default Termination, Membership Termination shall be effective (unless the relevant Membership Termination Notice is withdrawn in accordance with Article 2.4.2.5):

- (i) if the Membership Termination Notice is delivered during a CDS Post-Default Period:
 - (a) if such Clearing Member has concluded a Non-Default Unwind of all of its Cleared Transactions on or prior to the final calendar day of such CDS Post-Default Period, on the final calendar day of such CDS Post-Default Period; and
 - (b) if such Clearing Member has not concluded a Non-Default Unwind of all of its Cleared Transactions on or prior to the final calendar day of such CDS Post-Default Period, on the 10th calendar day following the first date as of which such Clearing Member has concluded its Non-Default Unwind of all of its Cleared Transactions, provided that if an Event of Default in relation to another Clearing Member occurs prior to such date of effective withdrawal, the Clearing Member's Membership Termination Notice shall be deemed to have been given during the resulting CDS Post-Default Period and the provisions of this sub-paragraph (i) shall apply again in relation to that Clearing Member's Membership Termination Notice;
- (ii) if the Membership Termination Notice is delivered other than during a CDS Post-Default Period:
 - (a) if such Clearing Member has concluded a Non-Default Unwind of all of its Cleared Transactions on or prior to the Scheduled Membership Termination Date, on such Scheduled Membership Termination Date; or
 - (b) if such Clearing Member has not concluded a Non-Default Unwind of all of its Cleared Transactions on or prior to the Scheduled Membership Termination Date, on the 10th calendar day following the first date as of which such Clearing Member has concluded a Non-Default Unwind of all of its Cleared Transactions, provided that, in each case, if a Default Notice is issued in relation to another Clearing Member prior to such date, such Membership Termination Notice shall be deemed to have been given during the resulting CDS Post-Default Period and the provisions of sub-paragraph (i) shall apply.

EXHIBIT 5.1

Article 2.4.2.5

A Clearing Member or LCH SA, as the case may be, shall be entitled to withdraw its Membership Termination Notice served pursuant to Article 2.4.2.2 at any time prior to Membership Termination.

Article 2.4.2.6

In the event that, during a Membership Termination Notice Period for a Clearing Member, an LCH Default occurs or a Default Notice is served in respect of that Clearing Member, the procedures being undertaken in relation to the Non-Default Termination shall end and the rights of LCH SA, in relation to an Event of Default, and the rights of a Clearing Member, in relation to an LCH Default, shall prevail.

Article 2.4.2.7

Where LCH SA issues a Default Notice prior to Membership Termination, the Collateral transferred to LCH SA as a Contribution or Additional Contribution Amount by a Clearing Member may be applied in accordance with Article 4.3.3.1.

Article 2.4.2.8

Subject to the application of TITLE I, Chapter 3 during any Membership Termination Notice Period, the relevant Clearing Member shall remain liable to:

- (i) provide Collateral to satisfy its Margin Requirements;
- (ii) satisfy its Variation Margin Requirement when due to LCH SA;
- (iii) provide Collateral to satisfy its Contribution Requirement, including any increase to the level of its Contribution in the event that LCH SA recalculates the required CDS Default Fund in accordance with Article 4.4.1.5 during the Membership Termination Notice Period;
- (iv) make all other required Cash Payments;
- (v) transfer, liquidate and make settlement/delivery (as applicable) in respect of all Cleared Transactions to which it is party in accordance with this CDS Clearing Rule Book, the CDS Clearing Supplement and the terms of the relevant Cleared Transactions;
- (vi) participate in the CDS Default Management Process;
- (vii) co-operate fully with LCH SA and to deal with any requests from it in a prompt and orderly fashion; and
- (viii) continue to satisfy conditions to its membership as set out in TITLE II and the CDS Admission Agreement.

For the avoidance of doubt, if an LCH Default occurs during the Membership Termination Notice Period other than where the Clearing Member is itself subject to an Event of Default, the

EXHIBIT 5.1

provisions of TITLE I, Chapter 3 shall take precedence with respect to the Cleared Transactions registered in the Account Structure of the relevant Clearing Member and for which the relevant Clearing Member has not concluded a Non-Default Unwind on or prior to the LCH Default Time.

Article 2.4.2.9

Following Membership Termination, LCH SA and any Former Clearing Member shall remain:

- (i) subject to Article 1.2.14.1, Section 1.2.15 and any proceedings under the CDS Dispute Resolution Protocol and any provisions of the CDS Clearing Documentation which relate in whole or in part to any acts or omissions of LCH SA or the Former Clearing Member while it was a Clearing Member;
- (ii) in the event of an LCH Default, subject to the rights and obligations set out in TITLE I, Chapter 3; and
- (iii) liable in respect of all fees, fines, charges and payments under Cleared Transactions, amounts due to LCH SA or the Former Clearing Member as a result of its Cleared Transactions and any other liabilities accrued prior to Membership Termination, including in particular, the payment of any Termination Amount(s) pursuant to Article 1.3.1.10, any amounts due pursuant to Article 4.3.3.4 or the payment of the LCH Repayment Amount pursuant to Clause 8.7 of the CDS Default Management Process.

Article 2.4.2.10

Promptly following Membership Termination, pursuant to Non-Default Termination, LCH SA shall issue a Clearing Notice specifying the name of the Former Clearing Member and, where appropriate, that they have opted to voluntarily terminate their membership pursuant to Article 2.4.2.2(ii).

Article 2.4.2.11

In relation to a Former Clearing Member's House Account Structure, following Membership Termination, LCH SA shall, if not already repaid, redelivered or accounted for pursuant to the CDS Clearing Rules, repay to a Former Clearing Member an amount equal to the sum of:

- (i) the Margin Balance for its House Margin Account; plus
- (ii) in the case of a CCM, any CCM Client Collateral Buffer; plus
- (iii) in the case of a CCM, any CCM Unallocated Client Collateral (to be held on account for its CCM Clients); plus
- (iv) any Collateral that has been transferred to LCH SA to satisfy its Contribution Requirement to the extent it has not been used by LCH SA in accordance with, or as permitted by, the CDS Clearing Rules; less
- (v) any amounts owing by the Former Clearing Member to LCH SA in respect of House Cleared Transactions recorded in its House Trade Account;

EXHIBIT 5.1

and redeliver to the Former Clearing Member any Pledged Eligible Collateral (other than Pledged Eligible Collateral which LCH SA has applied in order to reduce its loss in accordance with Article 4.3.3.1 or the CDS Default Management Process) which the Former Clearing Member has transferred to LCH SA to be recorded in its House Collateral Account.

In relation to each Client Account Structure of a Former Clearing Member, following Membership Termination, LCH SA shall, if not already repaid, redelivered or accounted for pursuant to the CDS Clearing Rules, repay to a Former Clearing Member an amount equal to the sum of:

- (i) the Margin Balance (if any) for each CCM Client Account Structure in the case of a CCM or as the case may be, for each FCM Client Margin Account in the case of an FCM Clearing Member; plus
- (ii) in the case of an FCM Clearing Member, any FCM Client Collateral Buffer and FCM Unallocated Client Collateral (save that LCH SA shall be entitled to retain any FCM Client Collateral Buffer in accordance with the FCM CDS Clearing Regulations to the extent a default has occurred in respect of an FCM Client);

and, in the case of a CCM, redeliver to the Former Clearing Member any Client Pledged Eligible Collateral (other than Client Pledged Eligible Collateral which LCH SA has applied in order to reduce its loss in accordance with Article 4.3.3.1 or the CDS Default Management Process) which the Former Clearing Member has transferred to LCH SA to be recorded in the relevant Client Collateral Account.

Repayment shall be made as soon as reasonably possible after LCH SA has determined that the Former Clearing Member has no outstanding sums owing to LCH SA.

Article 2.4.2.12

Termination of membership shall be promptly notified to the Competent Authorities.

Section 2.4.3 Winding Down Event

Article 2.4.3.1

Upon the date which it specifies in a Clearing Notice, and following the occurrence of a Winding Down Event, LCH SA shall be entitled to cease the CDS Clearing Service provided that it publishes a Clearing Notice notifying all Clearing Members that a Winding Down Event has occurred, and to the extent possible, of the Early Termination Trigger Date with respect to the cessation. LCH SA shall publish the Clearing Notice as far in advance of the Early Termination Trigger Date as is reasonably possible.

Article 2.4.3.2

Clearing Members shall use all reasonable efforts to effect a Non-Default Unwind of their positions prior to the Early Termination Trigger Date notified in accordance with Article 2.4.3.1, however failure to do so will not constitute an Event of Default.

EXHIBIT 5.1

Article 2.4.3.3

As soon after the Early Termination Trigger Date notified in accordance with Article 2.4.3.1 as is possible, and in any case, no longer than three Business Days after the Early Termination Trigger Date, or any other date required by the *Autorité de Contrôle Prudentiel et de Résolution*, LCH SA shall apply the process set out in Clauses 8.1.4 to Clause 8.12 of the CDS Default Management Process to determine the final payments to be made to each Clearing Member. For this purpose, the term:

- (i) "Non Defaulting Clearing Member" shall read "Clearing Member"; and
- (ii) "Early Termination Trigger Date" shall read as the date which is specified in the Clearing Notice as the date on which Original Transactions shall cease to be accepted for clearing on the CDS Clearing Service.

EXHIBIT 5.1

TITLE III

CLEARING OPERATIONS

EXHIBIT 5.1

CHAPTER 1 - NOVATION AND REGISTRATION

Section 3.1.1 Weekly Backloading Cycle

Article 3.1.1.1

LCH SA performs a Weekly Backloading Cycle in accordance with Section 3.1.1 and Section 5 of the Procedures.

On each Weekly Backloading Start Day on which LCH SA receives the Gold Records File from DTCC in relation to one or more Weekly Backloading Transactions, LCH SA will start performing the Weekly Backloading Cycle set out in this Section 3 in relation to such Weekly Backloading Transactions.

Article 3.1.1.2

On each relevant Weekly Backloading Start Day, upon receipt by LCH SA of the Gold Records File, LCH SA will extract the Transaction Data of each Weekly Backloading Transaction.

Article 3.1.1.3

Following the extraction of Transaction Data in relation to each Weekly Backloading Transaction pursuant to Article 3.1.1.2, LCH SA will, on such day at such times and in such form as prescribed in Section 5 of the Procedures:

- (i) perform the Eligibility Controls;
- (ii) issue the Clearing Eligibility Report;
- (iii) request each Clearing Member to identify the Weekly Backloading Transactions which it wants to include in the Weekly Backloading Cycle;
- (iv) identify the Eligible Weekly Backloading Transactions;
- (v) notify each Clearing Member of the estimated Margin Requirements which would be required from the relevant Clearing Member if each relevant trade leg of its Eligible Weekly Backloading Transactions were included as Cleared Transactions registered in its Trade Accounts at the time the estimation is performed; and
- (vi) issue the DTCC Matching and Eligibility Report.

Article 3.1.1.4

Each Clearing Member agrees, by submitting its Weekly Backloading Transactions to LCH SA in its Clearing Eligibility Report, to be bound by the registration of such Weekly Backloading Transactions in accordance with this Section 3.1.1.

EXHIBIT 5.1

Article 3.1.1.5

An Eligible Weekly Backloading Transaction can be removed from the Weekly Backloading Cycle provided that such removal is requested in the manner set out in Section 5 of the Procedures:

- (i) prior to becoming an Irrevocable Weekly Backloading Transaction, and
- (ii) by both the Clearing Member acting as protection buyer and the Clearing Member acting as protection seller in respect of such Eligible Weekly Backloading Transaction. Any Eligible Weekly Backloading Transaction so removed will become a Rejected Transaction.

Where not so removed, each Eligible Weekly Backloading Transaction shall become an Irrevocable Weekly Backloading Transaction at the time specified in Section 5 of the Procedures.

Article 3.1.1.6

A Weekly Backloading Cycle may be cancelled by LCH SA in accordance with Section 5 of the Procedures if a Clearing Member has duly notified LCH SA that there is an error in the DTCC Matching and Eligibility Report issued to such Clearing Member.

Article 3.1.1.7

Unless the Weekly Backloading Cycle is cancelled pursuant to Article 3.1.1.6, LCH SA will, in accordance with Section 3.1.7, pre-register the positions corresponding to each Irrevocable Weekly Backloading Transaction in the relevant Clearing Member's House Account Structure at the times set out in Section 5 of the Procedures on the relevant Weekly Backloading Novation Day provided that:

- (i) all Eligibility Requirements of such Irrevocable Weekly Backloading Transaction are still met, and
- (ii) the Weekly Backloading Transactions have not been removed from the TIW.

If, at this time, either of the conditions set out in Article 3.1.1.7 (i) or (ii) are no longer met in respect of any Irrevocable Weekly Backloading Transaction, such Irrevocable Weekly Backloading Transaction shall become a Rejected Transaction. For the avoidance of doubt, the characterisation of one or more Irrevocable Weekly Backloading Transactions as Rejected Transactions in accordance with this Article 3.1.1.7 shall not impact the pre-registration of the remaining Irrevocable Weekly Backloading Transactions in the House Account Structures of the relevant Clearing Members.

Article 3.1.1.8

Any Weekly Backloading Transaction which:

- (i) has not been successfully reconciled pursuant to Article 3.1.1.2;
- (ii) fails the Eligibility Controls on the Weekly Backloading Start Day;

EXHIBIT 5.1

- (iii) no longer meets any of the Eligibility Requirements at any time on or prior to the Weekly Backloading Novation Day;
- (iv) does not become an Eligible Weekly Backloading Transaction or an Irrevocable Weekly Backloading Transaction;
- (v) is affected by a Backloading Failure in accordance with Article 3.1.3.1 and Section 5 of the Procedures; or
- (vi) is part of a Weekly Backloading Cycle cancelled pursuant to Article 3.1.4.6;

will become a Rejected Transaction.

Article 3.1.1.9

Following the Morning Call on the relevant Weekly Backloading Novation Day, LCH SA shall:

- (i) novate in accordance with Article 3.1.6.1 each Irrevocable Weekly Backloading Transaction that is not a Rejected Transaction at the Novation Time;
- (ii) if applicable, perform the compression of Cleared Transactions in accordance with TITLE III, Chapter 3 and Section 5 of the Procedures;
- (iii) register in the TIW, in accordance with Section 3.1.10, the Cleared Transactions arising out of the novation and, if applicable, compression process; and
- (iv) if applicable, remove from the TIW, in accordance with Section 3.1.10, the relevant Backloading Transactions and Cleared Transactions which are terminated as a result of the compression process.

Article 3.1.1.10

In December of each year, LCH SA shall issue a Clearing Notice containing a provisional calendar which specifies the Weekly Backloading Cycle of the following year. LCH SA may as required, amend such provisional calendar by issuing a Clearing Notice.

Section 3.1.2 Daily Backloading Cycle

Article 3.1.2.1

LCH SA operates a Daily Backloading Cycle in accordance with this Section 3.1.2 and Section 5 of the Procedures.

Article 3.1.2.2

On any Business Day, a Daily Backloading Transaction may be submitted to LCH SA through an Approved Trade Source System during the Real Time Session.

EXHIBIT 5.1

Upon receipt of Original Transaction Data relating to a Daily Backloading Transaction from an Approved Trade Source System, LCH SA will perform in the following order:

- (i) the Eligibility Controls; and
- (ii) the Client Transaction Checks (if applicable).

Article 3.1.2.3

A CM Backloading Transaction will become an Irrevocable Daily Backloading Transaction once it has passed the Eligibility Controls and a Client Backloading Transaction will become an Irrevocable Daily Backloading Transaction once it has passed the Eligibility Controls and the Client Transaction Checks. If any of the Eligibility Controls or the Client Transaction Checks is not successfully completed, the relevant Daily Backloading Transaction will become a Rejected Transaction.

LCH SA will, in accordance with Section 3.1.7, pre-register the positions corresponding to each Irrevocable Daily Backloading Transaction in the relevant Clearing Member's Account Structure at the times set out in Section 5 of the Procedures on the relevant Daily Backloading Novation Day provided that all Eligibility Requirements of such Irrevocable Daily Backloading Transaction are still met.

Any Daily Backloading Transaction affected by a Backloading Failure in accordance with Article 3.1.3.1 and Section 5 of the Procedures shall become a Rejected Transaction.

Article 3.1.2.4

Following the Morning Call on the relevant Daily Backloading Novation Day, LCH SA shall:

- (i) novate in accordance with Article 3.1.6.1 each Irrevocable Daily Backloading Transaction that is not a Rejected Transaction at the Novation Time;
- (ii) if applicable, perform the compression of Cleared Transactions in accordance with TITLE III, Chapter 3 and Section 5 of the Procedures;
- (iii) register in the TIW, in accordance with Section 3.1.10, the Cleared Transactions arising out of the novation and, if applicable, compression process; and
- (iv) if applicable, remove from the TIW, in accordance with Section 3.1.10, the relevant Daily Backloading Transactions and Cleared Transactions which are terminated as a result of the compression process.

EXHIBIT 5.1

Section 3.1.3 Backloading Failure

Article 3.1.3.1

If, on a Clearing Day, a Backloading Failure occurs in respect of one or more Clearing Member(s), the following Backloading Transactions will be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle:

- (i) all the Backloading Transactions which were due to give rise to the registration of Cleared Transactions in the Trade Account(s) of the Failed Backloading Clearing Member(s); and
- (ii) any Backloading Transactions which are linked to the Backloading Transactions referenced in Article 3.1.3.1(i) above, pursuant to and in accordance with Section 5 of the Procedures;

The Backloading Transactions removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle pursuant to this Article 3.1.3.1 shall become Rejected Transactions.

Article 3.1.3.2

Following the occurrence of a Backloading Failure, LCH SA will promptly deliver a Backloading Failure Notice to all Clearing Members.

Article 3.1.3.3

Each Failed Backloading Clearing Member will be liable for costs incurred by LCH SA in connection with the process described in Article 3.1.3.1 as specified in a fee grid published from time to time by LCH SA on the Website.

Section 3.1.4 Intraday Process

Article 3.1.4.1

An Intraday Transaction may be submitted to LCH SA for clearing through an Approved Trade Source System during the Real Time Session on any Clearing Day.

Article 3.1.4.2

Submission by an ATSS Participant to an Approved Trade Source System of an Intraday Transaction with a designation for clearing by LCH SA shall be deemed to be an irrevocable agreement by such ATSS Participant that:

- (i) the relevant Original Transaction Data may be sent by such Approved Trade Source System, pursuant to the Approved Trade Source System's terms and conditions, to LCH SA;
- (ii) such Intraday Transaction is intended to be novated to LCH SA pursuant to and in accordance with the terms of the CDS Clearing Rules and the CDS Clearing Supplement; and

EXHIBIT 5.1

- (iii) the terms of such Intraday Transaction will not be amended prior to novation (unless such Intraday Transaction becomes a Rejected Transaction).

Article 3.1.4.3

On each Clearing Day, the Real Time Session will begin at the Start of Real Time. Upon receipt of Original Transaction Data relating to an Intraday Transaction from an Approved Trade Source System, during the Real Time Session, LCH SA will perform in the following order:

- (i) the Eligibility Controls; and
- (ii) the Client Transaction Checks (if applicable).

If an Intraday Transaction is received for clearing by LCH SA outside of the Real Time Session or if any of the Eligibility Controls, the Client Transaction Checks (if applicable) or the Notional and Collateral Checks are not successfully completed, such Intraday Transaction will automatically become a Rejected Transaction.

Article 3.1.4.4

An Intraday Transaction will become an Eligible Intraday Transaction only once the Eligibility Controls and the Client Transaction Checks (if applicable) have been successfully completed. LCH SA will then pre-register the positions corresponding to any Eligible Intraday Transaction in the Account Structure of the relevant Clearing Member in accordance with Section 3.1.7, and such Eligible Intraday Transaction will then be subject to the Notional and Collateral Check with respect to the relevant Clearing Member. If an Eligible Intraday Transaction passes the Notional and Collateral Check with respect to each of the Clearing Members in respect of whom a Cleared Transaction would be registered, LCH SA will novate such Eligible Intraday Transaction pursuant to Article 3.1.6.1.

Article 3.1.4.5

Unless otherwise stated in this Section 3.1.4, each stage of the intraday process as set out in this Section 3.1.4 will be conducted by LCH SA as quickly as technologically practicable and, where applicable, will begin as quickly as technologically practicable after the previous stage.

Article 3.1.4.6

LCH SA will inform all relevant Clearing Members of the results of the application of the Eligibility Controls, the Client Transaction Checks (if applicable) and the Notional and Collateral Check on each relevant Intraday Transaction in the relevant Intraday Call Reports, made available to Clearing Members in accordance with Section 5 of the Procedures.

EXHIBIT 5.1

Section 3.1.5 Rejected Transactions

Article 3.1.5.1

A Rejected Transaction will immediately be withdrawn from the registration process by LCH SA and will not be capable of being novated pursuant to this CDS Clearing Rule Book but may be re-submitted for clearing in accordance with the CDS Clearing Rules and the CDS Clearing Supplement. LCH SA will notify the relevant Clearing Member of any Rejected Transaction in accordance with and subject to Section 5 of the Procedures. Rejected Transactions that have been pre-registered in accordance with Article 3.1.7.1 will be un-registered from that Clearing Member's Account Structure.

Article 3.1.5.2

Notwithstanding any other provision of this CDS Clearing Rule Book, LCH SA may reject any Original Transaction which does not comply with this CDS Clearing Rule Book, the Procedures or the Eligibility Requirements or where an Event has occurred or, in LCH SA's reasonable opinion, is likely to occur, in relation to the relevant Clearing Member.

Section 3.1.6 Novation Process

Article 3.1.6.1

In respect of each Original Transaction novated by LCH SA, with effect from the Novation Time of such Original Transaction:

- (i) if such Original Transaction comprises two House Trade Legs, the parties to such Original Transaction shall be automatically and immediately released and discharged from all their obligations to each other under such Original Transaction (and the books and records of such parties shall be updated to reflect such novation) other than in respect of:
 - (a) any amounts which are due and payable (or deliverable) by one party to the other pursuant to the terms of such Original Transaction but have not yet been paid (or delivered), on or prior to the Novation Time; and
 - (b) any Initial Payment Amounts ~~or~~ any Fixed Amounts or any Premiums, as applicable, when such amounts remain payable between the parties to such Original Transaction and in accordance with the terms of such Original Transaction pursuant to the CDS Clearing Supplement;

EXHIBIT 5.1

- (ii) if such Original Transaction comprises at least one Client Trade Leg, the parties to such Original Transaction shall be released and discharged from all their obligations to each other in accordance with the relevant agreement they have entered into other than in respect of:
 - (a) any amounts which are due and payable (or deliverable) by one party to the other pursuant to the terms of such Original Transaction but have not yet been paid (or delivered), on or prior to the Novation Time; and
 - (b) any Initial Payment Amounts ~~or~~, any Fixed Amounts, or any Premiums, as applicable when such amounts remain payable between the parties to such Original Transaction and in accordance with the terms of such Original Transaction pursuant to the CDS Clearing Supplement;
- (iii) each such Original Transaction, other than Index Swaption Intraday Transactions, will be replaced by two Cleared Transactions as follows:
 - (a) a Cleared Transaction entered into between LCH SA (acting as the protection seller in respect of such Cleared Transaction) and either: (x) in the event the Fixed Rate Payer of the Original Transaction is a Clearing Member, the Fixed Rate Payer (acting as CDS Buyer in respect of such Cleared Transaction); or (y) in the event the Fixed Rate Payer of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as CDS Buyer in respect of such Cleared Transaction), as applicable; and
 - (b) a Cleared Transaction entered into between LCH SA (acting as the protection buyer in respect of such Cleared Transaction) and either: (x) in the event the Floating Rate Payer of the Original Transaction is a Clearing Member, the Floating Rate Payer (acting as CDS Seller in respect of such Cleared Transaction); or (y) in the event the Floating Rate Payer of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as CDS Seller in respect of such Cleared Transaction), as applicable; ~~and~~
- (iv) each such Original Transaction which is an Index Swaption Intraday Transaction will be replaced by two Cleared Transactions as follows:
 - (a) a Cleared Transaction entered into between LCH SA (acting as Index Swaption seller in respect of such Cleared Transaction) and either: (x) in the event the Index Swaption buyer of the Original Transaction is a Clearing Member, such Clearing Member (acting as Index Swaption Buyer in respect of such Cleared Transaction); or (y) in the event the Index Swaption buyer of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as Index Swaption Buyer in respect of such Cleared Transaction), as applicable; and

EXHIBIT 5.1

(b) a Cleared Transaction entered into between LCH SA (acting as Index Swaption buyer in respect of such Cleared Transaction) and either: (x) in the event the Index Swaption seller of the Original Transaction is a Clearing Member, such Clearing Member (acting as Index Swaption Seller in respect of such Cleared Transaction); or (y) in the event the Index Swaption seller of the Original Transaction is a Client, the relevant Nominated Clearing Member (acting as Index Swaption Seller in respect of such Cleared Transaction), as applicable; and

~~(i)-(v)~~ each such Cleared Transaction is deemed entered into by LCH SA as a system and is irrevocable in accordance with Article L. 330-1 III and IV of the French Monetary and Financial Code.

Any failure by a party to perform its obligations under such Original Transaction shall not affect the liability of any such party to LCH SA following the novation of such Original Transaction.

Article 3.1.6.2

LCH SA will inform the relevant Clearing Members of:

- (i) the novation of an Original Transaction, novated pursuant to Article 3.1.6.1, in the relevant Cleared Trades Report and Bilateral Trades Report; and
- (ii) in respect of a Select Member, any Cleared Transaction, as a result of the novation process pursuant to Article 3.1.6.1, that does not belong to any of the Product Families indicated in the Product Family Form of that Select Member,

in accordance with Section 5 of the Procedures.

Article 3.1.6.3

The CDS Clearing System used for the purposes of the novation of Backloading Transactions is not a real-time monitoring of transactions process.

Registration of Cleared Transactions in the Account Structure of the relevant Clearing Members will depend upon the effective receipt by LCH SA of appropriate information from the Approved Trade Source System, and will be processed during Clearing Days as set out in Section 5 of the Procedures.

LCH SA shall not be in breach of the CDS Clearing Documentation by reason of late provision of any report or information by the Approved Trade Source System.

Article 3.1.6.4

LCH SA will be entitled to assume and will assume that no Credit Event Notice ~~or~~, Notice of Physical Settlement, Notice to Exercise Movement Option or Exercise Notice under an Original Transaction submitted for clearing by LCH SA in accordance with this TITLE III, Chapter 1 has been delivered by either party to the other prior to the Novation Time for that Original Transaction (other than any deemed delivery of a Credit Event Notice pursuant to a DC Credit Event

EXHIBIT 5.1

Announcement). Each Clearing Member upon submitting an Original Transaction for clearing by LCH SA acknowledges and agrees that any Credit Event Notice (other than any deemed delivery of a Credit Event Notice pursuant to a DC Credit Event Announcement~~), or~~, [Notice of Physical Settlement \(or NOPS Amendment Notice\)](#), [Notice to Exercise Movement Option](#) or [Exercise Notice](#) delivered in relation to an Original Transaction which is accepted for clearing by LCH SA in accordance with Section 3.1.1, Section 3.1.2 or Section 3.1.4 shall be deemed, at the Novation Time, never to have been delivered.

Article 3.1.6.5

Subject to Article 3.1.6.1 above, each Cleared Transaction shall be on identical terms as those set out in the Transaction Data of the Original Transaction replaced by such Cleared Transaction, and otherwise subject to the provisions of the CDS Clearing Documentation. With effect from the Novation Time, the terms of the Cleared Transaction shall be definitive, regardless of whether any Cleared Transaction is based on any Original Transaction and/or in respect of a Select Member, does not belong to the Product Family Form of that Select Member and regardless of any error or the validity of any Original Transactions.

Article 3.1.6.6

Notwithstanding the designation by LCH SA of any system as an Approved Trade Source System, LCH SA makes no warranty as to the effectiveness, efficiency, performance or any other aspect of the services provided by any Approved Trade Source System or the timeliness or otherwise of the delivery of any Original Transaction, details by that Approved Trade Source System to LCH SA. The ability of Clearing Members to submit Original Transactions through a particular Approved Trade Source System may be suspended from time to time provided that any such suspension applies to all Clearing Members and, where reasonably practicable, LCH SA gives at least 2 Clearing Days notice of such suspension.

Article 3.1.6.7

In the event that LCH SA registers Cleared Transactions on the basis of incorrect or corrupted data sent to it by an Approved Trade Source System, the Clearing Member concerned shall be bound by the terms of such Cleared Transactions. LCH SA may agree to use its reasonable endeavours to assist the relevant Clearing Members in re-registering such trades on the correct basis but it shall be under no obligation to do so. LCH SA shall not be liable to Clearing Members or anyone else with regard to the registration of such Cleared Transactions.

EXHIBIT 5.1

Article 3.1.6.8

In respect of a Select Member, if LCH SA registers a Cleared Transaction, the category of which does not belong to any of the Product Families indicated in the Product Family Form of that Select Member, the Select Member shall be bound by the terms of such Cleared Transaction and LCH SA shall notify that Select Member of such Cleared Transaction by 20.00 CET at the latest on that Clearing Day. If this notification is given:

- (i) [on or](#) before 20.00 CET on a Clearing Day: such notification will be deemed to have been received on the Clearing Day on which such notification is given; or
- (ii) after 20.00 CET on a Clearing Day such notification will be deemed to have been received on the following Clearing Day.

As from the deemed date of receipt of the notification, as determined in accordance with (i) or (ii) of this Article 3.1.6.8, that Select Member will have until the End of Real Time on the Clearing Day following the deemed date of receipt of that notification to:

- (x) either send an updated Product Family Form including the relevant new Product Family [\(ies\)](#) to LCH SA in the manner set out in Section 5 of the Procedures; or
- (y) reverse that Cleared Transaction in accordance with Section 5 of the Procedures.

Where the Select Member does not take one of the two measures listed above before the End of Real Time on the relevant Clearing Day, the Select Member's Product Family Form will be automatically updated by adding the relevant new Product Family [\(ies\)](#) and this update shall be deemed to have occurred at the End of Real Time on that Clearing Day.

Section 3.1.7 Pre-registration

Article 3.1.7.1

Pre-registration is an internal process implemented by LCH SA for the purposes only of ensuring that:

- (i) the terms of the relevant Eligible Intraday Transactions or Irrevocable Backloading Transactions, as applicable,
- (ii) in respect of a Receiving Clearing Member, the Client Cleared Transactions to be transferred to it in accordance with TITLE V, Chapter 3 or TITLE VI, Chapter 3 (as applicable); and/or
- (iii) in respect of a Backup Clearing Member, the Relevant Client Cleared Transactions to be transferred to it in accordance with clause 4.3 of the CDS Default Management Process,

are taken into account for the purposes of determining the Intraday Novation Margin Requirement and/or the Margin Requirement for each Margin Account of each Clearing Member, on the relevant Clearing Day pursuant to Section 4.2.3 and Section 2 of the Procedures.

EXHIBIT 5.1

For the avoidance of doubt, pre-registration of:

- (i) the positions corresponding to an Eligible Intraday Transaction or an Irrevocable Backloading Transaction does not constitute the novation of such Eligible Intraday Transaction or Irrevocable Backloading Transaction; and
- (ii) a Client Cleared Transaction or Relevant Client Cleared Transaction does not constitute the actual transfer of such Client Cleared Transaction or Relevant Client Cleared Transaction to the Receiving Clearing Member or Backup Clearing Member, as applicable.

Article 3.1.7.2

LCH SA shall upon successful completion of:

- (i) in respect of an Intraday Transaction: the Eligibility Controls and the Client Transaction Checks (if applicable);
- (ii) in respect of an Irrevocable Weekly Backloading Transaction: the Eligibility Controls performed on the Weekly Backloading Novation Day; or
- (iii) in respect of an Irrevocable Daily Backloading Transaction: the Eligibility Controls performed on the Daily Backloading Novation Day;

promptly pre-register the positions corresponding to the relevant Original Transaction in the Account Structure of the relevant Clearing Member. The position that will be pre-registered will be equivalent to the Cleared Transaction that would be registered on the clearing of such Original Transaction.

Article 3.1.7.3

LCH SA shall pre-register:

- (i) the Client Cleared Transactions to be transferred to a Receiving Clearing Member in accordance with TITLE V, Chapter 3 or TITLE VI, Chapter 3 (as applicable); or
- (ii) the Relevant Client Cleared Transactions to be transferred to a Backup Clearing Member in accordance with clause 4.3 of the CDS Default Management Process;

in the Account Structure of the relevant Receiving Clearing Member or Backup Clearing Member, as applicable.

Section 3.1.8 Margin calculation

Article 3.1.8.1

LCH SA shall calculate the Margin Requirement and the Variation Margin Requirement for each Margin Account of each Clearing Member in accordance with Title IV, Chapter 2 and Section 2 of the Procedures, taking into account the Open Positions registered within its Account Structure plus, where applicable, the positions corresponding to Eligible Intraday Transactions and

EXHIBIT 5.1

Irrevocable Backloading Transactions pre-registered in the Account Structure of the relevant Clearing Member in accordance with Section 3.1.7.

Section 3.1.9 Loss Distribution Periods

Article 3.1.9.1

If, on a Business Day and in accordance with Clause 7.3 of the CDS Default Management Process, LCH SA requests that an adjustment be made to the Loss Distribution Cap Amount for one or more Non-Defaulting Clearing Member(s), and such day is also:

- (i) a Daily Backloading Novation Day but not a Weekly Backloading Novation Day: the novation of all Daily Backloading Transactions that have not been novated prior to such request will be postponed; or
- (ii) a Daily Backloading Novation Day and a Weekly Backloading Novation Day: the novation of all Backloading Transactions that have not been novated prior to such request will be postponed.

In this circumstance, LCH SA shall promptly, and by no later than 07.45, publish a Clearing Notice notifying all Clearing Members that it will not novate any Original Transactions submitted to LCH SA for clearing on such Clearing Day unless and until each affected Non-Defaulting Clearing Member has agreed to an adjustment to their Loss Distribution Cap Amount. For the avoidance of doubt, such Clearing Notice will not identify the Non-Defaulting Clearing Members who are being consulted in relation to an adjustment to their Loss Distribution Cap Amount.

Article 3.1.9.2

In the event that each relevant Non-Defaulting Clearing Member agrees to an adjustment to their Loss Distribution Cap Amount on such Business Day in the form and within the timeframe set out in the relevant Clearing Notice, LCH SA will promptly distribute the relevant Backloading Transaction Reports (in accordance with and subject to Section 5 of the Procedures) to each Clearing Member for that Business Day. Following the Morning Call made by LCH SA, each Clearing Member will be required to satisfy the Margin Requirement(s) and Variation Margin Requirement(s) in respect of the Margin Account(s) for each of its Account Structure(s) at the time of the next available TARGET2 payment window (as set out in Section 3 of the Procedures) on such Business Day, save that if the time of the next available TARGET2 payment window is less than 45 minutes from the time of distribution of the relevant Backloading Transaction Reports (in accordance with Section 5 of the Procedures) each Clearing Member will be required to satisfy the Margin Requirement(s) and Variation Margin Requirement(s) in respect of the Margin Account(s) for each of its Account Structure(s) at the time of the second next available TARGET2 payment window on such Business Day. LCH SA shall ensure that each Clearing Member is provided with at least 45 minutes notice of the time at which it will be required to satisfy the Margin Requirement(s) and Variation Margin Requirement(s) in respect of the Margin Account(s) for each of its Account Structure(s) on such Business Day.

EXHIBIT 5.1

Article 3.1.9.3

Provided that following the Morning Call made by LCH SA, each Clearing Member satisfies its Margin Requirement(s) and Variation Margin Requirement(s) in respect of the Margin Account(s) for each of its Account Structure(s) by the close of the relevant TARGET2 payment window, in accordance with Article 3.1.9.2, all the Backloading Transactions submitted to LCH SA for clearing pursuant to Section 3.1.1 or Section 3.1.2 shall be novated as soon as technologically practicable after the Clearing Member Novation Acceptance Time. In the event that a Backloading Failure occurs in respect of any Clearing Member, LCH SA shall novate the Backloading Transactions that have not become Rejected Transactions as a result of Section 3.1.3.

Article 3.1.9.4

If any Non-Defaulting Clearing Member does not agree to an adjustment to its Loss Distribution Cap Amount on such Business Day in the form and within the timeframe set out in the relevant Clearing Notice, an Early Termination Trigger Date shall arise, in accordance with Clause 8.1 of the CDS Default Management Process. Upon an Early Termination Trigger Date, LCH SA shall promptly publish a Clearing Notice notifying all Clearing Members that an Early Termination Trigger Date has arisen, and that LCH SA will not novate any more Original Transactions submitted to it for clearing on such day (if such day is a Clearing Day) and will not accept any Original Transactions which are submitted to LCH SA for clearing by Clearing Members at any time after the Early Termination Trigger Date has arisen.

Section 3.1.10 Registration of Cleared Transactions

Article 3.1.10.1

Following the novation of Backloading Transactions in accordance with Section 3.1.1 or Section 3.1.2, and, if applicable, the compression of Cleared Transactions in accordance with Title III, Chapter 3 and Section 5 of the Procedures, LCH SA shall promptly arrange for:

- (i) the removal of the relevant Backloading Transactions from the TIW on behalf the relevant Clearing Members and/or Client(s);
- (ii) if applicable, the removal of the Cleared Transactions which are terminated as a result of the compression process; and
- (iii) the registration of the relevant Cleared Transactions in the TIW on its own behalf and on behalf the relevant Clearing Members.

For the avoidance of doubt, if Cleared Transactions have been compressed pursuant to TITLE III, Chapter 3 as part of the Daily Backloading Cycle or the Weekly Backloading Cycle in accordance with Article 3.1.1.9 or Article 3.1.2.4, as applicable, LCH SA shall register in the TIW only the compressed Cleared Transaction(s), if any.

EXHIBIT 5.1

Article 3.1.10.2

Following the novation of Intraday Transactions in accordance with Section 3.1.4, LCH SA shall, in accordance with Section 5 of the Procedures, promptly arrange for:

- (i) if applicable, the removal of the relevant Intraday Transactions from the TIW on behalf of the relevant Clearing Members which have already been registered in the TIW but which are terminated as a result of the registration of the relevant Cleared Transactions; and
- (ii) the registration of the two related Cleared Transactions in the TIW on its own behalf and on behalf the relevant Clearing Members.

Article 3.1.10.3

Cleared Transactions shall be registered by LCH SA in the CDS Clearing System in the Account Structure of the relevant Clearing Members.

Article 3.1.10.4

The terms and conditions of Cleared Transactions are determined pursuant to the CDS Clearing Supplement.

Article 3.1.10.5

Each relevant Clearing Member with respect to an Original Transaction novated in accordance with the CDS Clearing Rules and the CDS Clearing Supplement must ensure that its books and records are updated to reflect the novation of such Original Transaction and the creation of the relevant Cleared Transaction as soon as reasonably practicable after the relevant Cleared Trades Report has been made available to such Clearing Member, in accordance with Section 5 of the Procedures, following novation of such Original Transaction in accordance with Article 3.1.6.1.

Article 3.1.10.6

Cleared Transactions are registered in Trade Accounts on a trade by trade basis. LCH SA will not perform compression or netting at the Trade Account level otherwise than pursuant to TITLE III, Chapter 3.

Article 3.1.10.7

The process as described in Article 3.1.10.1 will apply, *mutatis mutandis*, in all other circumstances where termination and creation messages relating to Cleared Transactions of a Clearing Member are to be exchanged between the Approved Trade Source System, LCH SA and such Clearing Member, including, without limitation, in connection with:

- (i) the creation of ~~Restructuring Matched Pairs or Settlement~~ Matched Pairs (where applicable and subject to Sections 5 and 6 of Part A ~~or~~, Part B or Part C, as applicable, of the CDS Clearing Supplement, as applicable); and
- (ii) the transfer of Cleared Transactions.

EXHIBIT 5.1

Article 3.1.10.8

Upon the occurrence of specific events where LCH SA manually undertakes, with respect to any Cleared Transactions, automatic processes that are usually provided by the TIW in accordance with Section 5 of the Procedures, LCH SA will charge the relevant Clearing Member fees for undertaking such manual procedure, specified in a fee grid published from time to time by LCH SA on its Website.

Section 3.1.11 Reporting requirements

Article 3.1.11.1

LCH SA and the Clearing Member shall comply with their obligations to report the details of a Cleared Transaction and any modification or termination of such Cleared Transaction without duplication to a trade repository duly registered or recognised in accordance with EMIR, or if such a trade repository is not available, to the European Securities and Markets Authority, in accordance with the requirements of EMIR and at the times and in the manner set out in Section 5 of the Procedures.

Article 3.1.11.2

LCH SA shall submit any report required under Part 45 of the CFTC Regulations and/or applicable SEC Regulations for SBS trade reporting -in respect of any Cleared Transactions, in accordance with Section 5 of the Procedures.

EXHIBIT 5.1

CHAPTER 2 – HOUSE ACCOUNT STRUCTURE

Section 3.2.1 House Trade Account

Article 3.2.1.1

LCH SA shall open one House Trade Account for each Clearing Member.

Article 3.2.1.2

Registration of Cleared Transactions in a House Trade Account shall initially be made by LCH SA on the basis of the Transaction Data with respect to the relevant Original Transaction and amended to reflect any compression of Cleared Transactions pursuant TITLE III, Chapter 3.

Section 3.2.2 House Margin Account

Article 3.2.2.1

LCH SA shall open one House Margin Account for each Clearing Member for the purposes of risk calculation, as described in Title IV.

Article 3.2.2.2

House Cleared Transactions of a Clearing Member will be allocated to the House Margin Account of the Clearing Member, for the purposes of the determination of Open Positions registered in such House Margin Account.

Article 3.2.2.3

LCH SA shall calculate a Clearing Member's Open Positions registered in its House Margin Account by netting the Cleared Transactions which are allocated to the House Margin Account and which are of the same CDS Type [or Swaption Type, as applicable](#).

Section 3.2.3 House Collateral Account

Article 3.2.3.1

Cash Collateral provided by Clearing Members to satisfy its House Margin Requirement or to create House Excess Collateral, will be provided by way of full title transfer and will be held by LCH SA in accordance with Section 3 of the Procedures.

Article 3.2.3.2

At the option of each Clearing Member, and in accordance with Section 3 of the Procedures, Eligible Collateral may be transferred by the relevant Clearing Member to LCH SA to satisfy its House Margin Requirement or to create House Excess Collateral, either on a full title transfer basis pursuant to Article L. 440-7 of the French Monetary and Financial Code, or by way of a Belgian law security interest with no title transfer pursuant to the applicable provisions of Belgian law.

EXHIBIT 5.1

Article 3.2.3.3

LCH SA shall open one House Collateral Account for each Clearing Member for the purposes of identifying Collateral such Clearing Member has provided to:

- (i) satisfy its House Margin Requirement;
- (ii) create House Excess Collateral; or
- (iii) create CCM Client Collateral Buffer in the case of a CCM.

EXHIBIT 5.1

CHAPTER 3 - COMPRESSION

Section 3.3.1 General

Article 3.3.1.1

Subject to Article 3.3.1.3, there will be no compression of Cleared Transactions unless requested by a Clearing Member in accordance with this Section 3.3.1. Two methods are available to Clearing Members:

- (i) ad hoc compression which can be requested by any Clearing Member only in respect of Cleared Transactions which have already been registered in the TIW; or
- (ii) automatic compression which can be set up by a Clearing Member in respect of:
 - (a) Cleared Transactions which have been novated as part of the Daily Backloading Cycle and/or Weekly Backloading Cycle but have not yet been registered in the TIW: such Cleared Transactions may be compressed with (x) other Cleared Transactions novated as part the same Daily Backloading Cycle or Weekly Backloading Cycle, as applicable, and/or (y) other Cleared Transactions already registered in the TIW; and/or
 - (b) Cleared Transactions already registered in the TIW.

The process and conditions for ad hoc compression and automatic compression are set out in further details in Section 5 of the Procedures.

Article 3.3.1.2

A request by a Clearing Member to effect compression in accordance with this Section 3.3.1 and Section 5 of the Procedures, may only be made in relation to Cleared Transactions which are registered in the same Trade Account of such Clearing Member.

Article 3.3.1.3

As set out in Section 5 of the Procedures [and in the CDS Clearing Supplement](#):

- (i) following a Credit Event in respect of any Cleared Transactions, other than a Restructuring Credit Event, LCH SA may compress Cleared Transactions to result in one or more Cleared Transaction(s) *per* CDS Type;
- (ii) ~~As set out in Section 5 of the Procedures~~ following a Restructuring Credit Event in respect of any Cleared Transactions, LCH SA may compress Single Name Cleared Transactions [or Index Swaption Cleared Transactions, as the case may be,](#) to result in one or more Cleared Transaction(s) *per* CDS Type [or Swaption Type, as the case may be;](#)
- (iii) ~~As set out Section 5 of in the Procedures~~ following a DC Credit Event Announcement, if the Fallback Settlement Method applies in respect of any Cleared Transactions, LCH SA

EXHIBIT 5.1

may compress Physically Settled Cleared Transactions to result in one or more Cleared Transactions *per* CDS Type;

~~(iii)~~(iv) [during an EMP Creation Period, LCH SA may compress Index Swaption Cleared Transactions to result in one or more Exercise Cleared Transactions.](#)

Following an Event of Default, TITLE IV, CHAPTER 3 of this CDS Clearing Rule Book shall prevail and apply in relation to all matters concerning aggregation, compression, set off, closing out and termination of Cleared Transactions.

Article 3.3.1.4

In the event that a Clearing Member does elect for the compression of some or all of its Cleared Transactions in accordance with this Section 3.3.1 and Section 5 of the Procedures, such compression shall take place through termination of the relevant existing Cleared Transaction or Cleared Transactions of the same CDS Type [or Swaption Type, as applicable](#), in consideration for entry into a new replacement single Cleared Transaction.

Article 3.3.1.5

Neither Article 3.3.1.1 nor Article 3.3.1.3 affects the definition, or calculation, of the Open Positions registered in each Margin Account of a Clearing Member, the Clearing Member's Margin Requirement, or the Clearing Member's Contribution Requirement.

Article 3.3.1.6

LCH SA will reflect each compression in the records of the TIW on its own behalf and on behalf the relevant Clearing Members and/or Clients, in accordance with Section 5 of the Procedures.

If the records of trades in the TIW do not reflect the Cleared Transactions to which a Clearing Member and LCH SA are party following compression, then LCH SA will correct the records of the TIW accordingly.

Article 3.3.1.7

Where compression has taken place in respect of any Cleared Transactions, the accrued Fixed Amounts [or Premiums, as applicable](#), for the relevant Cleared Transactions shall be netted and the Fixed Amount [or Premiums, as applicable](#), for the Cleared Transaction resulting from the compression shall be determined by reference to the Cleared Transactions which were compressed.

EXHIBIT 5.1

TITLE IV

RISK MANAGEMENT

EXHIBIT 5.1

CHAPTER 1 - GENERAL PROVISIONS

Section 4.1.1

Article 4.1.1.1

For each Clearing Member, all calculations and determinations (including calculation of the House Margin Requirement, Client Margin Requirement, House Variation Margin Requirement and Client Variation Margin Requirement) performed by LCH SA pursuant to Title IV, CHAPTER 2 and Sections 2 and 3 of the Procedures shall be undertaken separately in respect of its House Margin Account and each of its Client Margin Accounts, notwithstanding that in respect of its Client Margin Accounts, payments required to be made will be made and netted in the manner set out in Section 3 of the Procedures.

Article 4.1.1.2

LCH SA shall calculate the Margin Requirements on the basis of the Open Positions registered in each relevant Margin Account. Where applicable, LCH SA shall also take into account those positions corresponding to Irrevocable Backloading Transactions pre-registered in the Account Structure of such Clearing Member.

Article 4.1.1.3

Once a Cleared Transaction is terminated or duly settled in accordance with its terms, such Cleared Transaction will no longer be taken into account for the purposes of calculating the Margin Requirement for the relevant Margin Account of the Clearing Member.

EXHIBIT 5.1

CHAPTER 2 - MARGIN

Section 4.2.1 Margin Requirement

Article 4.2.1.1

In order to manage its risk exposure, LCH SA shall require each Clearing Member to transfer to LCH SA such Collateral as is necessary to satisfy its House Margin Requirement and its Client Margin Requirement(s). LCH SA shall make Collateral Calls, in accordance with Section 4.2.3 below and Section 3 of the Procedures, for this purpose.

Article 4.2.1.2

LCH SA shall be entitled, in consultation with the Risk Committee where reasonably possible, at any time to:

- (i) impose, amend or withdraw additional requirements in relation to the calculation of Margin payable by all Clearing Members; or
- (ii) require Credit Quality Margin to be paid by a particular Clearing Member.

Where advance consultation with the Risk Committee is not practicable, LCH SA shall be required to seek the advice of the Risk Committee at its next meeting as regards the continued applicability of any such amended Margin calculations and shall seek ratification of the decision to amend the manner in which LCH SA makes its Margin calculations at the next meeting of the LCH SA board of directors.

Section 4.2.2 Excess Collateral and the Client Collateral Buffer

Article 4.2.2.1

A Clearing Member may specify, and may update, its House Excess Collateral Threshold and its Client Collateral Buffer Threshold at such times and in such manner as set out in Section 2 of the Procedures.

House Excess Collateral can be used by LCH SA to cover increases in the House Margin Requirement and to satisfy the Notional and Collateral Check carried out by LCH SA in respect of Eligible Intraday Transactions comprising one or more House Trade Leg(s).

In the case of a CCM, CCM Client Excess Collateral can be used by LCH SA to cover increases in the relevant CCM Client Margin Requirement(s) calculated in respect of the Margin Accounts for a CCM Client Account Structure and to satisfy the Notional and Collateral Check carried out by LCH SA in respect of Eligible Intraday Transactions comprising one or more Client Trade Leg(s).

In the case of an FCM Clearing Member and in accordance with Article 6.2.5.1(ii), any intraday FCM Client Excess Collateral attributable to a specific FCM Client Financial Account can be used by LCH SA to cover increases in the relevant FCM Client Margin Requirement and to satisfy the

EXHIBIT 5.1

Notional and Collateral Check carried out by LCH SA in respect of Eligible Intraday Transactions comprising one or more Client Trade Leg(s).

Article 4.2.2.2

If, following the calculations made in accordance with Article 4.2.3.1, in respect of a Clearing Member, there is:

- (i) a House Excess Collateral Shortfall; and/or
- (ii) a Client Collateral Buffer Shortfall,

LCH SA shall request the Clearing Member, at the next Collateral Call, to transfer Collateral equal to the House Excess Collateral Shortfall and the Client Collateral Buffer Shortfall.

Article 4.2.2.3

A Clearing Member may increase the amount of:

- (i) House Excess Collateral;
- (ii) in the case of a CCM:
 - (a) CCM Client Excess Collateral recorded in a particular CCM Client Collateral Account; or
 - (b) CCM Client Collateral Buffer,

by transferring additional Collateral to LCH SA in accordance with Section 3 of the Procedures.

Article 4.2.2.4

If, when carrying out a Notional and Collateral Check in respect of the Client Trade Leg of an Eligible Intraday Transaction, LCH SA determines that there is insufficient Client Excess Collateral allocated to:

- (i) in the case of a CCM: the relevant CCM Client Account Structure; or
- (ii) in the case of an FCM Clearing Member: the relevant FCM Client Margin Account,

to enable the novation of such Client Trade Leg, but there is sufficient Available Client Collateral Buffer, an amount of the Available Client Collateral Buffer shall be "allocated" to:

- (a) in the case of a CCM: the relevant CCM Client Account Structure; or
- (b) in the case of an FCM Clearing Member: the relevant FCM Client Margin Account,

in accordance with Section 2 of the Procedures, so as to satisfy the Intraday Novation Margin Requirement.

EXHIBIT 5.1

LCH SA will update the value of the Available Client Collateral Buffer for each relevant Clearing Member following:

- (i) the novation of each Intraday Transaction comprising one or more Client Trade Leg(s), if applicable; and
- (ii) each Collateral Call.

Article 4.2.2.5

Where, in the case of a CCM:

- (i) in respect of the CCM House Collateral Account: the CCM Margin Balance exceeds the CCM House Margin Requirement; and/or
- (ii) in respect of a CCM Client Collateral Account: the CCM Margin Balance exceeds the relevant CCM Client Margin Requirement(s) calculated in respect of the Margin Accounts for the relevant CCM Client Account Structure,

the CCM may request to have Collateral returned to it in accordance with the conditions and the process set out in Section 3 of the Procedures.

Where, in the case of an FCM Clearing Member:

- (i) in respect of the FCM House Collateral Account; the FCM Margin Balance exceeds the FCM House Margin Requirement, the FCM Clearing Member may request to have Collateral returned to it in accordance with the process set out in Section 3 of the Procedures and subject to Article 6.2.5.1(i); and
- (ii) in respect of the FCM Client Collateral Account:
 - (a) the FCM Margin Balance of an FCM Client Financial Account exceeds the relevant FCM Client Margin Requirement prior to the Morning Call; or
 - (b) the value of the Collateral attributed to the FCM Buffer Financial Account exceeds the FCM Client Collateral Buffer Threshold,

the amount of the excess will be reclassified as FCM Unallocated Client Excess Collateral and thereafter may be returned to the FCM Clearing Member upon request in the conditions set out in Section 3 of the Procedures and subject to Article 6.2.5.1.

Article 4.2.2.6

A request to have Collateral returned, in accordance with Article 4.2.2.5 and Section 3 of the Procedures, will not impact the House Excess Collateral Threshold or as the case may be, FCM Client Collateral Buffer Threshold, specified by the Clearing Member. Unless separately updated in accordance with Article 4.2.2.1 and Section 2 of the Procedures, LCH SA shall continue to use the previously notified House Excess Collateral Threshold and as the case may be, FCM Client Collateral Buffer Threshold, for the purposes of making Collateral Calls pursuant to Section 4.2.3.

EXHIBIT 5.1

Section 4.2.3 Collateral Calls

Article 4.2.3.1

Prior to each Collateral Call (other than an Additional Collateral Call), for each Clearing Member, LCH SA shall calculate, at such times set out in Section 2 of the Procedures and in such manner set out in Sections 2 and 3 of the Procedures in respect of its House Account Structure and each of its CCM Client Account Structure(s) in the case of a CCM or each of its FCM Client Margin Account(s) in the case of an FCM Clearing Member:

- (i) the Margin Requirement for each Margin Account;
- (ii) the Variation Margin Requirement for each Margin Account, in accordance with Article 4.2.5.2;
- (iii) the Margin Balance; and
- (iv) the Client Collateral Buffer.

On the basis of such calculations, LCH SA shall determine, in respect of each Clearing Member, whether there is:

- (i) in respect of the House Account Structure and each CCM Client Account Structure(s) or as the case may be, each FCM Client Margin Account(s), a Margin Shortfall or an Excess Collateral;
- (ii) in respect of the House Collateral Account:
 - (a) a House Excess Collateral Shortfall; and
 - (b) in the case of a CCM: a CCM Client Collateral Buffer Shortfall; and
- (iii) in respect of the FCM Buffer Financial Account in the case of an FCM Clearing Member: a FCM Client Collateral Buffer Shortfall.

LCH SA shall perform these calculations in accordance with Article 4.1.1.1 at the times and in the manner set out in Sections 2 and 3 of the Procedures.

On each Business Day, following each calculation made by LCH SA in accordance with Article 4.2.3.1, LCH SA shall inform each Clearing Member, in accordance with Section 5 of the Procedures, of:

- (i) in respect of its House Account Structure and each of its CCM Client Account Structure(s) or as the case may be, each of its FCM Client Margin Account(s):
 - (a) the Margin Requirement for each Margin Account;
 - (b) the Variation Margin Requirement for each Margin Account;
 - (c) the Margin Balance;

EXHIBIT 5.1

- (d) the Margin Shortfall or Excess Collateral, as the case may be;
 - (e) the House Excess Collateral Shortfall, in respect of the House Collateral Account only;
 - (ii) any Client Collateral Buffer Shortfall (if any);
 - (iii) for an FCM Clearing Member, the FCM Unallocated Client Excess Collateral,
- through the reports made available to each Clearing Member in accordance with, and subject to, Section 5 of the Procedures.

The failure by LCH SA to provide any such reports shall not invalidate its ability to debit a Clearing Member's TARGET2 Account and/or any other cash account(s) as the case may be, in accordance with Article 4.2.3.2, using the Power of Attorney issued in its favour in accordance with Article 2.2.1.1(xi v)(a), to cover any Required Collateral Amount and/or Variation Margin.

Article 4.2.3.2

As set out in Section 3 of the Procedures, LCH SA will make a Collateral Call of an amount equal to the Required Collateral Amount in accordance with Section 3 of the Procedures.

At the same time as each Collateral Call (other than an Additional Collateral Call), except as otherwise provided for in the Procedures, each Clearing Member or LCH SA, as the case may be, shall also be required to make a Cash Payment to satisfy the Variation Margin Requirement applicable to each of the Clearing Member's Margin Accounts. Such payments shall be made in the currency as provided for in Section 3 of the Procedures.

By exception to the above, in any circumstance preventing the Cash Payments from being performed in US Dollar, LCH SA shall be entitled, and inform the Clearing Members of its intention, to convert any amount denominated in US Dollar in Euro, such conversion to be effected at the prevailing rate of exchange at the time of conversion and therefore, the Cash Payments obligations shall be performed in Euro, in accordance with Section 3 of the Procedures.

All payments required to be made, in accordance with this Article 4.2.3.2, will be netted in the manner set out in Section 3 of the Procedures.

Article 4.2.3.3

The failure to transfer Collateral in an amount equal to:

- (i) the House Excess Collateral Shortfall;
- (ii) the Client Collateral Buffer Shortfall; and/or
- (iii) the Allocated Client Collateral Buffer,

in accordance with Article 4.2.3.2 shall not constitute a Payment Failure in respect of the relevant Clearing Member.

EXHIBIT 5.1

Section 4.2.4 Additional Collateral Call

Article 4.2.4.1

LCH SA shall, at any time on any day in accordance with the CDS Clearing Rules, have the right to calculate and make a Collateral Call on a Clearing Member to transfer to LCH SA such additional Collateral through:

- (i) TARGET2, provided that such day is a Business Day;
- (ii) its cash account(s) in US Dollar, provided that such day is a day on which commercial banks in New York City are open for business,

as LCH SA deems necessary to manage its risk exposure.

For the avoidance of doubt, such Collateral Call may relate to either a House Account Structure or a Client Account Structure of a Clearing Member.

Article 4.2.4.2

Where LCH SA makes a Collateral Call in accordance with Article 4.2.4.1, each relevant Clearing Member shall transfer Collateral in the form and by such time as is required by LCH SA. LCH SA shall notify each relevant Clearing Member, as soon as is reasonably practicable, providing at least 45 minutes notice of the time at which such Clearing Member is required to transfer Collateral to LCH SA. LCH SA shall use all reasonable endeavours, from the time at which the decision to make a Collateral Call is made by it and until the time at which the Clearing Member is required to transfer Collateral, to contact each relevant Clearing Member, by any method of communication available to it, to inform the Clearing Member of its intention to make a Collateral Call in accordance with Article 4.2.4.1. Provided that LCH SA has complied with the requirements of this Article 4.2.4.2, it shall have the right to debit a Clearing Member's TARGET2 Account or as the case may be, any cash account in US Dollar, using the Power of Attorney issued in its favour in accordance with Article 2.2.1.1(xiv)(a), to cover any such Collateral requirement.

Section 4.2.5 Variation Margin

Article 4.2.5.1

In order to manage the risk of price fluctuations occurring in respect of a Clearing Member's Open Positions, LCH SA and/or the Clearing Member shall be required to make Cash Payments (as applicable) to meet the House Variation Margin Requirement and the Client Variation Margin Requirement(s) when such amounts are due and payable.

Article 4.2.5.2

Variation Margin shall be payable by a Clearing Member or LCH SA, as applicable, at the same time as the Morning Call, except as otherwise provided for in the Procedures.

EXHIBIT 5.1

LCH SA and each Clearing Member required to make a Cash Payment in relation to such Variation Margin shall do so by such times as set out in Section 3 of the Procedures.

Section 4.2.6 Collateral

Article 4.2.6.1

The list of Eligible Currencies and Eligible Collateral is set out in Section 3 of the Procedures. LCH SA may notify Clearing Members of any change to what constitutes Eligible Currencies or Eligible Collateral by publication of a Clearing Notice.

Article 4.2.6.2

On the specific written request of a Clearing Member, LCH SA shall ensure that the Risk Committee is consulted on the acceptance of any type of currency, security or other type of asset as an Eligible Currency or as Eligible Collateral as the case may be, provided that Applicable Law permits LCH SA to accept such currency, security or other asset as Collateral. If Applicable Law no longer permits any currency, security or other asset to be accepted by a LCH SA as Collateral, LCH SA shall amend the list of Eligible Currencies and Eligible Collateral in accordance with Article 1.2.2.4 (ii)(a).

Article 4.2.6.3

- (i) A CCM shall post Cash Collateral and/or Eligible Collateral:
 - (a) to satisfy the Margin Requirement(s) in respect of the Margin Accounts for each of its Account Structures;
 - (b) where such CCM wishes to maintain Collateral over and above that which is needed to satisfy the CCM Client Margin Requirement(s) in respect of the Margin Accounts for any of its CCM Client Account Structures, in the relevant CCM Client Collateral Account;
 - (c) where such CCM wishes to maintain Collateral over and above that which is needed to satisfy the CCM House Margin Requirement in the CCM House Collateral Account; and/or
 - (d) where such CCM wishes to maintain CCM Client Collateral Buffer in its CCM House Collateral Account,

in accordance with the conditions set out in Section 3 of the Procedures.

- (ii) An FCM Clearing Member shall post Cash Collateral and/or Eligible Collateral:
 - (a) to satisfy the Margin Requirement, in respect of each of its Margin Accounts;
 - (b) where such FCM Clearing Member wishes to maintain FCM Client Collateral Buffer, in the FCM Buffer Financial Account; and/or

EXHIBIT 5.1

- (c) where such FCM Clearing Member wishes to maintain FCM House Excess Collateral, in the FCM House Collateral Account,

in accordance with the conditions set out in Section 3 of the Procedures.

Article 4.2.6.4

LCH SA may apply such haircuts to Eligible Collateral and such FX adjustments to Cash Collateral as set out on the Website in calculating (as applicable):

- (i) the Margin Balance for each Account Structure of a CCM;
- (ii) the Margin Balance for any FCM House Margin Account;
- (iii) the aggregate value of Collateral (excluding FCM Client Collateral Buffer) transferred by an FCM Clearing Member to LCH SA to meet its FCM Client Margin Requirement(s) for purposes of and to the extent relevant for determining the Margin Balance and the Legally Segregated Value for each FCM Client Margin Account of such FCM Clearing Member; and
- (iv) the value of the Client Collateral Buffer.

Article 4.2.6.5

Cash Collateral and Eligible Collateral transferred to LCH SA shall be held by LCH SA in accordance with Section 3 of the Procedures.

Article 4.2.6.6

In providing any Eligible Collateral to LCH SA, a Clearing Member shall represent and warrant that:

- (i) the Clearing Member is the sole and beneficial owner of the assets making up such Eligible Collateral or, if an FCM Clearing Member provides Eligible Collateral for which it is not the sole and beneficial owner, such FCM Clearing Member has the right to grant to LCH SA a first security interest in and first priority and unencumbered first lien upon the assets making up such Eligible Collateral;
- (ii) none of the assets making up the Eligible Collateral for which the Clearing Member is the sole and beneficial owner are subject to any security interest, encumbrance or other third party interest (other than a lien routinely imposed on all securities in a clearing system in which any such Eligible Collateral may be held);
- (iii) the use or application of the Eligible Collateral by LCH SA will not breach Applicable Law or any obligations owed by such Clearing Member to any third party; and
- (iv) it has the right, or will have the right at the time of their being credited to the relevant account, to transfer the Eligible Collateral to LCH SA for security purposes.

EXHIBIT 5.1

Section 4.2.7 **Markit LCH Settlement Price and LCH Settlement Price**

Article 4.2.7.1

LCH SA will use End of Day Contributed Prices, or if, for any reason whatsoever, such End of Day Contributed Prices are not available to LCH SA, other composite prices/spreads provided by the Index Publisher or any data providers or such other prices/spreads as may be determined by the Risk Committee, for the purposes of any risk calculation performed by LCH SA pursuant to this CDS Clearing Rule Book including, without limitation, calculating and valuing a Clearing Member's Open Positions and calculating its Margin Requirement. The price/spread actually used by LCH SA to calculate the settlement prices for

- (i) Index Cleared Transactions and Single Name Cleared Transactions on either an end of day or intra-day basis shall be referred to as the **"Markit LCH Settlement Price"**; and
- (ii) Index Swaption Cleared Transactions on either an end of day or intra-day basis shall be referred to as the "LCH Settlement Price".

Article 4.2.7.2

Each Clearing Member is hereby authorised:

- (i) to use the Markit LCH Settlement Prices and the LCH Settlement Prices internally and solely in connection with its clearing functions;
- (ii) in respect of a General Member: to provide Markit LCH Settlement Prices and the LCH Settlement Prices to those Clients with Open Positions registered in its corresponding Client Margin Accounts; provided that: (a) such distribution is at no cost; (b) the Markit LCH Settlement Prices and the LCH Settlement Prices are provided for use by such Clients internally and solely in connection with their clearing functions, (c) any permitted onward distribution to the Client's affiliates and clients is equivalently restricted, and (d) the Markit LCH Settlement Prices and the LCH Settlement Prices are identified as such.

For the avoidance of doubt, "clearing functions" shall mean the validation of the Clearing Member's, or any relevant Clients', Margin Requirements and the calculation and valuation of the Clearing Member's, or any relevant Client's, Open Positions for the purposes of its own internal books and records.

Article 4.2.7.3

Each Clearing Member accepts that LCH SA, the Index Publisher and ~~its~~their data providers, specifically disclaim (i) all warranties or representations as to, and (ii) all liabilities whether in contract, tort (including, but not limited to, negligence) or otherwise in relation to, the quality, fitness for purpose, completeness or accuracy of the Markit LCH Settlement Prices and the LCH Settlement Prices.

EXHIBIT 5.1

Article 4.2.7.4

Should a Clearing Member breach the provisions of this Section 4.2.7, it shall indemnify LCH SA for any losses, costs, or expenses incurred by LCH SA as a result of that breach.

Article 4.2.7.5

Each Clearing Member acknowledges and agrees that the Markit LCH Settlement Prices [and the LCH Settlement Prices](#) are provided "as is", and that neither the Index Publisher, [LCH SA](#) nor any other person makes any representation or warranty related to the Markit LCH Settlement Prices [and the LCH Settlement Prices](#) nor shall the Index Publisher, [LCH SA](#) or any of ~~its~~[their](#) data providers have any liability, duty or obligation for or relating to the Markit LCH Settlement Prices [and the LCH Settlement Prices](#), any errors, inaccuracies, omissions or delays in content, or for any actions taken in reliance thereon. In no event shall the Index Publisher, [LCH SA](#) or any of ~~its~~[their](#) data providers be liable for damages including, without limitation, damages resulting from lost data or lost profits or revenue, the costs of recovering such data, claims by third parties or for similar costs, or any special, incidental or consequential damages arising out of the use of the Markit LCH Settlement Prices ~~and of the LCH Settlement Prices~~.

Article 4.2.7.6

Each Clearing Member hereby makes the Index Publisher an intended third party beneficiary of Article 4.2.7.1 to Article 4.2.7.5 above [in respect of the Markit LCH Settlement Prices only](#).

Article 4.2.7.7

In connection with the establishment and validation of an End of Day Contributed Price, each Price Contribution Participant shall, in accordance with process set out in Section 5 of the Procedures relating to End of Day Contributed Prices, enter into a CDS [and/or an Index Swaption](#) with another Price Contribution Participant following notification from LCH SA that they are required to do so and the terms on which such CDS [and/or an Index Swaption](#) should be executed. By the End of Day on the Price Contribution Day following receipt of such notification from LCH SA, the Price Contribution Participant shall evidence that such CDS [and/or an Index Swaption](#) has been entered into, as described in Section 5 of the Procedures.

Article 4.2.7.8

A General Member or a Select Member which has opted to be a Price Contribution Participant in accordance with Article 2.2.0.5 can delegate the performance of: (i) the submission of Market Data pursuant to Section 5 of the Procedures; and (ii) the entry into CDS [and/or Index Swaption](#) pursuant to Article 4.2.7.7 above to its Price Contribution Delegate.

Notwithstanding the due appointment of a Price Contribution Delegate, the General Member or the Select Member which has opted to be a Price Contribution Participant in accordance with Article 2.2.0.5 shall remain responsible to LCH SA for the due performance of its obligations under Article 4.2.7.7 above and Section 5 of the Procedures.

EXHIBIT 5.1

CHAPTER 3 - EVENTS OF DEFAULT

Section 4.3.1 Events of Default

Article 4.3.1.1

Where any of the following events occurs and is continuing with respect to a Clearing Member, LCH SA shall, subject to Article 4.3.1.2, be entitled to determine that the relevant Event constitutes an Event of Default in respect of such Clearing Member:

- (i) that Clearing Member fails to perform its obligations in accordance with, or is in breach of, the CDS Clearing Documentation or the Pledge Agreement;
- (ii) that Clearing Member is declared to be in default by or is expelled from membership of another clearing house;
- (iii) that Clearing Member is suspended by, or expelled from membership of, any Competent Authority;
- (iv) that Clearing Member commits a Payment Failure;
- (v) that Clearing Member is subject to Insolvency Proceedings;
- (vi) that in LCH SA's opinion, that Clearing Member is likely to become subject to Insolvency Proceedings;
- (vii) that Clearing Member is subject to an event of default in connection with any other clearing service provided to the Clearing Member by LCH SA; and/or
- (viii) that in LCH SA's opinion, that Clearing Member is likely to commit a Payment Failure.

Article 4.3.1.2

Before LCH SA is entitled to determine that an Event constitutes an Event of Default, LCH SA must:

- (i) attempt to notify (and, in the circumstances set out in Article 4.3.1.1(i), (ii), (iii) and (vi), consult or attempt to consult with) the relevant Clearing Member regarding such Event, further to which LCH SA may (without prejudice to any other rights under this Section 4.3.1) agree a grace period within which the Clearing Member may remedy such Event or institute Disciplinary Proceedings in respect of the Clearing Member;
- (ii) ensure that a decision to determine that such Event is an Event of Default has been approved by the CEO of LCH SA or by appropriately senior personnel of LCH SA;

EXHIBIT 5.1

- (iii) where such Event is neither a Payment Failure nor Insolvency Proceedings occurring in respect of it, or in respect of any Parent, consider whether:
 - (a) failing to determine that such Event constitutes an Event of Default would materially adversely impact the ongoing financial soundness or the proper performance of the CDS Clearing Service, or impact the solvency of LCH SA; and
 - (b) determining that such Event constitutes an Event of Default would be proportionate in the given circumstances. In considering what constitutes "proportionate" action, LCH SA should have particular regard to whether another sanction could be imposed or alternative action taken by LCH SA in respect of the relevant Clearing Member pursuant to the CDS Clearing Documentation; and
- (iv) notify the relevant Competent Authorities of such Event, provided that any failure to do so shall not affect the validity and effectiveness of a Default Notice issued by LCH SA in accordance with Article 4.3.1.3.

Article 4.3.1.3

As soon as possible after LCH SA has determined that an Event should constitute an Event of Default in accordance with Article 4.3.1.2 or LCH SA has made an Automatic Early Termination Event Stipulation, it shall:

- (i) issue a Default Notice;
- (ii) in the event that the Defaulting Clearing Member is an FCM Clearing Member, confirm with the Defaulting Clearing Member the details of any FCM Clients who have instructed LCH SA to transfer, or terminate, close out and re-establish, their FCM Cleared Transactions to or with a BackUp Clearing Member in accordance with Regulation 4 of the FCM CDS Clearing Regulations and the CDS Default Management Process;
- (iii) publish a Clearing Notice on the Website specifying the name of the Defaulting Clearing Member; and
- (iv) notify the TIW and each Approved Trade Source System.

Section 4.3.2 Measures in case of an Event of Default

Article 4.3.2.1

Following a determination that a particular Event should constitute an Event of Default, LCH SA:

- (i) shall issue a Default Notice; and if the Defaulting Clearing Member is a CCM, at, or around the same time, request the Defaulting Clearing Member to transfer its Client Pledged Eligible Collateral, if any, to LCH SA in accordance with the CDS Admission Agreement and Section 3 of the Procedures; and

EXHIBIT 5.1

- (ii) may, in co-ordination with the relevant Competent Authority(ies), as the case may be, take any measure it deems necessary in order to contain its exposure and to mitigate overall market effects, whether or not these measures are set out in the CDS Clearing Documentation.

Article 4.3.2.2

LCH SA shall manage the impact of an Event of Default on Clearing Members and the CDS Clearing Service in accordance with the CDS Default Management Process and LCH SA, in taking any action pursuant to that process, shall consult with and consider guidance and advice from the CDS Default Management Group. The CDS Default Management Process and any procedures issued thereunder will be agreed by LCH SA in consultation with the CDS Default Management Committee.

Article 4.3.2.3

Following the declaration of an Event of Default or the making of an Automatic Early Termination Event Stipulation and the issuance of a Default Notice, subject to Article 4.3.2.5, LCH SA may take any of the following measures or any other measures that it deems necessary or useful in respect of the Defaulting Clearing Member, taking into account the Event which has occurred, the need to act promptly in the manner LCH SA thinks best to contain its exposure and the actions to be taken in accordance with the CDS Default Management Process:

- (i) in the case of a CCM, port some or all the Relevant Client Cleared Transactions and some or all of the Ported Collateral of the Defaulting Clearing Member to the appointed Backup Clearing Member in accordance with Clause 4.3 of the CDS Default Management Process and, in the case of an FCM, arrange for porting to take place in accordance with Regulation 4 of the FCM CDS Clearing Regulations and the CDS Default Management Process;
- (ii) terminate the Defaulting Clearing Member's membership of the CDS Clearing Service in accordance with Article 2.4.2.1, it being specified that such termination shall not affect the Delegation, which will remain in full force and effect.
- (iii) enter into and register any new Original Transaction in the name, or for the account, of the Defaulting Clearing Member;
- (iv) suspend the Defaulting Clearing Member's ability to submit any new Original Transactions for clearing by LCH SA or those Original Transactions that LCH SA does not consider as contributing to reducing the risks of the Defaulting Clearing Member;
- (v) impose an increased Margin Requirement in respect of any of the Margin Accounts of the Defaulting Clearing Member in order to secure the performance by the Defaulting Clearing Member of its obligations under the CDS Clearing Documentation;

EXHIBIT 5.1

- (vi) call for Collateral equal to the value of any shortfall in the Defaulting Clearing Member's Contribution, arising from the Event of Default, and the Additional Contribution Amount to be transferred to LCH SA;
- (vii) in the event that the Defaulting Clearing Member was a Matched Buyer for the purposes of Physical Settlement of a Cleared Transaction which was the subject of a Matched Pair, call for Collateral equal to the value of any claim by the corresponding Matched Seller under Sections 9.2(a), (b), (c)(i) or (c)(iv) of the 2003 ISDA Credit Derivatives Definitions, or Sections 11.2(a), (b), (c)(i) or (c)(iv) of the 2014 ISDA Credit Derivatives Definitions as applicable, in accordance with Section 6.18 of Part A, or Section 6.19 of Part B as applicable, of the CDS Clearing Supplement, to be transferred to LCH SA;
- (viii) declare any Cleared Transaction of the Defaulting Clearing Member, other than the Relevant Client Cleared Transactions which have been ported in accordance with Clause 4.3 of the CDS Default Management Process, to be terminated, declare one or more of the obligations of the Defaulting Clearing Member to be due and payable immediately, convert the delivery obligations of the Defaulting Clearing Member or LCH SA into payment obligations and/or set off all the reciprocal payment obligations of the Defaulting Clearing Member and LCH SA, so that these payment obligations will be deemed satisfied, in whole or in part, to the extent of the set-off;
- (ix) execute, for LCH SA's own account, hedging transactions including, without limitation, the purchase, exercise, sale or grant of Cleared Transactions;
- (x) compress and/or liquidate, in respect of each Client Trade Account, any Non-Ported Cleared Transactions, and in respect of the House Trade Account, House Cleared Transactions of the Defaulting Clearing Member (and any hedging transactions executed in accordance with Article 4.3.2.3(ix), in consultation with the CDS Default Management Group and in accordance with Regulation 4 of the FCM CDS Clearing Regulations (in the case of an FCM Clearing Member) and the CDS Default Management Process;
- (xi) obtain any advice, information or assistance from the Defaulting Clearing Member and/or any third party, as LCH SA may deem necessary for any matter arising out of or in connection with an Event of Default and at the expense of the Defaulting Clearing Member;
- (xii) liquidate the Collateral posted by the Defaulting Clearing Member in its House Collateral Account and in respect of any Non-Ported Cleared Transactions, to ensure the performance by the Defaulting Clearing Member of its obligations under the CDS Clearing Documentation;
- (xiii) liquidate the Collateral posted by the Defaulting Clearing Member that is a CCM in respect of any CCM Gross Omnibus Segregated Account Structure for which all of the Relevant Client Cleared Transactions are not transferred to a single Backup Clearing Member in accordance with the CDS Client Clearing Default Management Process;

EXHIBIT 5.1

- (xiv) liquidate the Available Client Collateral Buffer posted by the Defaulting Clearing Member, if any;
- (xv) liquidate the Collateral posted by the Defaulting Clearing Member that is an FCM Clearing Member in respect of its provision of the CDS Clearing Service to its FCM Clients in accordance with the FCM CDS Clearing Regulations to ensure the performance by the Defaulting Clearing Member of its obligations under the CDS Clearing Documentation;
- (xvi) act in lieu of the Defaulting Clearing Member for performing its payment and/or delivery obligations under Cleared Transactions;
- (xvii) impose upon the Defaulting Clearing Member a penalty for late delivery or payment, in the circumstances and at a rate set out by LCH SA;
- (xviii) claim from the Defaulting Clearing Member Damages incurred in relation to the occurrence of an Event of Default or the processing of the Event of Default in accordance with this Article 4.3.2.3 or the CDS Default Management Process; and/or
- (xix) enforce the security interest granted to LCH SA under, and in accordance with, the Pledge Agreement and/or, in the case of an FCM Clearing Member, Regulation 5 of the FCM CDS Clearing Regulations.

Notwithstanding the foregoing, where an Automatic Early Termination Event Stipulation has been made by LCH SA in respect of a Clearing Member, the Defaulting Clearing Member Termination Date shall arise immediately prior to the Insolvency Proceedings in respect of such Clearing Member without the need for any other or prior notice.

Article 4.3.2.4

Following the declaration of an Event of Default or the making of an Automatic Early Termination Event Stipulation and the issuance of a Default Notice, LCH SA shall return to the Defaulting Clearing Member, as applicable:

- (i) in the case of a CCM, any Collateral recorded as CCM Unallocated Client Collateral for the account of its Clients; or
- (ii) in the case of an FCM Clearing Member, any FCM Unallocated Client Excess Collateral.

Article 4.3.2.5

Other than in the circumstance set out in Article 4.3.2.6, LCH SA shall not enforce the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriation of the Defaulting Clearing Member's Pledged Eligible Collateral until such time as LCH SA has published a Clearing Notice, in accordance with Article 1.2.2.8, giving effect to the relevant provisions of the Pledge Agreement regarding enforcement through appropriation. For the avoidance of doubt, any proposed modification to the CDS Clearing Documentation proposed by

EXHIBIT 5.1

LCH SA, in connection with the issuance of a Clearing Notice contemplated by this Article 4.3.2.5, shall be made in accordance with Section 1.2.2.

Article 4.3.2.6

If the Defaulting Clearing Member is a CCM and:

- (i) the Defaulting Clearing Member fails to transfer the Client Pledged Eligible Collateral to LCH SA within such period as LCH SA has specified in its request pursuant to Article 4.3.2.1(i); and
- (ii) it has been determined that some or all of the Client Pledged Eligible Collateral is to be transferred to a Backup Clearing Member or, as the case may be, different Backup Clearing Members in accordance with Clause 4.3 of the CDS Default Management Process;

LCH SA shall enforce the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriation of the Defaulting Clearing Member's Client Pledged Eligible Collateral. Where only some of the Client Pledged Eligible Collateral is to be transferred to a Backup Clearing Member in accordance with Clause 4.3 of the CDS Default Management Process, LCH SA shall only appropriate the Client Pledged Eligible Collateral attributable to the CCM Individual Segregated Account Client(s) and their CCM Indirect Clients (if applicable), the CCM Net Omnibus Client Set(s) and/or the CCM Gross Omnibus Client Set(s) whose Relevant Client Cleared Transactions are to be transferred to a Backup Clearing Member.

Article 4.3.2.7

Where LCH SA elects to enforce the security interest granted to it under, and in accordance with, the Pledge Agreement, and/or in the case of an FCM Clearing Member in accordance with Regulation 5 of the FCM CDS Clearing Regulations LCH SA shall use all reasonable endeavours, taking into account prevailing market conditions, to realise the value of the Defaulting Clearing Member's Collateral as soon as is reasonably practicable and prior, wherever possible, to the commencement of Competitive Bidding pursuant to the CDS Default Management Process.

Article 4.3.2.8

Measures taken by LCH SA pursuant to Article 4.3.2.3 or the CDS Default Management Process following the declaration of an Event of Default and issuance of a Default Notice by LCH SA shall be notified by LCH SA to the Defaulting Clearing Member and as LCH SA may deem necessary to any appropriate third parties.

EXHIBIT 5.1

Section 4.3.3 Recourse following an Event of Default

Article 4.3.3.1

Any Damage incurred by LCH SA following, and in relation to, the declaration of an Event of Default shall be reduced or covered in descending priority:

- (i) by applying:
 - (a) in respect of the House Margin Account of the Defaulting Clearing Member:
 - (x) any Collateral recorded in the House Collateral Account, and in the case of a CCM, including any CCM Available Client Collateral Buffer (if any); and
 - (y) any collateral, transferred or granted by the Defaulting Clearing Member to LCH SA as margin cover in respect of a proprietary account, in connection with another clearing service(s) provided by LCH SA where LCH SA has declared the Defaulting Clearing Member to be in default and to the extent such collateral is not applied in the context of such other clearing service(s) in accordance with rules applicable to such other clearing service(s),

to reduce or cover any Damage attributable to the liquidation of the House Cleared Transactions;

- (b) in respect of any Client Margin Account comprising Non-Ported Cleared Transactions of the Defaulting Clearing Member:
 - (x) (I) in the case of a CCM, any Collateral recorded in the relevant CCM Client Collateral Account and, in the case of a CCM Client Margin Account of a CCM Gross Omnibus Sub-Account Structure, in an amount equivalent to the CCM Gross Omnibus Sub-Account Balance attributable to that CCM Client Margin Account; or (II) in the case of an FCM Clearing Member, the Legally Segregated Value recorded in the relevant FCM Client Financial Account;
 - (y) to the extent such Client Margin Account is a CCM Individual Segregated Client Margin Account, any collateral, transferred or granted by the Defaulting Clearing Member to LCH SA as margin cover in respect of a client account held for the benefit of the same CCM Individual Segregated Account Client, in connection with another clearing service(s) provided by LCH SA (to the extent such collateral is not applied in the context of such other clearing service(s) in accordance with the rules applicable to such other clearing service(s)); and
 - (z) any House Excess Collateral remaining following the application of Article 4.3.3.1(i)(a) and in the case of an FCM Clearing Member, any FCM

EXHIBIT 5.1

Allocated Client Collateral Buffer (but in no event any FCM Unallocated Client Excess Collateral),

to reduce or cover any Damage attributable to the liquidation of the relevant Non-Ported Cleared Transactions;

- (ii) by applying :
 - (a) any Collateral transferred or granted to LCH SA by the Defaulting Clearing Member as a Contribution or Additional Contribution Amount; and
 - (b) any collateral transferred or granted by the Defaulting Clearing Member to LCH SA as a contribution to the default fund, in connection with another clearing service(s) provided by LCH SA (to the extent such collateral is not applied in the context of such other clearing service(s) in accordance with the rules applicable to such other clearing service(s));
- (iii) by applying the LCH SA Contribution;
- (iv) by applying a percentage of the Collateral deposited by each Non Bidder as a Contribution equal to its Total Non Bidder Fraction pro rata each such Non Bidder's proportion of the resources available under this sub-paragraph (iv);
- (v) by applying *pro rata*:
 - (a) the Collateral deposited by each Non Bidder as a Contribution to the extent this has not been applied in accordance with sub-paragraph (iv) above; and
 - (b) any Collateral deposited by each other Clearing Member (other than Non Bidders) as a Contribution;
- (vi) by applying *pro rata* the Collateral deposited by each other Clearing Member as an Additional Contribution Amount (to the extent called, including where called from another Defaulting Clearing Member); and
- (vii) by following the Loss Distribution Process.

Where a Defaulting Clearing Member is a member of another clearing service(s) provided by LCH SA (such other service(s), together with the CDS Clearing Service, the “**LCH Businesses**”), the completion of the default management processes in respect of the LCH Businesses may occur at different times. LCH SA may be required to take action, including applying resources to reduce or cover Damage incurred by LCH SA in accordance with this Article 4.3.3.1, in order to manage the Event of Default at a time when: (x) the action which is taken is contingent on an outcome of the default management process in respect of another clearing service(s) provided by LCH SA, and (y) that outcome has not yet been reached.

In the interests of efficient resolution, LCH SA may, at such point, make assumptions about that outcome, and proceed with the relevant action on that basis. Where any such assumptions have

EXHIBIT 5.1

been made, LCH SA shall, on the completion of the default management processes in respect of all LCH Businesses, make such credits to the default funds relating to the LCH Businesses and such distributions to former Clearing Members as may be necessary to put the default funds and those firms which had contributed to such default funds at the time of the relevant default in the position that they would have been in if the correct outcomes had been used and the relevant assumptions had not been made.

In this Article 4.3.3.1, "applying" shall mean the use, by LCH SA, of the listed resources and the corresponding discharge of its obligations to return an equivalent amount of such resources to the Defaulting Clearing Member and/or Non-Defaulting Clearing Members (as applicable) in accordance with the CDS Clearing Documentation, whether such discharge is through the operation of set-off against LCH SA's rights against the Defaulting Clearing Member pursuant to Article 4.3.3.4, its rights pursuant to Article 4.4.3.2, or otherwise as set out in this CDS Clearing Documentation. In respect of sub-paragraph (iii), an application of the LCH SA Contribution means an amount that LCH SA shall bear for its own account up to the amount of the LCH SA Contribution.

For the avoidance of doubt, any Damage incurred by LCH SA following, and in relation to, the declaration of an Event of Default shall not be reduced or covered by the CDS Client Clearing Entitlement as determined in accordance with Clause 4.4.3 of the CDS Default Management Process.

Article 4.3.3.2

In relation to Article 4.3.3.1, where an Event of Default is declared in respect of a Clearing Member, (i) in the case of a CCM, any Collateral recorded in the relevant CCM Client Collateral Account and, in the case of a CCM Client Margin Account of a CCM Gross Omnibus Sub-Account Structure, in an amount equivalent to the CCM Gross Omnibus Sub-Account Balance attributable to that CCM Client Margin Account; or (ii) in the case of an FCM Clearing Member, the Legally Segregated Value recorded in the relevant FCM Client Financial Account, shall only be applied to cover Damage incurred by LCH SA attributable to the hedging or liquidation of the relevant Non-Ported Cleared Transactions and in the case of an FCM Clearing Member, in accordance with Regulation 6 of the FCM CDS Clearing Regulations.

Article 4.3.3.3

A Defaulting Clearing Member shall be liable for all Damage incurred by LCH SA, including any amounts payable by LCH SA in respect of the liquidation or hedging of its:

- (i) House Cleared Transactions; and/or
- (ii) Non-Ported Cleared Transactions;

which arise out of or in connection with an Event of Default or where an Automatic Early Termination Event Stipulation has been made by LCH SA, as applicable. The Defaulting Clearing Member shall immediately, and in any event no later than the close of business on the Business

EXHIBIT 5.1

Day following demand by LCH SA, make up any shortfall in its Contribution arising from the Event of Default. Any positive values arising from the liquidation of the Defaulting Clearing Member's House Cleared Transactions shall be for the account of the Defaulting Clearing Member and any positive values arising from the liquidation of the Defaulting Clearing Member's Non-Ported Cleared Transactions shall form part of the CDS Client Clearing Entitlement (subject to the determination of amounts due from the Defaulting Clearing Member to LCH SA pursuant to Article 4.3.3.4).

Article 4.3.3.4

Following: (a) porting of Relevant Client Cleared Transactions and any Ported Collateral; and (b) liquidation of all of: (i) the House Cleared Transactions of the Defaulting Clearing Member, and (ii) Non-Ported Cleared Transactions in accordance with the CDS Default Management Process, LCH SA shall determine whether any amount is due to or from the Defaulting Clearing Member, taking into account:

- (i) all costs and expenses for which the Defaulting Clearing Member is liable pursuant to the CDS Clearing Documentation;
- (ii) any liability that LCH SA has to make payments to a Matched Seller (where the Defaulting Clearing Member was a corresponding Matched Buyer in respect of Physical Settlement of Cleared Transactions) in respect of any claim under Sections 9.2(a), (b), (c)(i) or (c)(iv) of the 2003 ISDA Credit Derivatives Definitions, or Sections 11.2(a), (b), (c)(i) or (c)(iv) of the 2014 ISDA Credit Derivatives Definitions as applicable, in accordance with Section 6.18 of Part A, or Section 6.19 of Part B as applicable, of the CDS Clearing Supplement;
- (iii) any liability that LCH SA has to make payments to the Defaulting Clearing Member as a Matched Seller in respect of any claim by the Defaulting Clearing Member under Sections 9.2(a), (b), (c)(i) or (c)(iv) of the 2003 ISDA Credit Derivatives Definitions, or Sections 11.2(a), (b), (c)(i) or (c)(iv) of the 2014 ISDA Credit Derivatives Definitions as applicable, in accordance with Section 6.18 of Part A, or Section 6.19 of Part B as applicable, of the CDS Clearing Supplement; and
- (iv) the right of the Defaulting Clearing Member to a return or repayment of any Collateral and/or any other sums due to it pursuant to this CDS Clearing Rule Book and the CDS Clearing Documentation (including return to an FCM Clearing Member of any FCM Unallocated Client Excess Collateral or FCM Available Client Collateral Buffer).

This calculation will be undertaken separately in respect of the Defaulting Clearing Member's House Trade Account and each of its Client Trade Accounts and LCH SA shall notify the Defaulting Clearing Member of the amount(s) which LCH SA owes to the Defaulting Clearing Member or the amount(s) that the Defaulting Clearing Member owes to LCH SA, as the case may be. For the avoidance of doubt, where an amount is payable by LCH SA to the Defaulting Clearing Member in respect of its House Trade Account, the balance of the House Collateral Account shall not be applied to meet the shortfall(s) in the relevant Client Collateral Account(s), if any.

EXHIBIT 5.1

Any payments shall be due and payable on the Defaulting Clearing Member Termination Date.

In the event that LCH SA retains amounts to cover any liability arising in connection with Section 6.18 of Part A, or Section 6.19 of Part B as applicable, of the CDS Clearing Supplement, in accordance with sub-paragraph (ii) above, LCH SA shall notify the corresponding Matched Seller and shall pay such amounts to the Matched Seller as soon as possible following the Defaulting Clearing Member Termination Date.

Article 4.3.3.5

To the extent that:

- (i) the porting of the Relevant Client Cleared Transactions of the Defaulting Clearing Member, pursuant to the CDS Default Management Process;
- (ii) liquidation of the Defaulting Clearing Member's House Cleared Transactions, pursuant to the CDS Default Management Process; or
- (iii) liquidation of the Non-Ported Cleared Transactions, pursuant to the CDS Default Management Process;

requires new Cleared Transactions to be created in the TIW reflecting another Clearing Member as counterparty to the Cleared Transaction, LCH SA will have to submit these Cleared Transactions to DTCC in accordance with Article 3.1.10.2 (or Article 3.1.10.3, as the case may be), provided that LCH SA will submit any reports required under Part 45 of the CFTC Regulations and/or applicable SEC Regulations for SBS trade reporting in accordance with Section 5 of the Procedures.

EXHIBIT 5.1

CHAPTER 4 - CDS DEFAULT FUND

Section 4.4.1 Purpose of the CDS Default Fund and Relevant Calculations

Article 4.4.1.1

The CDS Default Fund is established for the CDS Clearing Service only and is a default fund solely for Cleared Transactions and separate from the default fund(s) for LCH SA's other clearing services. Contributions shall only be applied by LCH SA in accordance with Article 4.3.3.1 following its determination of an Event of Default with respect to a Clearing Member pursuant to Article 4.3.1.2 or the making of an Automatic Early Termination Event Stipulation and where the resources listed in Article 4.3.3.1 (i) and (ii) are insufficient to cover the losses incurred by LCH SA as a result of such Event of Default.

To the extent a Defaulting Clearing Member is a member of another clearing service(s) provided by LCH SA, the Contribution and the Additional Contribution Amount of such Defaulting Clearing Member may additionally be used in accordance with the rules applicable to such other clearing service(s), provided, and only to the extent, that the Defaulting Clearing Member's Contribution and its Additional Contribution Amount have not been exhausted through the application of resources pursuant to Article 4.3.3.1(ii)(a).

Where the balance of a Defaulting Clearing Member's Contribution and/or its Additional Contribution Amount is used, in accordance with the rules applicable to another clearing service(s) provided by LCH SA, such use shall give rise to a corresponding discharge of LCH SA's obligations (whether through the operation of set off pursuant to Article 4.3.3.4 or otherwise pursuant to the CDS Clearing Documentation) to return an equivalent amount of such resources to the Defaulting Clearing Member in accordance with the CDS Clearing Documentation

Article 4.4.1.2

The funded portion of the CDS Default Fund shall be equal to the sum of the theoretical losses caused by an Event of Default occurring in respect of the Clearing Members that are responsible for the two highest daily Member Uncovered Risks over the last sixty Clearing Days plus a buffer equal to 10 percent (i.e. the Combined Unmargined Risk), calculated in accordance with Section 6 of the Procedures or such other methodology as may be determined by LCH SA after consultation with the Risk Committee.

Notwithstanding the above, the funded portion of the CDS Default Fund may be capped at a specific amount, as set out in Section 6 of the Procedures, and shall not be less than the floor amount established in Section 6 of the Procedures. The method for calculating the Combined Unmargined Risk is set forth in Section 6 of the Procedures.

EXHIBIT 5.1

Article 4.4.1.3

Subject to Section 6 of the Procedures, a Clearing Member's Contribution shall be equal to the greater of:

- (i) such Clearing Member's proportionate share of the CDS Default Fund Amount, each Clearing Member's proportionate share being based on its Initial Margin(s) calculated in respect of that Clearing Member's Account Structure over the last sixty Clearing Days; and
- (ii) a minimum contribution of EUR10,000,000.

Further detail regarding the method for calculating each Clearing Member's Contribution is set out in Section 6 of the Procedures.

For each Clearing Member where the initial calculation of its Contribution yields an amount greater than the minimum contribution amount set out in sub-paragraph (ii) above, LCH SA shall recalculate the Contribution Requirement of such Clearing Member such that each Clearing Member's Contribution Requirement is a proportionate share of the CDS Default Fund Calculation Amount.

Article 4.4.1.4

Each Clearing Member has an unconditional obligation during any CDS Post-Default Period to pay a single Additional Contribution Amount to the CDS Default Fund if required to do so by LCH SA, calculated as of the date LCH SA makes a call on the CDS Default Fund in accordance with Section 6 of the Procedures. Each Clearing Member will pay such Additional Contribution Amount by such time specified in Section 6 of the Procedures. The Additional Contribution Amount may be called by LCH SA during any CDS Post-Default Period in one or more drawdowns, subject that the aggregate amount paid by a Clearing Member shall not exceed that Clearing Member's Additional Contribution Amount during such CDS Post-Default Period.

Article 4.4.1.5

LCH SA shall calculate the CDS Default Fund Amount and each Clearing Member's Contribution Requirement on:

- (i) the fourth Business Day of each month; and
- (ii) any Business Day should the largest two losses on that day described in Article 4.4.1.2 above change by more than 5% from the calculation date,

in each case other than during a CDS Post-Default Period.

EXHIBIT 5.1

Article 4.4.1.6

LCH SA shall also recalculate the CDS Default Fund Amount and each Clearing Member's Contribution Requirement on the first Business Day following either:

- (i) the final calendar day of a CDS Post-Default Period; or
- (ii) a Clearing Member Termination Date which is other than in a CDS Post-Default Period.

Article 4.4.1.7

Following any recalculation of the CDS Default Fund Amount, LCH SA shall, within one Business Day, provide a notice to each Clearing Member detailing its revised Contribution Requirement. The notice shall specify the amount of any Contribution Shortfall or any Contribution Excess that is to be returned. Where there is a Contribution Shortfall, a Clearing Member shall transfer to LCH SA additional Cash Collateral within two Business Days after delivery of such notice so that the Contribution Balance has a value at least equal to the revised Contribution Requirement. Where there is a Contribution Excess, the Clearing Member may request that a return of Cash Collateral be made by LCH SA, in which case LCH SA shall return such Cash Collateral according to the conditions and timetable set forth in Section 6 of the Procedures.

Article 4.4.1.8

If a Clearing Member is subject to a material change in its business such that the Clearing Member's Member Uncovered Risk is increased by 10% or more in accordance with Section 4.2.1 LCH SA may recalculate the Contribution Requirement of such Clearing Member. In such circumstances, LCH SA may calculate the CDS Default Fund Amount and that Clearing Member's Contribution Requirement on the day such Clearing Member's Member Uncovered Risk is increased and, if the Clearing Member's Contribution Requirement has increased since the last calculation performed by LCH SA, LCH SA may notify such Clearing Member of its increased Contribution Requirement, and the Clearing Member shall transfer to LCH SA additional Collateral within two Business Days after delivery of such notice so that the Contribution Requirement is at least met.

Nothing in the foregoing shall permit LCH SA to increase the Contribution Requirement of a Clearing Member whose aggregate amount of Initial Margin(s) calculated in respect of that Clearing Member's Account Structure has not increased .

Article 4.4.1.9

If, during a CDS Post-Default Period, LCH SA determines that an increased Contribution Requirement is required pursuant to Article 4.4.1.8, the Clearing Member may elect to treat LCH SA's notification of an increased Contribution Requirement and Contribution Shortfall as notice of an increased House Margin Requirement and a House Margin Shortfall. In such case, the Clearing Member shall transfer to LCH SA Collateral equal to the value of the House Margin Shortfall for the remainder of the CDS Post-Default Period, subject that, on the first Business Day following the

EXHIBIT 5.1

end of the CDS Post-Default Period, such Collateral shall be separately recorded as having been transferred to LCH SA to satisfy its increased Contribution Requirement.

For the avoidance of doubt:

- (i) if the Clearing Member elects to transfer Collateral equal to the value of the Margin Shortfall, such Collateral shall only be available to cover losses incurred by LCH SA, as provided in the CDS Clearing Rules, following the occurrence of an Event of Default in respect of such Clearing Member and there shall be no effect on such Clearing Member's Contribution during the CDS Post-Default Period; and
- (ii) the Clearing Member's Contribution Requirement shall be recalculated on the first Business Day following the final calendar day of the CDS Post-Default Period, as described in Article 4.4.1.6.

Article 4.4.1.10

Following delivery of a notice by LCH SA in accordance with Article 4.4.1.7 or Article 4.4.1.8, the Additional Contribution Amount shall be revised to be an unfunded amount equal to the amount of such Clearing Member's increased Contribution Requirement, regardless of whether such Clearing Member has elected to transfer to LCH SA Collateral equal to the value of the Margin Shortfall until the end of the CDS Post-Default Period, pursuant to Article 4.4.1.8.

Article 4.4.1.11

In the event that the board of directors of LCH SA makes one or more changes to the methodology for calculating the CDS Default Fund that collectively result in the CDS Default Fund Amount increasing by 20% or more in a period of not more than 30 calendar days, such changes to the methodology shall collectively be effective on the earlier of:

- (i) the 20th Business Day following the date LCH SA delivers notice of such changes to the Clearing Members; and
- (ii) if such changes are due to Applicable Law and a shorter period is necessary to comply with such Applicable Law, the date reasonably determined by LCH SA in consultation with the Risk Committee (which shall be no less than two Clearing Days following delivery of notice of such changes to the Clearing Members).

Clearing Members shall transfer to LCH SA any Collateral equal to the value of the Contribution Shortfall on or prior to the date such changes are effective.

Article 4.4.1.12

Upon receipt of notice, pursuant to Article 4.4.1.11, a Clearing Member may deliver a Membership Termination Notice to LCH SA in accordance with Article 2.4.2.2(ii).

In the event such Membership Termination Notice is delivered to LCH SA prior to the effectiveness of the changes to the methodology for calculating the CDS Default Fund, as

EXHIBIT 5.1

determined in accordance with Article 4.4.1.11, the Clearing Member's Contribution Requirement shall remain at the level determined prior to when the changes to the methodology were made for the duration of the Membership Termination Notice Period. If, however, the Clearing Member Termination Date does not arise within 25 Business Days following the date on which such Clearing Member delivered its Membership Termination Notice or the Membership Termination Notice is withdrawn pursuant to Article 2.4.2.5, then such Clearing Member will be required to satisfy its Contribution Requirement in full, calculated based on the then-current methodology.

Article 4.4.1.13

For the avoidance of doubt, nothing in Article 4.4.1.11 or Article 4.4.1.12 shall apply to any increase to the CDS Default Fund resulting from periodic calculations of the CDS Default Fund, pursuant to Article 4.4.1.5 or Article 4.4.1.6, or any increase in a Clearing Member's Contribution pursuant to Article 4.4.1.7 or Article 4.4.1.8, or increase in a Clearing Member's Additional Contribution Amount, pursuant to Article 4.4.1.9.

Section 4.4.2 Contribution to the CDS Default Fund

Article 4.4.2.1

A Clearing Member is obliged to make its Contribution by transferring Cash Collateral to LCH SA. A Clearing Member must make its Contribution in accordance with Section 6 of the Procedures.

Article 4.4.2.2

A Clearing Member's initial Contribution to the CDS Default Fund shall be made on the later of:

- (i) the Business Day on or immediately following the calendar day on which the CDS Admission Agreement is executed by LCH SA and the Clearing Member; and
- (ii) the Business Day preceding the day of the submission by a Clearing Member of its first Original Transaction.

Article 4.4.2.3

The list of Eligible Currencies is set out in Section 6 of the Procedures. LCH SA may notify Clearing Members of any change to what constitutes Eligible Currencies by publication of a Clearing Notice.

Article 4.4.2.4

On the specific written request of a Clearing Member, LCH SA shall ensure that the Risk Committee is consulted on the acceptance of any type of currency as Eligible Collateral where Applicable Law permits a clearing house to accept such currency. If Applicable Law no longer permits any currency, to be accepted by a clearing house, LCH SA shall amend the list of Eligible Currencies in accordance with Article 1.2.2.4(ii)(a).

EXHIBIT 5.1

The Collateral transferred to LCH SA for the purposes of a Clearing Member's Contribution Requirement shall be held by LCH SA and segregated from any Collateral recorded in a Collateral Account of such Clearing Member.

Section 4.4.3 Application of the CDS Default Fund, Replenishment and Multiple Defaults

Article 4.4.3.1

Clearing Members' Contributions may be applied by LCH SA, pursuant to Article 4.3.3.1 and Article 4.3.3.2, in order to mitigate any Damage to LCH SA arising out of or in connection with an Event of Default. If LCH SA declares an Event of Default in respect of more than one Clearing Member simultaneously or in close sequence, LCH SA may, if it so chooses, manage each Event of Default separately under TITLE IV, CHAPTER 3 and TITLE IV, CHAPTER 4 to the extent permitted under Applicable Law.

Article 4.4.3.2

In the event the CDS Default Fund is applied by LCH SA pursuant to Article 4.3.3.1, each Clearing Member's Contribution or Additional Contribution Amount, as applicable, shall be applied in the order set out in Article 4.3.3.1, and in respect of each sub-paragraph, as set out in the relevant sub-paragraph of Article 4.3.3.1, on a *pro rata* basis by reference to the ratio such Clearing Member's Contribution bears to the aggregate CDS Default Fund.

Where LCH SA does so apply a Clearing Member's Contribution or Additional Contribution Amount pursuant to sub-paragraphs (ii), (iv), (v) or (vi) of Article 4.3.3.1, its obligation to redeliver any Collateral reflecting such Clearing Member's Contribution or Additional Contribution Amount shall be reduced on the value of the amount so applied and such action will constitute a full and final discharge of LCH SA's obligation to return the relevant amount of such Collateral.

Article 4.4.3.3

Upon the occurrence of an Event of Default with respect to a Clearing Member, a CDS Post-Default Period shall commence and shall last for the period from and including the issuance of the Default Notice to and including the day 25 Business Days thereafter. If any Default Notice is issued by LCH SA at any point during a CDS Post-Default Period, the end of the relevant CDS Post-Default Period shall be extended to the 25th Business Day following the issuance of the last Default Notice issued during such period (as may be extended pursuant to this Article 4.4.3.3).

Article 4.4.3.4

During a CDS Post-Default Period, regardless of the number of Default Notices that are issued by LCH SA, LCH SA shall not be permitted to require a Clearing Member to transfer Collateral to LCH SA to meet any Contribution Requirement (including, for the avoidance of doubt, owing to any recalculation of the size of the CDS Default Fund or the Clearing Member's proportionate share of the CDS Default Fund or a replenishment of the Clearing Member's Contribution) other than to

EXHIBIT 5.1

the extent that such Clearing Member is requested to pay its Additional Contribution Amount, calculated in accordance with Article 4.4.1.4, subject to amendments pursuant to Article 4.4.1.9, as the case may be.

Article 4.4.3.5

Following the expiration of a CDS Post-Default Period, LCH SA shall notify each Clearing Member of the amount of its Contribution and Additional Contribution Amount, as may be revised pursuant to Article 4.4.1.5. Prior to the expiration of a CDS Post-Default Period, and where the resources referred to in Article 4.3.3.1 (vi) have been applied to reduce the Damage referred to in Article 4.3.3.1, LCH SA may agree with some or all Clearing Members that such Clearing Members shall contribute additional funds to the CDS Default Fund prior to the expiration of the CDS Post-Default Period.

For the avoidance of doubt, nothing in this Article 4.4.3.5 shall oblige a Clearing Member to contribute additional funds prior to the expiration of the CDS Post-Default Period.

Article 4.4.3.6

The LCH SA Contribution shall be deposited with an EEA Credit Institution or the Banque de France and shall only be applied pursuant to the waterfall process as described in the CDS Clearing Documentation. In the event it becomes necessary to apply all or part of the LCH SA Contribution pursuant to Article 4.3.3.1 (iii) LCH SA shall be required to restore its LCH SA Contribution to an amount of Euro 20 million within one Business Day following the final calendar day of the expiration of the related CDS Post-Default Period.

The LCH SA Contribution shall be limited to an aggregate maximum of Euro 20 million during a CDS Post-Default Period regardless of the number of Default Notices that are issued during such CDS Post-Default Period.

Article 4.4.3.7

LCH SA will promptly report to each Clearing Member, and account for, any withdrawals made from the CDS Default Fund.

Article 4.4.3.8

If the CDS Default Fund has been applied by LCH SA in accordance with Article 4.3.3.1, LCH SA shall reimburse the Clearing Members (irrespective of whether they remain Clearing Members at the time of the recovery) and LCH SA in reverse order of the resources listed at Article 4.3.3.1 as applied and, in relation to the Contributions and/or Additional Contribution Amounts of Clearing Members in proportion to each Clearing Member's Contribution and/or Additional Contribution Amount so applied, in respect of:

- (i) any amounts received from the Defaulting Clearing Member as a result of LCH SA being a creditor of the Defaulting Clearing Member in the context of Insolvency Proceedings or otherwise, other than in respect of sums due to LCH SA; or

EXHIBIT 5.1

- (ii) any other amounts howsoever obtained or recovered in the course of LCH SA's operation of the CDS Default Management Process or which are otherwise referable to the Defaulting Clearing Member,

in each case net of any related expenses incurred by LCH SA or other sums owing to LCH SA by the Defaulting Clearing Member in connection with the CDS Clearing Service. For the avoidance of doubt, nothing in this Article 4.4.3.8 shall oblige LCH SA to pursue any litigation or other action in order to recover the amounts contemplated above and if another default fund of LCH SA has also been applied as a result of the Defaulting Clearing Member's default, any amounts recovered shall be applied *pari passu* as between the relevant default funds.

EXHIBIT 5.1

TITLE V

CDS CCM CLIENT CLEARING SERVICES

EXHIBIT 5.1

CHAPTER 1 - GENERAL PROVISIONS

Section 5.1.1 Provision of CDS Client Clearing Services

Article 5.1.1.1

Any CCM may offer CDS Client Clearing Services to a CCM Client after obtaining confirmation from LCH SA it has duly filed and submitted all the documentation and information required pursuant to Section 1 of the Procedures. Pursuant to EMIR, an Affiliate of a CCM shall be treated as a CCM Client.

Article 5.1.1.2

CDS Client Clearing Services may be provided by a CCM to its CCM Clients on whatever terms the CCM decides should apply provided, however, that:

- (i) if that CCM is a Select Member, it shall not provide CDS Client Clearing Services to any CCM Client;
- (ii) each CCM shall, before providing CDS Client Clearing Services to any client, ensure that it has entered into a CDS Client Clearing Agreement pursuant to which the CCM Client agrees, among others, to be bound by the Mandatory Client Clearing Provisions;
- (iii) Client Cleared Transactions, Collateral provided by a CCM to LCH SA in respect of Client Cleared Transactions and CCM Client Excess Collateral if any, shall always be separately identified by the CCM to LCH SA, in accordance with Section 3 of the Procedures;
- (iv) each CCM shall be obliged to provide LCH SA with any information that LCH SA may reasonably require in relation to the CDS Client Clearing Services provided by that CCM to its CCM Clients;
- (v) a Non-U.S. CCM shall not provide CDS Client Clearing Services to any U.S. CCM Client with respect to an Original Transaction that is an SBS, as set out in Section 4 of the Procedures, and a U.S. CCM shall not provide CDS Client Clearing Services to any CCM Client with respect to an Original Transaction that is an SBS, as set out in Section 4 of the Procedures; and
- (vi) a CCM shall not provide CDS Client Clearing Services to any U.S. CCM Client (other than a U.S. CCM Client that is an Affiliate of the CCM) with respect to an Original Transaction that is not an SBS, unless the CCM:
 - (a) is registered with the CFTC as an FCM; and
 - (b) has provided LCH SA with an opinion of counsel confirming that the provision of CDS CCM Client Clearing Services to any U.S. CCM Client would not be contrary to Applicable Law, in form and content acceptable to LCH SA.

EXHIBIT 5.1

Article 5.1.1.3

The following provisions shall constitute the Mandatory Client Clearing Provisions:

- (i) the receipt of CDS Clearing Services from the CCM, which result in the registration of Client Cleared Transactions within such CCM's CCM Client Trade Account(s), will be governed by the applicable provisions of the CDS Clearing Documentation and the CDS Client Clearing Agreement;
- (ii) upon LCH SA's registration of Client Cleared Transactions within the CCM Client Account Structure of the relevant CCM (whether following a novation pursuant to Title III, Chapter 1, transfer of Client Cleared Transactions pursuant to Title V, Chapter 3 or porting of Relevant Client Cleared Transactions pursuant to the CDS Client Clearing DMP):
 - (a) a client transaction having the same economic terms as the Client Cleared Transaction will be deemed to arise under the CDS Client Clearing Agreement (a "Deemed Client Transaction") whereby: (x) if the CCM is a CDS Seller or an Index Swaption Seller under a Client Cleared Transaction, such CCM shall be a CDS buyer or an Index Swaption buyer, as applicable, and the CCM Client shall be the CDS seller or Index Swaption seller, as applicable, under the Deemed Client Transaction; and (y) if the CCM is a CDS Buyer or an Index Swaption Buyer under a Client Cleared Transaction, such CCM shall be the CDS seller or Index Swaption seller, as applicable, and the CCM Client shall be the CDS buyer or Index Swaption buyer, as applicable, under the Deemed Client Transaction, and in each case such that the CCM Client will remain in the same economic position as it had in relation to the original transaction that it entered into; and
 - (b) where the Receiving Clearing Member receives Client Assets or the Backup Clearing Member receives Ported Collateral in connection with the registration of such Client Cleared Transaction, the CCM Client shall be deemed to have provided equivalent collateral in relation to the corresponding Deemed Client Transaction in such form as is agreed between the CCM and the CCM Client;
- (iii) upon the transfer of a Client Cleared Transaction to a Receiving Clearing Member in accordance with Title V, Chapter 3, the corresponding Deemed Client Transaction shall:
 - (a) be terminated for zero value; and
 - (b) in the event that Client Assets are transferred at or around the same time, in accordance with the CDS Clearing Rules, to the Receiving Clearing Member, the collateral relating to the terminated Deemed Client Transaction shall be deemed to have been returned to the CCM Client;

EXHIBIT 5.1

- (iv) upon the porting of a Relevant Client Cleared Transaction to a Backup Clearing Member in accordance with the CDS Client Clearing DMP, the corresponding Deemed Client Transaction shall:
 - (a) be terminated at the same value as the value given to the Client Cleared Transaction ported from the CCM Client Account Structure of the Defaulting Clearing Member; and
 - (b) in the event that Ported Collateral is transferred at or around the same time, in accordance with the CDS Clearing Rules, to the Backup Clearing Member, the collateral relating to the terminated Deemed Client Transaction shall be deemed to have been returned to the CCM Client;
- (v) where a Client Cleared Transaction is liquidated in accordance with the CDS Client Clearing DMP, the corresponding Deemed Client Transaction shall be simultaneously terminated and valued using the methodology set out in the CDS Client Clearing DMP;
- (vi) the CCM Client irrevocably consents to the benefit of the Delegation by which, under the CDS Admission Agreement, the CCM has delegated to LCH SA the obligation to pay to the CCM Client an amount equal to the CDS Client Clearing Entitlement, calculated in respect of each such CCM Client, if any. The Delegation is a *délégation imparfaite* governed by articles [12751336](#) *et seq.* of the French Civil Code and the CDS Clearing Documentation. Accordingly, the CCM Client irrevocably acknowledges that, upon LCH SA's payment to the CCM Client under the Delegation, the CCM is discharged pro tanto from paying to the Client an amount equal to the CDS Client Clearing Entitlement automatically without further notice;
- (vii) the Client undertakes to return to the CCM any amounts received from LCH SA pursuant to the Delegation where such amounts exceed the amount which is due from the CCM to the CCM Client in relation to the clearing of CDS [and/or Index Swaptions, as applicable](#), through the CDS Clearing Service in accordance with the CDS Client Clearing Agreement;
- (viii) following an LCH Default, each Deemed Client Transaction shall be valued using the methodology set out in Articles 1.3.1.4 to 1.3.1.6 and closed out simultaneously with the corresponding Client Cleared Transaction;
- (ix) where compression of Client Cleared Transactions is undertaken by LCH SA in accordance with Title III, Chapter 3, equivalent compression of the associated Deemed Client Transactions will be undertaken by the CCM;
- (x) LCH SA is authorised to make disclosure of information in accordance with the applicable provisions of the CDS Clearing Documentation;
- (xi) the CCM Client represents that it shall comply at all times with the CDS Clearing Documentation as it applies to the CCM Client and shall not act so as to cause, whether directly or indirectly, a breach of the CDS Clearing Documentation;

EXHIBIT 5.1

- (xii) save in the context of the Delegation and its right to receive an amount equal to the CDS Client Clearing Entitlement, the CCM Client has no contractual nexus with LCH SA and is not deemed to be party to, or participant in, the CDS Clearing Documentation;
- (xiii) LCH SA will:
 - (a) rely on the latest documentation and information received by LCH SA from the CCM, in accordance with Title 2, Chapter 2 and Section 1 of the Procedures, for the purpose of the payment of the relevant CDS Client Clearing Entitlement to the Client; and
 - (b) have no liability provided it has relied on such latest documentation and information;
- (xiv) where Collateral is transferred by the CCM in satisfaction of the applicable CCM Client Margin Requirement, the CCM Client shall not be entitled to assert any claim to the Collateral in circumstances where the assertion of such a claim would delay or inhibit the disposal of such Collateral by LCH SA and/or the application of the proceeds of sale of such Collateral in accordance with the provisions of the CDS Clearing Documentation and Applicable Law;
- (xv) LCH SA deals only with the CCM and the CCM Client shall have no right or authority to deal directly with LCH SA or to request any information from LCH SA save as otherwise provided by the CDS Clearing Documentation or any Applicable Law;
- (xvi) the Client shall answer, and authorises the CCM to answer, inquiries made by LCH SA concerning the CDS Client Clearing Services pursuant to Articles L. 440-10 and L. 511-33 of the French Monetary and Financial Code;
- (xvii) to the extent the Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) are provided to the CCM Client, the Client shall:
 - (a) use such Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) internally and solely in connection with its clearing functions; and
 - (b) only be permitted to provide the Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) to an affiliate or a client of its own if: (1) it does so at no cost; (2) the Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) are provided for the affiliate or client to use internally and solely in connection with their respective clearing functions; and (3) the Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) are identifiable as such;

For the avoidance of doubt, “clearing functions” shall mean the validation of the CCM Client's Margin Requirement (or any margin requirement applicable to the CCM Client's affiliate or client) and the calculation and valuation of the CCM Client's Open Positions (or

EXHIBIT 5.1

the net open positions of the CCM Client's affiliate or client) for the purposes of its own internal books and records;

- (xviii) the CCM Client agrees to indemnify and hold the CCM and/or LCH SA harmless from and against any and all loss, liability, damage, cost, penalty, fine, tax or expense (including, without limitation, reasonable attorney's fees, costs of collection, and any reasonable cost incurred in successfully defending against any claim) incurred by the CCM and/or LCH SA in connection with the indirect clearing arrangement referred to in Article 5.1.3.1 below and/or in connection with the provisions of the CDS Clearing Documentation applicable to indirect clearing and in particular Article 5.1.3.1, Article 5.4.1.1, Article 5.4.1.2 and Article 5.4.1.3 below; and
- (xix) in respect of CCMs intending to allow their CCM Individual Segregated Account Clients to provide indirect clearing services to their own clients in relation to the CDS Clearing Service:
 - (a) if the CCM Client intends to provide indirect clearing services to its own clients in relation to the CDS Clearing Service, it shall, before providing such indirect clearing services, ensure that the indirect clearing arrangement it intends to enter into with its own clients (x) is legally enforceable; and (y) contains, among others, the Mandatory Indirect Client Clearing Provisions set out in Article 5.1.3.2; and
 - (b) where a CCM Client has CCM Indirect Clients, the CCM Client:
 - (x) must promptly put into effect any requirement imposed upon it by LCH SA or the CCM in relation to the indirect clearing arrangements in place with the CCM Indirect Clients; and
 - (y) must make all information reasonably requested by the CCM (as a result of a request made by LCH SA to the CCM) available to the CCM upon demand.

Section 5.1.2 CDS Client Clearing DMP and Delegation

Article 5.1.2.1

Clause 4 of the CDS Client Clearing DMP sets out the process for: (i) porting Relevant Client Cleared Transactions and Ported Collateral; and/or (ii) liquidating Non-Ported Cleared Transactions and calculating the CDS Client Clearing Entitlement for each Client, of a Defaulting Clearing Member.

Article 5.1.2.2

Each CCM has irrevocably delegated LCH SA, in favour of each of its CCM Clients, in the payment to each of its CCM Clients of an amount equal to the CDS Client Clearing Entitlement calculated in respect of each of its CCM Clients, if any. The Delegation is a *délégation imparfaite* governed by

EXHIBIT 5.1

articles [42751336](#) *et seq.* of the French Civil Code and the CDS Clearing Documentation. Accordingly, the CCM irrevocably acknowledges that:

- (i) it has directed LCH SA to pay to each of its CCM Clients, an amount equal to the relevant CDS Client Clearing Entitlement, if positive; and
- (ii) upon LCH SA paying the amount due in accordance with the Delegation to each CCM Client of the CCM, LCH SA shall irrevocably be discharged pro tanto from paying an amount equal to the relevant CDS Client Clearing Entitlement to the CCM automatically without further notice;

For the avoidance of doubt, this Delegation shall not restrict or otherwise prejudice the entitlement of the CCM to any Collateral in relation to its CCM House Margin Account save as expressly provided above.

Section 5.1.3 Indirect clearing

Article 5.1.3.1

A CCM which intends to allow its CCM Individual Segregated Account Clients to provide indirect clearing services to their own clients in relation to the CDS Clearing Service shall first:

- (i) put in place appropriate procedures to ensure that the contractual terms of the indirect clearing arrangement intended to be entered into with its CCM Individual Segregated Account Clients which intend to provide indirect clearing services to its own clients (x) are legally enforceable in the relevant jurisdictions, (y) comply with the requirements of EMIR and (z) are consistent with the terms of the CDS Clearing Documentation; and
- (ii) request LCH SA (as set out in Section 1 of the Procedures) to open a single CCM Indirect Client Segregated Account Structure in respect of all the CCM Indirect Clients of any particular CCM Individual Segregated Account Client who intends to receive indirect clearing services in respect of the CDS Clearing Service.

LCH SA shall not incur any liability in connection with any indirect clearing arrangement entered into between a CCM Individual Segregated Account Client and a CCM Indirect Client.

Article 5.1.3.2

The following provisions shall constitute the Mandatory Indirect Client Clearing Provisions:

- (i) the CCM Indirect Client warrants that it understands, acknowledges and agrees to all rights and obligations relevant to the provision of CDS Clearing Services with respect to CCM Indirect Clients, under the CDS Clearing Rules;
- (ii) the CCM Indirect Client shall make all information reasonably requested by its CCM Individual Segregated Account Client (as a result of a request made by LCH SA to the CCM of such CCM Individual Segregated Account Client) available to its CCM Individual Segregated Account Client upon demand;

EXHIBIT 5.1

- (iii) the CCM Indirect Client acknowledges that LCH SA is authorised to make disclosure of information in accordance with the applicable provisions of the CDS Clearing Documentation;
- (iv) the CCM Indirect Client represents that it shall comply at all times with the CDS Clearing Documentation as it applies to the CCM Indirect Client and shall not act so as to cause, whether directly or indirectly, a breach of the CDS Clearing Documentation;
- (v) the CCM Indirect Client has no contractual nexus with LCH SA and is not deemed to be party to, or participant in, the CDS Clearing Documentation;
- (vi) where Collateral is transferred by the CCM in satisfaction of the applicable CCM Client Margin Requirement, the CCM Indirect Client shall not be entitled to assert any claim to the Collateral in circumstances where the assertion of such a claim would delay or inhibit the disposal of such Collateral by LCH SA and/or the application of the proceeds of sale of such Collateral in accordance with the provisions of the CDS Clearing Documentation and Applicable Law; and
- (vii) LCH SA deals only with the CCM and the CCM Indirect Client shall have no right or authority to deal directly with LCH SA (and as a result LCH SA shall not incur any liability whatsoever towards the CCM Indirect Client) or to request any information from LCH SA save as otherwise expressly provided for by the CDS Clearing Documentation or by any Applicable Law.

EXHIBIT 5.1

CHAPTER 2 - CCM CLIENT ACCOUNT STRUCTURE

Section 5.2.1 General Provisions

Article 5.2.1.1

A CCM is permitted to offer each of its clients the choice between the following categories of CCM Client Account Structures:

- (i) a CCM Individual Segregated Account Structure;
- (ii) a CCM Net Omnibus Segregated Account Structure; and
- (iii) a CCM Gross Omnibus Segregated Account Structure.

For the avoidance of doubt, a single CCM Client is not permitted to be allocated, at the same time, to (i) more than one CCM Client Account Structure of the same CCM and (ii) within a CCM Gross Omnibus Segregated Account Structure, more than one CCM Gross Omnibus Sub-Account Structure.

Article 5.2.1.2

A CCM may have as many CCM Client Account Structures as it requires.

Within a CCM Gross Omnibus Segregated Account Structure, a CCM may have as many CCM Gross Omnibus Multi Sub-Account Structures and as many CCM Gross Omnibus Single Sub-Account Structures as it requires.

Article 5.2.1.3

Each CCM Net Omnibus Segregated Account Client must be allocated to one CCM Client Trade Account, one CCM Client Margin Account and one CCM Client Collateral Account.

Each CCM Gross Omnibus Segregated Account Client must be allocated to a CCM Gross Omnibus Sub-Account Structure.

Each CCM Individual Segregated Account Client must be allocated to one CCM Direct Client Segregated Account Structure and, if such CCM Individual Segregated Account Client provides clearing services to CCM Indirect Clients, it must also be allocated to a CCM Indirect Client Segregated Account Structure.

Article 5.2.1.4

Subject to Article 5.2.1.1 above, a CCM Client of a CCM may request to be allocated to:

- (i) another category of CCM Client Account Structure referred to in Article 5.2.1.1 above; or
- (ii) as the case may be, another CCM Gross Omnibus Sub-Account Structure,

of that CCM provided, however, that at the time of election, the relevant CCM is not a Defaulting Clearing Member.

EXHIBIT 5.1

Article 5.2.1.5

Where such an election is made, the relevant CCM must notify LCH SA of such election and LCH SA shall reflect it in its books and records as soon as reasonably practicable following receipt of such notification.

Section 5.2.2 CCM Client Trade Accounts

Article 5.2.2.1

LCH SA shall open one CCM Client Trade Account:

- (i) for each CCM Omnibus Segregated Account Client;
- (ii) in the CCM Direct Client Segregated Account Structure of each CCM Individual Segregated Account Client; and
- (iii) in the CCM Indirect Client Segregated Account Structure of each CCM Individual Segregated Account Client which provides clearing services to CCM Indirect Clients.

Article 5.2.2.2

Registration of CCM Cleared Transactions in a CCM Client Trade Account shall initially be made by LCH SA on the basis of the Transaction Data with respect to the relevant Original Transaction and amended to reflect any compression of CCM Cleared Transactions pursuant TITLE III, Chapter 3.

Section 5.2.3 CCM Client Margin Accounts

Article 5.2.3.1

LCH SA shall open:

- (i) one CCM Individual Segregated Client Margin Account in the CCM Direct Client Segregated Account Structure of each CCM Individual Segregated Account Client for the purposes of risk calculation, as described in Title IV, to reflect the Open Positions attributable to such CCM Individual Segregated Account Client;
- (ii) one CCM Indirect Client Segregated Margin Account in the CCM Indirect Client Segregated Account Structure of each CCM Individual Segregated Account Client providing clearing services to CCM Indirect Clients for the purposes of risk calculation, as described in Title IV, to reflect the Open Positions attributable to such CCM Individual Segregated Account Client in respect of its CCM Indirect Clients; and
- (iii) one CCM Net Omnibus Segregated Client Margin Account for each CCM Net Omnibus Client Set for the purposes of risk calculation, as described in Title IV, to reflect the Open Positions attributable to such CCM Net Omnibus Client Set.
- (iv) one CCM Gross Omnibus Multi Sub-Account Client Margin Account for each CCM Gross Omnibus Multi Sub-Account Client Set for the purposes of risk calculation, as described in

EXHIBIT 5.1

Title IV, to reflect the Open Positions attributable to such CCM Gross Omnibus Multi Sub-Account Client Set;

- (v) one CCM Gross Omnibus Single Sub-Account Client Margin Account for each CCM Gross Omnibus Single Sub-Account Client for the purposes of risk calculation, as described in Title IV, to reflect the Open Positions attributable to such CCM Gross Omnibus Single Sub-Account Client.

Article 5.2.3.2

Client Cleared Transactions registered in a CCM Client Trade Account of a CCM will be allocated to the corresponding CCM Client Margin Account of the CCM, for the purposes of determining the Open Positions attributable to:

- (i) the CCM Individual Segregated Account Client;
- (ii) CCM Indirect Clients of a CCM Individual Segregated Account Client;
- (iii) the relevant CCM Net Omnibus Client Set; or
- (iv) within a CCM Gross Omnibus Segregated Account Structure:
 - (a) the CCM Gross Omnibus Single Sub-Account Client; or
 - (b) the relevant CCM Gross Omnibus Multi Sub-Account Client Set,

as the case may be.

Article 5.2.3.3

Calculation of Open Positions attributable to a CCM Individual Segregated Account Client, its CCM Indirect Clients, if applicable, a CCM Net Omnibus Client Set, a CCM Gross Omnibus Multi Sub-Account Client Set and a CCM Gross Omnibus Single Sub-Account Client and their recording in the relevant CCM Client Margin Account will be carried out by LCH SA in accordance with the rules set out in Section 2 of the Procedures.

Section 5.2.4 CCM Client Collateral Accounts

Article 5.2.4.1

Cash Collateral provided by CCMs to satisfy its CCM Client Margin Requirements or to create CCM Client Excess Collateral, will be provided by way of full title transfer and will be held by LCH SA in accordance with Section 3 of the Procedures.

Article 5.2.4.2

At the option of each CCM, and in accordance with Section 3 of the Procedures, Eligible Collateral may be transferred by the relevant CCM to LCH SA to satisfy its CCM Client Margin Requirements or to create CCM Client Excess Collateral, either on a full title transfer basis pursuant to Article L.

EXHIBIT 5.1

440-7 of the French Monetary and Financial Code, or by way of a Belgian law security interest with no title transfer pursuant to the applicable provisions of Belgian law.

Article 5.2.4.3

LCH SA shall open one CCM Client Collateral Account:

- (i) in the CCM Direct Client Segregated Account Structure of each CCM Individual Segregated Account Client for the purposes of identifying Collateral provided by the relevant CCM for the benefit of such CCM Individual Segregated Account Client and CCM Client Excess Collateral if any;
- (ii) in the CCM Indirect Client Segregated Account Structure of each CCM Individual Segregated Account Client providing clearing services to CCM Indirect Clients for the purposes of identifying Collateral provided by the relevant CCM for the benefit of such CCM Individual Segregated Account Client in respect of its CCM Indirect Clients, and CCM Client Excess Collateral in respect of its CCM Indirect Clients, if any;
- (iii) for each CCM Net Omnibus Client Set for the purposes of identifying Collateral provided by the relevant CCM for the benefit of such CCM Net Omnibus Segregated Account Clients and CCM Client Excess Collateral if any; and
- (iv) for each CCM Gross Omnibus Client Set for the purposes of identifying Collateral provided by the relevant CCM for the benefit of such CCM Gross Omnibus Segregated Account Clients and CCM Client Excess Collateral if any.

EXHIBIT 5.1

CHAPTER 3 - TRANSFER

Section 5.3.1 General

Article 5.3.1.1

Other than in the event that a CCM is a Defaulting Clearing Member, Client Cleared Transactions shall not be transferred from one CCM to another Clearing Member except as provided in TITLE V, CHAPTER 3 or CHAPTER 4 or as otherwise permitted by French law to LCH SA.

Article 5.3.1.2

Rights under a Client Cleared Transaction shall not be capable of assignment by a CCM. Any purported assignment by a CCM or any purported transfer that is not in compliance with this TITLE V, CHAPTER 3 shall be void.

Section 5.3.2 Full transfers

Article 5.3.2.1

Upon the instruction of a CCM Individual Segregated Account Client, a Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

- (a) the entire portfolio (and not less than an entire portfolio) of:
 - (x) Client Cleared Transactions registered in the CCM Direct Client Segregated Account Structure of that CCM Individual Segregated Account Client; and/or
 - (y) Client Cleared Transactions registered in the CCM Indirect Client Segregated Account Structure of that CCM Individual Segregated Account Client,to the relevant CCM Client Trade Account(s) of the Receiving Clearing Member; and
- (b) if also requested by the Receiving Clearing Member, all Client Assets attributable to such CCM Individual Segregated Account Client and all its CCM Indirect Clients (if applicable) registered in the Carrying Clearing Member's relevant CCM Client Collateral Account(s) to the Receiving Clearing Member's relevant CCM Client Collateral Account(s).

Subject to paragraph (vii) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfers and acknowledges that they may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

It is a condition precedent to any such transfer of Client Cleared Transactions and/or relevant Client Assets (as the case may be) that:

- (i) such CCM Individual Segregated Account Client has not become insolvent (such CCM Individual Segregated Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);

EXHIBIT 5.1

- (ii) where the entire portfolio of Client Cleared Transactions of all the CCM Indirect Clients of that CCM Individual Segregated Account Client is to be transferred, none of the CCM Indirect Clients has become insolvent (such CCM Indirect Clients to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member);
- (iii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iv) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (v) where Client Assets to be transferred simultaneously with the transfer of the Client Cleared Transactions comprise Pledged Eligible Collateral, the Receiving Clearing Member has entered into a Pledge Agreement with LCH SA and has opened with LCH SA a pledged securities account at Euroclear Bank for the purpose of holding the relevant Eligible Collateral in respect of its CCM Clients;
- (vi) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (vii) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in the Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For the purposes of Article 5.3.2.1(vii) above, the Carrying Clearing Member will be entitled to reject the transfer of the relevant Client Cleared Transactions only if: (a) the relevant CCM Individual Segregated Account Client has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions recorded in the CCM Individual Segregated Account Structure would result in the CCM Individual Segregated Account Client breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Individual Segregated Account Client.

Article 5.3.2.2

Upon the instruction of each CCM Net Omnibus Segregated Account Client within a CCM Net Omnibus Client Set of a Carrying Clearing Member, the Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

- (a) each of such CCM Net Omnibus Segregated Account Clients' entire portfolio (and not less than an entire portfolio) of Client Cleared Transactions to the relevant CCM Client Trade Accounts of the Receiving Clearing Member; and

EXHIBIT 5.1

- (b) if also requested by the Receiving Clearing Member, all Client Assets attributable to such CCM Net Omnibus Segregated Account Clients from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account. Subject to paragraph (vi) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfers and acknowledges that they may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

It is a condition precedent to any such transfer of Client Cleared Transactions and/or relevant Client Assets (as the case may be) that:

- (i) none of the CCM Net Omnibus Segregated Account Clients within the relevant CCM Net Omnibus Client Set has become insolvent (each such CCM Net Omnibus Segregated Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (iv) where Client Assets, to be transferred simultaneously with the transfer of the Client Cleared Transactions, comprise Pledged Eligible Collateral, the Receiving Clearing Member has entered into a Pledge Agreement with LCH SA and has opened with LCH SA a pledged securities account at Euroclear Bank for the purpose of holding the relevant Eligible Collateral in respect of its CCM Clients;
- (v) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (vi) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in the Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For the purposes of Article 5.3.2.2(vi) above, the Carrying Clearing Member will be entitled to reject the transfer of the relevant Client Cleared Transactions only if: (a) one or more of the relevant CCM Net Omnibus Segregated Account Clients has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the Client Cleared Transactions would result in one or more of the CCM Net Omnibus Segregated Account Clients breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with terms agreed as between the Carrying Clearing Member and one or more of the CCM Net Omnibus Segregated Account Clients.

EXHIBIT 5.1

Article 5.3.2.3

Upon the instruction of each CCM Gross Omnibus Multi Sub-Account Client within a CCM Gross Omnibus Multi Sub-Account Client Set of a Carrying Clearing Member, the Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

- (a) each of such CCM Gross Omnibus Multi Sub-Account Clients' entire portfolio (and not less than an entire portfolio) of Client Cleared Transactions to the relevant CCM Client Trade Accounts of the Receiving Clearing Member; and
- (b) if also requested by the Receiving Clearing Member, all Client Assets relating to the CCM Cleared Transactions that are being transferred to a Receiving Clearing Member designated by such CCM Gross Omnibus Multi Sub-Account Clients (as set out in Section 5 of the Procedures), from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

Subject to paragraph (vi) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfers and acknowledges that they may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

It is a condition precedent to any such transfer of Client Cleared Transactions and/or relevant Client Assets (as the case may be) that:

- (i) none of the CCM Gross Omnibus Multi Sub-Account Clients within the relevant CCM Gross Omnibus Multi Sub-Account Client Set has become insolvent (each such CCM Gross Omnibus Multi Sub-Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (iv) where Client Assets, to be transferred simultaneously with the transfer of the Client Cleared Transactions, comprise Pledged Eligible Collateral, the Receiving Clearing Member has entered into a Pledge Agreement with LCH SA and has opened with LCH SA a pledged securities account at Euroclear Bank for the purpose of holding the relevant Eligible Collateral in respect of its CCM Clients;
- (v) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (vi) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in the Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

EXHIBIT 5.1

For the purposes of Article 5.3.2.3(vi) above, the Carrying Clearing Member will be entitled to reject the transfer of the relevant Client Cleared Transactions only if: (a) one or more of the relevant CCM Gross Omnibus Multi Sub-Account Clients has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the Client Cleared Transactions would result in one or more of the CCM Gross Omnibus Multi Sub-Account Clients breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with terms agreed as between the Carrying Clearing Member and one or more of the CCM Gross Omnibus Multi Sub-Account Clients.

Article 5.3.2.4

Upon the instruction of a CCM Gross Omnibus Single Sub-Account Client, a Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

- (a) the entire portfolio (and not less than an entire portfolio) of Client Cleared Transactions registered in the CCM Gross Omnibus Single Sub-Account Structure of that CCM Gross Omnibus Single Sub-Account Client to the relevant CCM Client Trade Account of the Receiving Clearing Member; and
- (b) if also requested by the Receiving Clearing Member, all Client Assets relating to the CCM Cleared Transactions that are being transferred to a Receiving Clearing Member designated by such CCM Gross Omnibus Multi Sub-Account Clients (as set out in Section 5 of the Procedures), from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

Subject to paragraph (vi) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfers and acknowledges that they may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

It is a condition precedent to any such transfer of Client Cleared Transactions and/or relevant Client Assets (as the case may be) that:

- (i) such CCM Gross Omnibus Single Sub-Account Client has not become insolvent (such CCM Gross Omnibus Single Sub-Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (iv) where Client Assets to be transferred simultaneously with the transfer of the Client Cleared Transactions comprise Pledged Eligible Collateral, the Receiving Clearing Member has entered into a Pledge Agreement with LCH SA and has opened with LCH SA a pledged

EXHIBIT 5.1

securities account at Euroclear Bank for the purpose of holding the relevant Eligible Collateral in respect of its CCM Clients;

- (v) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (vi) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in the Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For the purposes of Article 5.3.2.4(vi) above, the Carrying Clearing Member will be entitled to reject the transfer of the relevant Client Cleared Transactions only if: (a) the relevant CCM Gross Omnibus Single Sub-Account Client has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions recorded in the CCM Gross Omnibus Single Sub-Account Structure would result in the CCM Gross Omnibus Single Sub-Account Client breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Gross Omnibus Single Sub-Account Client.

Article 5.3.2.5

If a transfer is not effected due to one of the conditions in Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3 or Article 5.3.2.4 not being satisfied but the Receiving Clearing Member wishes to proceed with such transfer, it shall be required to submit a new request to transfer in accordance with Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3 or Article 5.3.2.4 (as applicable).

Section 5.3.3 Partial transfers

Article 5.3.3.1

Upon the instruction of a CCM Individual Segregated Account Client, a Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer:

- (a) a portion of the portfolio of Client Cleared Transactions registered in the CCM Direct Client Segregated Account Structure of that CCM Individual Segregated Account Client; and/or
- (b) a portion of the portfolio of Client Cleared Transactions registered in the CCM Indirect Client Segregated Account Structure of that CCM Individual Segregated Account Client,

to the relevant CCM Client Trade Account(s) of the Receiving Clearing Member.

EXHIBIT 5.1

Subject to paragraph (vi) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfer and acknowledges that it may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

Where a request is made in accordance with this Article 5.3.3.1, no Client Assets shall be permitted to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account(s).

It is a condition precedent to any such transfer of the Client Cleared Transactions that:

- (i) such CCM Individual Segregated Account Client has not become insolvent (such CCM Individual Segregated Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) where Client Cleared Transactions of CCM Indirect Clients of that CCM Individual Segregated Account Client are to be transferred, none of the relevant CCM Indirect Clients has become insolvent (such CCM Indirect Clients to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member);
- (iii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iv) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (v) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (vi) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For the purposes of Article 5.3.3.1(vi) above, the Carrying Clearing Member may be entitled to reject the transfer of the relevant Client Cleared Transactions only if; (a) the CCM Individual Segregated Account Client has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions recorded in the CCM Individual Segregated Account Structure would result in the CCM Individual Segregated Account Client breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Individual Segregated Account Client.

EXHIBIT 5.1

Article 5.3.3.2

Upon the instruction of a CCM Net Omnibus Segregated Account Client in circumstances where (a) one or more CCM Net Omnibus Segregated Account Clients within the relevant CCM Net Omnibus Client Set of a Carrying Clearing Member do not wish to transfer all the relevant Client Cleared Transactions to the Receiving Clearing Member; or (b) a CCM Net Omnibus Segregated Account Client within the relevant CCM Net Omnibus Client Set wishes to transfer a portion of such CCM Net Omnibus Segregated Account Client's portfolio of Client Cleared Transactions to the Receiving Clearing Member, the Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer some but not all of Client Cleared Transactions to the relevant CCM Client Trade Account of the Receiving Clearing Member. Subject to paragraph (v) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfer and acknowledges that it may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

Where a request is made in accordance with this Article 5.3.3.2, no Client Assets shall be permitted to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

It is a condition precedent to the transfer of the Client Cleared Transactions of the CCM Net Omnibus Segregated Account Client(s) that:

- (i) no CCM Net Omnibus Segregated Account Client within the relevant CCM Net Omnibus Client Set has become insolvent (each CCM Net Omnibus Segregated Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (iv) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (v) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

For purposes of Article 5.3.3.2(v) above, the Carrying Clearing Member may be entitled to reject the transfer of the relevant Client Cleared Transactions only if; (a) one or more CCM Net Omnibus Segregated Account Clients within the relevant CCM Net Omnibus Client Set has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the

EXHIBIT 5.1

transfer of the relevant Client Cleared Transactions would result in one or more CCM Net Omnibus Segregated Account Clients breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Net Omnibus Segregated Account Clients.

Article 5.3.3.3

Upon the instruction of a CCM Gross Omnibus Multi Sub-Account Client in circumstances where (a) one or more CCM Gross Omnibus Multi Sub-Account Clients within the relevant CCM Gross Omnibus Multi Sub-Account Client Set of a Carrying Clearing Member do not wish to transfer all the relevant Client Cleared Transactions to the Receiving Clearing Member; or (b) a CCM Gross Omnibus Multi Sub-Account Client within the relevant CCM Gross Omnibus Multi Sub-Account Client Set wishes to transfer a portion of such CCM Gross Omnibus Multi Sub-Account Client's portfolio of Client Cleared Transactions to the Receiving Clearing Member, the Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer some but not all of Client Cleared Transactions to the relevant CCM Client Trade Account of the Receiving Clearing Member. Subject to paragraph (v) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfer and acknowledges that it may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

Where a request is made in accordance with this Article 5.3.3.3, no Client Assets shall be permitted to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

It is a condition precedent to the transfer of the Client Cleared Transactions of the CCM Gross Omnibus Multi Sub-Account Client(s) that:

- (i) no CCM Gross Omnibus Multi Sub-Account Client within the relevant CCM Gross Omnibus Multi Sub-Account Client Set has become insolvent (each CCM Gross Omnibus Multi Sub-Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (iv) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (v) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

EXHIBIT 5.1

For purposes of Article 5.3.3.3(v) above, the Carrying Clearing Member may be entitled to reject the transfer of the relevant Client Cleared Transactions only if; (a) one or more CCM Gross Omnibus Multi Sub-Account Clients within the relevant CCM Gross Omnibus Multi Sub-Account Client Set has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions would result in one or more CCM Gross Omnibus Multi Sub-Account Clients breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Gross Omnibus Multi Sub-Account Clients.

Article 5.3.3.4

Upon the instruction of a CCM Gross Omnibus Single Sub-Account Client, a Receiving Clearing Member shall request LCH SA (as set out in Section 5 of the Procedures) to transfer a portion of the portfolio of Client Cleared Transactions registered in the CCM Gross Omnibus Single Sub-Account Structure of that CCM Gross Omnibus Single Sub-Account Client to the relevant CCM Client Trade Account of the Receiving Clearing Member.

Subject to paragraph (v) hereof, any Carrying Clearing Member expressly and irrevocably agrees to such transfer and acknowledges that it may be implemented by LCH SA, in accordance with the conditions set forth herein, without its involvement.

Where a request is made in accordance with this Article 5.3.3.4, no Client Assets shall be permitted to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account.

It is a condition precedent to any such transfer of the Client Cleared Transactions that:

- (i) such CCM Gross Omnibus Single Sub-Account Client has not become insolvent (such CCM Gross Omnibus Single Sub-Account Client to be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) the Receiving Clearing Member and the Carrying Clearing Member are CCMs;
- (iii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member;
- (iv) both the Carrying Clearing Member and the Receiving Clearing Member have satisfied their obligations in respect of the relevant Morning Call; and
- (v) the Carrying Clearing Member has not rejected such transfer (it being presumed by LCH SA that the Carrying Clearing Member has not so rejected the transfer unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA).

EXHIBIT 5.1

For the purposes of Article 5.3.3.4(v) above, the Carrying Clearing Member may be entitled to reject the transfer of the relevant Client Cleared Transactions only if; (a) the CCM Gross Omnibus Single Sub-Account Client has failed to satisfy all outstanding obligations that are due and payable to the Carrying Clearing Member, including any increased Margin due and payable that may result from the proposed transfer; (b) the transfer of the relevant Client Cleared Transactions recorded in the CCM Gross Omnibus Single Sub-Account Structure would result in the CCM Gross Omnibus Single Sub-Account Client breaching exposure limits with, and/or other risk parameters set by, the Carrying Clearing Member; or (c) such rejection is in accordance with the terms agreed as between the Carrying Clearing Member and the relevant CCM Gross Omnibus Single Sub-Account Client.

Section 5.3.4 Transfer of Client Assets

Article 5.3.4.1

In relation to the circumstances set out in Section 5.3.2, for the purpose of a transfer of Client Assets:

- (i) in accordance with Article 5.3.2.1 or Article 5.3.2.2, LCH SA shall notify the Receiving Clearing Member of the Client Assets which are to be transferred; or
- (ii) in accordance with Article 5.3.2.3 or Article 5.3.2.4, upon request from LCH SA, the Carrying Clearing Member shall notify LCH SA of the Client Assets which are attributable to the transferring CCM Gross Omnibus Multi Sub-Account Client Set or CCM Gross Omnibus Single Sub-Account Client (as the case may be) and, along with the Receiving Clearing Member, shall take such actions and provide such information to LCH SA in connection with the transfer as may be required by LCH SA. In the event that the Carrying Clearing Member fails to notify LCH SA of the Client Assets that are attributable to the relevant CCM Gross Omnibus Multi Sub-Account Client Set or CCM Gross Omnibus Single Sub-Account Client, LCH SA shall transfer such Collateral from the CCM Client Collateral Account of the Carrying Clearing Member's relevant CCM Gross Omnibus Segregated Account Structure to the Receiving Clearing Member's relevant CCM Client Collateral Account as it deems appropriate and as set out in Section 5 of the Procedures.

EXHIBIT 5.1

Article 5.3.4.2

Following such notification made in accordance with Article 5.3.4.1, the Receiving Clearing Member may elect to reject the transfer of some or all of the Client Assets. Any such election will not prevent the transfer of the relevant Client Cleared Transactions and any related Client Assets which have been accepted by the Receiving Clearing Member, provided that the conditions set out in sub-paragraphs (i) to (vii) of Article 5.3.2.1, sub-paragraphs (i) to (vi) of Article 5.3.2.2, sub-paragraphs (i) to (vi) of Article 5.3.2.3 or sub-paragraphs (i) to (vi) of Article 5.3.2.2 (as applicable) are satisfied in relation to such transfer.

Article 5.3.4.3

Provided that the Receiving Clearing Member has not rejected the transfer all of the Client Assets in accordance with Article 5.3.4.2, LCH SA shall transfer the Client Assets from the Carrying Clearing Member's relevant CCM Client Collateral Account to the Receiving Clearing Member's relevant CCM Client Collateral Account. In the event that, for whatever reason, LCH SA is unable to transfer such Client Assets, LCH SA will not proceed with the transfer of the relevant Client Cleared Transactions.

Section 5.3.5 Transfer process

Article 5.3.5.1

- (i) Further to the satisfaction of the conditions set out in Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3, Article 5.3.2.4, Article 5.3.3.1, Article 5.3.3.2, Article 5.3.3.3 or Article 5.3.3.4 (as appropriate) above, and provided that LCH SA does not determine, in its sole discretion, that the transfer cannot be effected under this CDS Clearing Rule Book or the Procedures, LCH SA shall transfer the relevant Client Cleared Transaction(s) to the relevant CCM Client Trade Account(s) of the Receiving Clearing Member for the benefit of the relevant CCM Client(s). Such Client Cleared Transaction(s) will be processed in accordance with CHAPTER 1 of TITLE III.
- (ii) In the case where a transfer of Client Cleared Transactions, pursuant to Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3 or Article 5.3.2.4 will include the transfer of the related Client Assets:
 - (a) In respect of Client Assets which have been transferred by the Carrying Clearing Member to LCH SA on a full title transfer basis in accordance with Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3 or Article 5.3.2.4 such transfer shall be effected as follows:
 - (A) the Carrying Clearing Member shall relinquish all rights to such Client Assets (including, for the avoidance of doubt, any beneficial interest and/or equity of redemption in respect thereof);

EXHIBIT 5.1

- (B) such Client Assets shall immediately upon such relinquishment be held by LCH SA on behalf of the Receiving Clearing Member; and
- (C) the Receiving Clearing Member's rights to such Client Assets arising as described in paragraph (B) above shall become, in respect of the relevant Client Cleared Transactions, subject to the title transfer security arrangements entered into between the Receiving Clearing Member and LCH SA in relation to the provision of cover.
 - (b) In respect of Client Assets that are subject to the Pledge Agreement entered into between the Carrying Clearing Member and LCH SA in relation to the provision of Collateral, in accordance with Article 5.2.4.2, such transfer shall be effected in accordance with Section 3 of the Procedures.
- (iii) For the avoidance of doubt, the Carrying Clearing Member shall have no right or entitlement to assert any claim over, or right with respect to, the Client Assets transferred.
- (iv) The transfer of the Client Cleared Transactions and associated Client Assets shall be deemed to occur simultaneously, and the transfer of the Client Cleared Transactions shall be conditional on the transfer of the related Client Assets, and vice versa.
- (v) If the transfer of the Client Cleared Transactions and associated Client Assets is not completed for any reason, then any transfer or registration of Client Assets or Client Cleared Transactions shall be immediately unwound and such transfer or registration shall be deemed never to have occurred.

Article 5.3.5.2

Subject to Article 5.3.5.3 below, but otherwise notwithstanding anything to the contrary in the CDS Clearing Rules, in making any transfer of Client Cleared Transactions and (if applicable) Client Assets pursuant to this TITLE V, Chapter 3, LCH SA shall be authorised and entitled to rely conclusively on the instructions of and information provided by the relevant CCM(s), which shall be solely responsible for all such instructions and information, including ensuring that:

- (i) the transfer is properly authorised or rejected (as the case may be);
- (ii) the appropriate CCM Client Trade Account(s) have been identified; and
- (iii) in the case of a partial transfer of Client Cleared Transactions pursuant to Article 5.3.3.1, Article 5.3.3.2, Article 5.3.3.3 or Article 5.3.3.4 the appropriate Client Cleared Transactions have been identified by the Receiving Clearing Member,

and LCH SA shall have no responsibility or liability therefore.

EXHIBIT 5.1

Article 5.3.5.3

LCH SA shall verify that the Client Cleared Transactions notified to it by a CCM, as being the subject of such a transfer, correspond to Client Cleared Transactions which, according to its records, are registered in the Client Account Structure of the Carrying Clearing Member in respect of the relevant CCM Client and CCM Indirect Clients (if applicable). In the event that LCH SA identifies a discrepancy, it will notify the relevant CCM(s) and no transfer will occur pursuant to TITLE V, Chapter 3, until such time as the Client Cleared Transactions identified to LCH SA by the relevant CCM(s) can be verified by LCH SA.

Article 5.3.5.4

The Carrying Clearing Member agrees to indemnify LCH SA in respect of all liabilities, costs, loss, fees, damages or expenses suffered or incurred by LCH SA (howsoever arising or occurring) by reason of a proposed transfer being rejected by the Carrying Clearing Member other than in compliance with the grounds set out in the final paragraph of Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3, Article 5.3.2.4, Article 5.3.3.1, Article 5.3.3.2, Article 5.3.3.3 or Article 5.3.3.4 (as the case may be).

EXHIBIT 5.1

CHAPTER 4 - EARLY TERMINATION

Article 5.4.1.1

If at any time an early termination date, howsoever described in the relevant CDS Client Clearing Agreement, occurs in respect of one or more Deemed Client Transaction(s) (other than Deemed Client Transactions entered into in relation to Client Cleared Transactions registered in a CCM Indirect Client Segregated Account Structure) and provided that, at the time of such early termination date, the relevant CCM is not a Defaulting Clearing Member, that CCM may instruct LCH SA to transfer the corresponding Client Cleared Transactions from the relevant CCM Client Trade Account to the House Trade Account of such CCM, in accordance with Section 5 of the Procedures.

Article 5.4.1.2

If at any time, an early termination date, howsoever described in the relevant indirect clearing arrangement in place between a CCM Client and a CCM Indirect Client, occurs in respect of one or more transactions entered into between such CCM Client and such CCM Indirect Client and, in turn, triggers the early termination of the corresponding Deemed Client Transaction(s), and provided that the relevant CCM, at the time of such early termination date, is not a Defaulting Clearing Member, and an early termination date has not also occurred in respect of all Deemed Client Transaction(s), as described in Article 5.4.1.3, that CCM may instruct LCH SA to transfer the Client Cleared Transactions registered in the relevant CCM Indirect Client Segregated Account Structure to the relevant CCM Client's CCM Direct Client Segregated Account Structure, in accordance with Section 5 of the Procedures.

Article 5.4.1.3

If at any time, an early termination date, howsoever described in the relevant CDS Client Clearing Agreement, occurs in respect of all Deemed Client Transactions which have been entered into in relation to Client Cleared Transactions registered in a CCM Indirect Client Segregated Account Structure, and provided that the relevant CCM, at the time of such early termination date, is not a Defaulting Clearing Member, that CCM may instruct LCH SA to take one of the following steps in relation to Client Cleared Transactions registered in a CCM Indirect Client Segregated Account Structure:

- (i) in circumstances where such CCM notifies a single Backup Client in respect of all Client Cleared Transactions registered in the relevant CCM Indirect Client Segregated Account Structure, and further provided that none of the relevant CCM Indirect Clients has become insolvent (such CCM Indirect Clients to be presumed to be solvent by LCH SA unless evidenced to the contrary by the CCM), transfer to the appointed Backup Client all the relevant Client Cleared Transactions and Client Assets registered in the relevant CCM Indirect Client Segregated Account Structure; or

EXHIBIT 5.1

- (ii) transfer all Client Cleared Transactions registered in the relevant CCM Indirect Client Segregated Account Structure to the House Trade Account of such CCM,

in accordance with the conditions set forth in Section 5 of the Procedures. For the avoidance of doubt, the list above is not exhaustive and LCH SA may take any steps or proceedings other than those referred to in this Article 5.4.1.3, in accordance with the instructions of the CCM.

Article 5.4.1.4

LCH SA will arrange a transfer of the relevant Client Cleared Transactions mentioned in Article 5.4.1.1, Article 5.4.1.2 and Article 5.4.1.3 in the conditions set out in Section 5 of the Procedures and provided that LCH SA has received an indemnity from the relevant CCM in a form suitable to LCH SA to cover any losses, costs or expenses incurred by LCH SA in connection with the transfer.

Article 5.4.1.5

LCH SA shall act solely upon the instructions of the CCM to perform the process set out in Article 5.4.1.3 and Section 5 of the Procedures and shall not incur any liability to the relevant CCM, CCM Individual Segregated Account Client or CCM Indirect Client as a result thereof.

The CCM agrees to indemnify and hold LCH SA harmless from and against any and all loss, liability, damage, cost, penalty, fine, tax or expense (including, without limitation, reasonable attorney's fees, cost of collection, and any reasonable cost incurred in successfully defending against any claim asserted by the CCM, CCM Individual Segregated Account Client or the CCM Indirect Client, as the case may be) in connection with any steps or proceedings taken by LCH SA pursuant to Article 5.4.1.3 or as a result of the application of Article 5.4.1.3.

EXHIBIT 5.1

TITLE VI

CDS FCM CLIENT CLEARING

EXHIBIT 5.1

CHAPTER 1 - GENERAL PROVISIONS

Article 6.1.1.1

An FCM Clearing Member may provide CDS Client Clearing Services to its FCM Clients after obtaining confirmation from LCH SA it has duly filed and submitted all the documentation and information required pursuant to Section 1 of the Procedures. An FCM Clearing Member may also enter into Cleared Transactions for its own account. Notwithstanding the foregoing, an FCM Clearing Member may not enter into Cleared Transactions for the account of an Affiliate, unless such FCM Clearing Member first provides LCH SA with an opinion of counsel, in form and content acceptable to LCH SA, confirming that entry into such Cleared Transactions would not be contrary to Applicable Law.

Article 6.1.1.2

An FCM Clearing Member may provide CDS Clearing Services to a Client (or, if permitted pursuant to Article 6.1.1.1, an Affiliate) on any terms and conditions mutually agreed to by it and such Person; provided, however, that:

- (i) if that FCM Clearing Member is a Select Member, it shall not provide CDS Client Clearing Services to any FCM Client;
- (ii) an FCM Clearing Member shall, before providing CDS Clearing Services to any Client or Affiliate, ensure that it has entered into an agreement, or an addendum to an existing agreement, with such Person, that binds such Person to the applicable provisions of the CDS Clearing Rules (including the FCM CDS Clearing Regulations) by direct reference thereto or otherwise, and any other provisions as shall be agreed from time to time between LCH SA and FCM Clearing Members, or as may be prescribed by LCH SA;
- (iii) an FCM Clearing Member shall notify LCH SA of each Affiliate for which it provides CDS Clearing Services;
- (iv) an FCM Clearing Member shall provide, and separately identify, to LCH SA Client Cleared Transactions and Collateral in respect of Client Cleared Transactions (in the aggregate);
- (v) an FCM Clearing Member may deliver, and shall separately identify, to LCH SA Collateral as FCM Client Collateral Buffer; and
- (vi) an FCM Clearing Member shall not (1) provide CDS Client Clearing Services to any FCM Client or (2) submit for clearing any Original Transaction to be registered in its House Account Structure for any person other than itself, with respect to any Original Transaction that is an SBS, as set out in Section 4 of the Procedures.

EXHIBIT 5.1

Article 6.1.1.3

Each FCM Client (and, if permitted pursuant to Article 6.1.1.1, an Affiliate), by participating in Original Transactions and entering FCM Cleared Transactions through its FCM Clearing Member, shall be deemed to understand, acknowledge and agree that:

- (i) the receipt of CDS Clearing Services from the FCM Clearing Member which result in the registration of FCM Cleared Transactions within such FCM Clearing Member's Client Trade Account(s) or House Trade Account, as the case may be, will be governed by the applicable provisions of the CDS Clearing Documentation;
- (ii) it shall be bound by the applicable provisions of the CDS Clearing Documentation in respect of any FCM Cleared Transactions which are attributable to it;
- (iii) at the time an FCM Cleared Transaction is registered in an FCM Client Trade Account or House Trade Account of the FCM Clearing Member, as the case may be, on its behalf, the FCM Client or Affiliate, as applicable, will be deemed to be bound by the relevant FCM Cleared Transaction on the terms entered into between the FCM Clearing Member and LCH SA and such FCM Client or Affiliate agrees to be bound automatically and without further action by the FCM Clearing Member or the FCM Client or Affiliate;
- (iv) it shall not act so as to cause, whether directly or indirectly, a breach of the FCM CDS Clearing Documentation;
- (v) the provisions of the CDS Clearing Documentation referring to FCM Clients or Affiliates, for the benefit of LCH SA, including without limitation applicable provisions of this CDS Clearing Rule Book, are enforceable against such FCM Client or Affiliate by LCH SA as if they had been entered into by each such Person directly with LCH SA;
- (vi) LCH SA deals only with Clearing Members, and the FCM Client or Affiliate will have no right or authority to deal directly with LCH SA, including but not limited to in connection with the matters described in this Title VI;
- (vii) it will deal only with its FCM Clearing Member in connection with all FCM Cleared Transactions that are cleared on its behalf by such FCM Clearing Member through LCH SA;
- (viii) upon an Event of Default occurring in relation to an FCM Clearing Member, if LCH SA:
 - (a) is required to do so by any Competent Authority or Applicable Law,
 - (b) cannot for any reason proceed with a Porting of the FCM Cleared Transactions registered in an FCM Clearing Member's Account Structure and attributable to an FCM Client, or
 - (c) determines in its discretion that it is necessary for its protection,

LCH SA may close out and terminate the FCM Cleared Transactions registered in the FCM Clearing Member's Client Account Structure or House Account Structure and attributable

EXHIBIT 5.1

to an FCM Client or Affiliate, regardless whether such FCM Client or Affiliate had itself defaulted, and in certain circumstances LCH SA will not transfer or otherwise re-establish such positions;

- (ix) it will not be entitled to instruct LCH SA to act or omit to act in any manner at any time prior to an Event of Default in relation to the relevant FCM Clearing Member;
- (x) it will not be entitled to receive any information from LCH SA in respect of any Margin Balance that is recorded in either the FCM House Collateral Account or any FCM Client Financial Account, the FCM Unallocated Client Collateral Financial Account or the FCM Buffer Financial Account of an FCM Clearing Member;
- (xi) LCH SA will not hold any assets transferred to it directly on behalf of any such individual FCM Client or Affiliate;
- (xii) to the extent the Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) are provided to the FCM Client, the FCM Client shall:
 - (a) use such Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) internally and solely in connection with its clearing functions; and
 - (b) only be permitted to provide the Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) to an affiliate or a client of its own if: (1) it does so at no cost; (2) the Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) are provided for the affiliate or client to use internally and solely in connection with their respective clearing functions; and (3) the Markit LCH Settlement Prices [and/or the LCH Settlement Prices](#) are identifiable as such.

For the avoidance of doubt, “clearing functions” shall mean the validation of the FCM Client’s Margin Requirement (or any margin requirement applicable to the FCM Client’s affiliate or client) and the calculation and valuation of the FCM Client’s Open Positions (or the net open positions of the Client’s affiliate or client) for the purposes of its own internal books and records;

- (xiii) where Collateral is deposited by the FCM Clearing Member in satisfaction of the House Margin Requirement or the Client Margin Requirement (as applicable), it shall not be entitled to assert any equitable or other claim to the Collateral in circumstances where the assertion of such a claim would delay or inhibit the disposal of such Collateral by LCH SA and/or the application of the proceeds of sale of such Collateral in accordance with the provisions of the CDS Clearing Rules and Applicable Law;
- (xiv) the FCM Clearing Member has its unconditional consent to furnish or deposit Collateral with LCH SA in satisfaction of the Client Margin Requirement or House Margin Requirement which is attributable to the FCM Cleared Transactions cleared on its behalf, in accordance with the CDS Clearing Rule Book and the FCM CDS Clearing Regulations, and to re-pledge such property to LCH SA;

EXHIBIT 5.1

- (xv) LCH SA is authorized to make disclosure of information in accordance with the applicable provisions of the CDS Clearing Documentation; and
- (xvi) its agreement or agreement and addendum described in clause (i) of Article 6.1.1.2 is consistent with the CDS Clearing Documentation and Applicable Law.

Article 6.1.1.4

Each FCM Clearing Member shall be obliged (to the extent permitted by Applicable Law) to provide LCH SA with any information that LCH SA may reasonably require in relation to the CDS Clearing Services provided by that Clearing Member to its Clients or Affiliates, including, where and to the extent necessary for the proper performance by LCH SA of its risk management functions and legal and regulatory obligations, information on the identify of any of its FCM Clients or any of its Affiliates to which it provides FCM CDS Clearing Services, along with details of:

- (i) any agreement relating to the provision of CDS Client Clearing Services by the FCM Clearing Member to its FCM Clients and Affiliates (including the Clearing Agreements);
- (ii) any document reflecting the recording of the FCM Cleared Transactions in the different accounts held by the FCM Clearing Member *per* Clearing Day, the details of such FCM Cleared Transactions and the cover held in respect of such FCM Cleared Transactions; and
- (iii) the FCM Clearing Member's written anti-money laundering procedures and written risk management policies and procedures, and practices, addressing the risks that such FCM Clearing Member may pose to LCH SA including, but not limited to, information and documents relating to the liquidity of such FCM Clearing Member's financial resources and settlement procedures.

Article 6.1.1.5

Each FCM Clearing Member shall maintain appropriate books and records identifying all pertinent information regarding (i) its FCM Clients and any Affiliates for which it provides CDS Clearing Services, and (ii) its Client Cleared Transactions and House Cleared Transactions. Without limitation of the foregoing, each FCM Clearing Member shall ensure that its books and records accurately reflect the Cleared Transactions maintained in the FCM Client Trade Accounts and corresponding Collateral maintained in the FCM Client Financial Accounts for its relevant FCM Clients. Each FCM Clearing Member will carry accounts for Clients within its own books and records, and maintain the funds and other property it holds on behalf of its Clients in respect of their Cleared Transactions, in accordance with the FCM CDS Clearing Regulations and Applicable Law.

EXHIBIT 5.1

CHAPTER 2 – FCM CLIENT ACCOUNT STRUCTURE

Section 6.2.1 General Provisions

Article 6.2.1.1

LCH SA shall open and maintain for each FCM Clearing Member, within its books and records for the CDS Clearing System, the accounts comprising the FCM Client Account Structure, as follows:

- (i) a separate FCM Client Trade Account for each FCM Client;
- (ii) a separate FCM Client Margin Account for each FCM Client;
- (iii) a separate FCM Client Financial Account for each FCM Client;
- (iv) an FCM Unallocated Client Collateral Financial Account;
- (v) an FCM Buffer Financial Account; and
- (vi) an FCM Client Collateral Account.

Article 6.2.1.2

LCH SA shall open and maintain the FCM Client Account Structure for an FCM Clearing Member in the name of such FCM Clearing Member for the benefit of its FCM Clients. The accounts comprising each FCM Clearing Member's FCM Client Account Structure shall have their situs located in the United States.

Article 6.2.1.3

LCH SA shall open and maintain the accounts comprising the FCM Client Account Structure for each FCM Clearing Member, and maintain the Collateral it holds on behalf of the FCM Clearing Member's FCM Clients in respect of their Cleared Transactions, in accordance with this TITLE VI, the FCM CDS Clearing Regulations, the Procedures and Applicable Law.

Section 6.2.2 FCM Client Trade Account

Article 6.2.2.1

LCH SA shall open one FCM Client Trade Account for each FCM Client of each FCM Clearing Member.

Article 6.2.2.2

Registration of FCM Cleared Transactions in an FCM Client Trade Account shall initially be made by LCH SA on the basis of the Transaction Data with respect to the relevant Original Transaction and amended to reflect any compression of FCM Cleared Transactions pursuant TITLE III, Chapter 3.

EXHIBIT 5.1

Section 6.2.3 FCM Client Margin Account

Article 6.2.3.1

LCH SA shall open one FCM Client Margin Account for each FCM Client of each FCM Clearing Member.

Article 6.2.3.2

FCM Cleared Transactions registered in an FCM Client Trade Account for an FCM Client of an FCM Clearing Member will be allocated to the corresponding FCM Client Margin Account for the purpose of the determination of the Open Positions attributable to such FCM Client.

Article 6.2.3.3

Calculation of Open Positions attributable to an FCM Client and their recording in the relevant FCM Client Margin Account will be carried out by LCH SA in accordance with Section 2 of the Procedures.

Article 6.2.3.4

Each FCM Client's Open Positions will be margined on a portfolio basis. The Total Margin Requirement for all Client Margin Accounts of an FCM Clearing Member will be margined based on the gross sum of the margin requirements for all such Client Margin Accounts.

Section 6.2.4 FCM Client Collateral Account, FCM Client Financial Account and Related Accounts

Article 6.2.4.1

LCH SA shall open:

- (i) an FCM Client Financial Account for each FCM Client of each FCM Clearing Member, in which LCH SA will record the value of Collateral provided by the FCM Clearing Member in respect of such FCM Client's Open Positions;
- (ii) an FCM Buffer Financial Account, in which LCH SA will record the value of Collateral provided by the FCM Clearing Member as FCM Client Collateral Buffer;
- (iii) an FCM Unallocated Client Collateral Financial Account, in which LCH SA will record the value of FCM Unallocated Client Excess Collateral; and
- (iv) an FCM Collateral Account, in which LCH SA will record the Collateral held by LCH SA recorded in the foregoing accounts.

Article 6.2.4.2

LCH SA is entitled to assume that all Collateral delivered by an FCM Clearing Member to LCH SA:

- (i) to meet Client Margin Requirements is the sole legal and beneficial property of the FCM Clearing Member or is furnished or deposited with the legal and beneficial owner's

EXHIBIT 5.1

unconditional consent and with the authority granted to the FCM Clearing Member to re-pledge such property to LCH SA; and

- (ii) as FCM Client Collateral Buffer is the sole legal and beneficial property of the FCM Clearing Member.

An FCM Clearing Member shall not deliver securities or other assets to LCH SA as Collateral for any FCM Client Financial Account or as FCM Client Collateral Buffer otherwise than in conformity to this Article 6.2.4.2. It shall be accepted by every Person (including FCM Clients) subject to or dealing on the terms of these CDS Clearing Rules, that an FCM Clearing Member has its respective FCM Clients' unconditional consent to deliver to LCH SA as Collateral for the purposes of these CDS Clearing Rules any securities or other assets of such Person in the FCM Clearing Member's possession.

Article 6.2.4.3

All Collateral delivered by an FCM Clearing Member to meet its House Margin Requirement and its Client Margin Requirement shall be transferred to, and held by, LCH SA in accordance with Section 3 of the Procedures and the FCM CDS Clearing Regulations.

Article 6.2.4.4

When LCH SA determines the value of Collateral recorded in the FCM Client Collateral Account by applying haircuts to Eligible Collateral and/or FX adjustments to Cash Collateral in accordance with Article 4.2.6.4 (which determinations will occur at the times set out in Section 3 of the Procedures):

- (i) if there is an increase in the value of such Collateral, an amount of Collateral equal to such resulting increase will, following such determination, be transferred to the FCM Unallocated Client Collateral Financial Account, whereupon such amount will become FCM Unallocated Client Excess Collateral; or
- (ii) if there is a decrease in the value of such Collateral, following such determination, such decrease in value shall be allocated first against the FCM Available Client Collateral Buffer (if any), which will be reduced by an amount of Collateral equal to such resulting decrease. In the case where the FCM Available Client Collateral Buffer is not sufficient to cover the total amount of Collateral equal to the resulting decrease, the portion which is not covered by the FCM Available Client Collateral Buffer will reduce on a *pro rata* basis:
 - (a) the Legally Segregated Value recorded in each FCM Client Financial Account;
 - (b) the value of the FCM Allocated Client Collateral Buffer recorded in the FCM Buffer Financial Account; and
 - (c) the value of the FCM Unallocated Client Excess Collateral recorded in the FCM Unallocated Client Collateral Financial Account

EXHIBIT 5.1

of such FCM Clearing Member.

Section 6.2.5 FCM Client Collateral Buffer and FCM Unallocated Client Excess Collateral

Article 6.2.5.1

If an FCM Clearing Member maintains any FCM Excess Collateral or FCM Client Collateral Buffer with LCH SA, then such FCM Excess Collateral or FCM Client Collateral Buffer shall be subject to the provision of this Article 6.2.5.1 and other applicable provisions of the CDS Clearing Rules.

- (i) House Excess Collateral. An FCM Clearing Member is permitted to maintain FCM House Excess Collateral with LCH SA. An FCM Clearing Member that is not a Defaulting Clearing Member may request the return of its FCM House Excess Collateral above its FCM House Excess Collateral Threshold at any time, and upon such request LCH SA shall return such amount, unless the FCM Clearing Member has a Margin Shortfall in any of its FCM Client Margin Accounts and does not have sufficient FCM Client Collateral Buffer to satisfy such Margin Shortfall. LCH SA may also, in its discretion, elect at any time to return any FCM House Excess Collateral to the applicable FCM Clearing Member.
- (ii) FCM Client Excess Collateral and Reclassification of Same as FCM Unallocated Client Excess Collateral. An FCM Clearing Member is not permitted to maintain any FCM Client Excess Collateral on a day-to-day basis, but may hold FCM Client Excess Collateral on an intraday basis. Any intraday Client Excess Collateral attributable to a specific FCM Client Margin Account shall be available for purposes of LCH SA carrying out a Notional and Collateral Check in respect of the Client Trade Leg of an Eligible Intraday Transaction for such FCM Client, as provided in Article 4.2.2.4 and Section 2 of the Procedures. LCH SA shall transfer the value of any FCM Client Excess Collateral that is reflected in any FCM Client Financial Account of the FCM Clearing Member prior to the Morning Call to the FCM Clearing Member's FCM Unallocated Client Collateral Financial Account, which transfer will occur after (and only after) the FCM Clearing Member's satisfaction of that Morning Call, whereupon the FCM Client Excess Collateral shall become "**FCM Unallocated Client Excess Collateral**". If at any time an FCM Clearing Member delivers Collateral to LCH SA on behalf of an FCM Client in an amount that would cause such FCM Client's FCM Client Financial Account to contain FCM Client Excess Collateral, LCH SA may (a) reject the deposit, (b) immediately transfer the entire deposit or the amount of such excess back to the FCM Clearing Member or (c) accept the deposit and immediately transfer the amount of such excess to the FCM Clearing Member's FCM Unallocated Client Collateral Financial Account, whereupon it shall also become FCM Unallocated Client Excess Collateral. FCM Unallocated Client Excess Collateral also includes amounts described as such in Article 6.2.5.1(iii)(c) and any amounts transferred to the FCM Unallocated Client Collateral Financial Account in accordance with Article 6.2.4.4(i).

EXHIBIT 5.1

- (iii) FCM Client Collateral Buffer. An FCM Clearing Member may deposit Collateral that is the property of such FCM Clearing Member (and not of any of its FCM Clients) with LCH SA as FCM Client Collateral Buffer for the benefit of all of its FCM Clients, subject to the following provisions and the provisions of Article 6.2.4.4(ii):
 - (a) The FCM Clearing Member shall not, and represents to LCH SA that it shall not, deposit an amount of FCM Client Collateral Buffer with LCH SA that, in combination with any other money, securities or other property deposited by it with any other Derivatives Clearing Organization or Clearing Agency, in a manner whereby such FCM Clearing Member is assumed to be the sole legal and beneficial owner of such property, to meet the aggregate obligations of its Cleared Swaps Customers, exceeds its residual financial interest in its aggregate Cleared Swaps Customer Collateral. For purposes of this provision, the terms “Cleared Swaps Customer” and “Cleared Swaps Customer Collateral” have the meaning set out in CFTC Regulation 22.1 and the term “residual financial interest” has the meaning as contemplated in CFTC Regulation 22.2(e)(4) and (g).
 - (b) LCH SA shall record such FCM Client Collateral Buffer in the FCM Clearing Member’s FCM Buffer Financial Account. If an FCM Clearing Member is a Defaulting Clearing Member, LCH SA may transfer FCM Allocated Client Collateral Buffer previously allocated (in accordance with Articles 4.2.2.4 and 6.2.4.4) to an FCM Client Financial Account from the FCM Buffer Financial Account to apply such Collateral to cover any Margin Shortfall in such FCM Client Financial Account. The value of any FCM Client Collateral Buffer so transferred shall be recorded in the FCM Client Financial Account and shall be deemed to become part of the relevant FCM Client’s Client Assets and shall no longer be deemed FCM Client Collateral Buffer.
 - (c) If the value of an FCM Clearing Member’s FCM Client Collateral Buffer exceeds its FCM Client Collateral Buffer Threshold due to a reduction in its prior FCM Client Collateral Buffer Threshold or to an increase in the value of the FCM Client Collateral Buffer, provided that such FCM Clearing Member is not a Defaulting Clearing Member, LCH SA will transfer such excess to its FCM Unallocated Client Collateral Financial Account, whereupon it shall also become FCM Unallocated Client Excess Collateral.
- (iv) Treatment of FCM Unallocated Client Excess Collateral. The following provisions apply to FCM Unallocated Client Excess Collateral:
 - (a) LCH SA shall hold FCM Unallocated Client Excess Collateral in the FCM Unallocated Client Collateral Financial Account for the benefit of the applicable FCM Clearing Member’s FCM Clients as a class, segregated in accordance with the CEA and CFTC Regulations, including Part 22 of the CFTC Regulations. LCH SA shall

EXHIBIT 5.1

treat and record the FCM Unallocated Client Excess Collateral on an unallocated basis, in that it shall not attribute any portion thereof to any individual FCM Client of an FCM Clearing Member.

- (b) Each FCM Clearing Member that maintains any FCM Unallocated Client Excess Collateral with LCH SA shall ensure that its books and records accurately reflect at all times the FCM Client or FCM Clients to which the value of such FCM Unallocated Client Excess Collateral is attributable and the amount attributable to each such FCM Client.
- (c) LCH SA shall not, at any time, apply any FCM Unallocated Client Excess Collateral as FCM Client Collateral Buffer or to the relevant FCM House Margin Account, or to any of such FCM Clearing Member's FCM Client Financial Account(s).
- (d) Upon the request of an FCM Clearing Member, in accordance with Section 5 of the Procedures, LCH SA will return FCM Unallocated Client Excess Collateral to such FCM Clearing Member. The FCM Clearing Member shall be deemed to represent to LCH SA, upon making any such request, that such request complies with the CFTC Regulations and that the returned FCM Unallocated Client Excess Collateral will remain segregated as and to the extent required under the CFTC Regulations and the CDS Clearing Rule Book.
- (e) Upon the default of an FCM Clearing Member, any FCM Unallocated Client Excess Collateral in such FCM Clearing Member's FCM Unallocated Client Collateral Financial Account shall be held by LCH SA for the benefit of such FCM Clearing Member's FCM Clients in accordance with Part 190 of the CFTC Regulations and Applicable Law. LCH SA shall not apply any such FCM Unallocated Client Excess Collateral to the obligations of the FCM Clearing Member to LCH SA, in respect of its FCM Clients or otherwise, except to the extent directed by the applicable bankruptcy trustee or Competent Authority in accordance with Applicable Law.

Section 6.2.6 Customer Margin Requirements

Article 6.2.6.1

An FCM Clearing Member must collect Collateral from each FCM Client in respect of such FCM Client's Open Positions in an amount at least equal to the greater of (i) the amount required by LCH SA for the FCM Client Margin Account for such FCM Client, or (ii) such higher amount as required in Section 2 of the Procedures if the FCM Client's Open Positions are non-hedging in nature.

Article 6.2.6.2

No FCM shall permit an FCM Client to withdraw cash, securities or other property from the Cleared Swaps Customer Account (as that term is defined in CFTC Regulation 22.1) carried by the

EXHIBIT 5.1

FCM Clearing Member for such Client if such withdrawal would cause the account to be undermargined.

EXHIBIT 5.1

CHAPTER 3 - TRANSFER

Section 6.3.1 General

Article 6.3.1.1

Other than in the event that an FCM Clearing Member is a Defaulting Clearing Member, FCM Cleared Transactions shall not be transferred from one FCM Clearing Member to another FCM Clearing Member except as provided in this TITLE VI, CHAPTER 3.

Rights under an FCM Cleared Transaction shall not be capable of assignment by an FCM Clearing Member. Any purported assignment by an FCM Clearing Member or any purported transfer that is not in compliance this TITLE VI, CHAPTER 3 shall be void.

Section 6.3.2 Full Transfers

Article 6.3.2.1

Upon the instruction of an FCM Client, via a Receiving Clearing Member (as set out in Section 5 of the Procedures), to transfer all FCM Cleared Transactions attributable to such FCM Client from the relevant FCM Client Trade Account of a Carrying Clearing Member, LCH SA shall transfer: (a) all FCM Cleared Transactions registered in the relevant FCM Client Trade Account of the Carrying Clearing Member on behalf of such FCM Client, as identified to LCH SA by the Carrying Clearing Member (such transfer to occur by novation of such FCM Cleared Transactions rather than by closeout and rebooking of new FCM Cleared Transactions); and (b) upon the request of the Receiving Clearing Member, on behalf of the relevant FCM Client, all Client Assets (if any) relating to the FCM Cleared Transactions that are being transferred to a Receiving Clearing Member designated by the FCM Client (as set out in Section 5 of the Procedures), provided that:

- (i) such FCM Client is solvent (such FCM Client will be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member, and no Event has occurred or is occurring with respect to either the Carrying Clearing Member or the Receiving Clearing Member;
- (iii) the Receiving Clearing Member and Carrying Clearing Member are each FCM Clearing Members, and the Receiving Clearing Member is in compliance with all obligations imposed on it as an FCM Clearing Member;
- (iv) the Receiving Clearing Member has consented in writing to such transfer, and has performed all necessary steps to allow LCH SA to open one FCM Client Trade Account and one FCM Client Margin Account in respect of the relevant FCM Client in its FCM Client Account Structure;

EXHIBIT 5.1

- (v) LCH SA has received sufficient Collateral (being the difference between the Receiving Clearing Member's FCM Client Margin Requirement in respect of the relevant FCM Cleared Transactions and the Client Assets that are to be transferred) from the Receiving Clearing Member in order to enable the transfer; and
- (vi) the FCM Client has satisfied (such satisfaction to be presumed by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA) all outstanding obligations that are due and payable to the Carrying Clearing Member and its Affiliates, including any increased margin due and payable that may result from the proposed transfer, unless the Carrying Clearing Member otherwise consents in writing.

For purposes of (vi) above, with respect to obligations owed to Affiliates of the Carrying Clearing Member by an FCM Client, "obligations" shall consist only of those obligations that arise as a result of cross-margining, cross-netting or other similar arrangements with respect to the FCM Cleared Transactions being transferred or the FCM Client's related collateral.

Section 6.3.3 Partial Transfers

Article 6.3.3.1

Upon the instruction of an FCM Client via a Receiving Clearing Member (as set out in Section 5 of the FCM Procedures) to transfer a portion of the FCM Cleared Transactions attributable to such FCM Client from the relevant FCM Client Trade Account of a Carrying Clearing Member (the "**Porting FCM Cleared Transactions**"), LCH SA shall transfer (such transfer to occur by novation of such Porting FCM Cleared Transactions rather than by closeout and rebooking of new FCM Cleared Transactions) the Porting FCM Cleared Transactions registered in the name of the Carrying Clearing Member on behalf of such FCM Client to a Receiving Clearing Member, designated by the FCM Client as set out in Section 5 of the Procedures, provided that:

- (i) such FCM Client is solvent (such FCM Client will be presumed to be solvent by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA);
- (ii) neither the Carrying Clearing Member nor the Receiving Clearing Member is a Defaulting Clearing Member, and no Event has occurred or is occurring with respect to either the Carrying Clearing Member or the Receiving Clearing Member;
- (iii) the Receiving Clearing Member and Carrying Clearing Member are each FCMs, and the Receiving Clearing Member is in compliance with all obligations imposed on it as an FCM Clearing Member;
- (iv) the Receiving Clearing Member has consented in writing to such transfer, and has performed all necessary steps to allow LCH SA to open one FCM Client Trade Account and one FCM Client Margin Account in respect of the relevant FCM Client in its Account Structure;

EXHIBIT 5.1

- (v) the Receiving Clearing Member has provided sufficient Collateral to LCH SA in respect of its current FCM Cleared Transactions and the Porting FCM Cleared Transactions in order to enable the transfer;
- (vi) the FCM Client has satisfied (such satisfaction to be presumed by LCH SA unless evidenced to the contrary by the Carrying Clearing Member in the manner set forth in Section 5 of the Procedures or as otherwise reasonably determined by LCH SA) all outstanding obligations that are due and payable to the Carrying Clearing Member and its Affiliates, including any increased margin due and payable that may result from the proposed transfer, unless the Carrying Clearing Member otherwise consents in writing; and
- (vii) in the event that the transfer will lead to an increased cover requirement from the Carrying Clearing Member to LCH SA, the Carrying Clearing Member provides sufficient Collateral to LCH SA in respect of such increased cover requirement.

For purposes of (vi) above, with respect to obligations owed to Affiliates of the Carrying Clearing Member by an FCM Client, "obligations" shall consist only of those obligations that arise as a result of cross-margining, cross-netting or other similar arrangements with respect to the FCM Cleared Transactions being transferred or the FCM Client's related collateral.

Section 6.3.4 Transfer of Client Assets

Article 6.3.4.1

Upon request from LCH SA, and in order to facilitate a transfer pursuant to Article 6.3.2.1, the Carrying Clearing Member shall notify LCH SA of the Client Assets which are attributable to the transferring FCM Client and, along with the Receiving Clearing Member, shall take such actions and provide such information to LCH SA in connection with the transfer as may be required by LCH SA. In the event that the Carrying Clearing Member fails to notify LCH SA of the Client Assets that are attributable to the relevant FCM Client, LCH SA shall transfer such Collateral from the Carrying Clearing Member's FCM Client Collateral Account to the Receiving Clearing Member's FCM Client Collateral Account as it deems appropriate and as set out in Section 5 of the Procedures.

Article 6.3.4.2

Once LCH SA has notified the Receiving Clearing Member of the Client Assets which are to be transferred in accordance with Article 6.3.2.1, the Receiving Clearing Member may elect to reject the transfer of some or all of the Client Assets. Any such election will not prevent the transfer of the relevant FCM Cleared Transactions and any related Client Assets which have been accepted by the Receiving Clearing Member, provided that the conditions set out in sub-paragraphs (i) to (vi) of Article 6.3.2.1 are satisfied in relation to such transfer.

EXHIBIT 5.1

Section 6.3.5 Transfer process

Article 6.3.5.1

- (i) By notifying LCH SA of a request to accept a transfer of some or all of the FCM Cleared Transactions of an FCM Client, and the related Client Assets if applicable, pursuant to Article 6.3.2.1 or 6.3.3.1, the Receiving Clearing Member shall be deemed to have represented to LCH SA that all of the conditions set forth herein and in Section 5 of the Procedures to the transfer of the account of the FCM Client have been satisfied. Upon receipt of such transfer instructions, and provided that it does not determine, in its sole discretion, that the transfer cannot be effected under this CDS Clearing Rule Book, LCH SA shall transfer the FCM Cleared Transaction(s) into the relevant FCM Client Trade Account of the Receiving Clearing Member.
- (ii) In the case where a transfer of FCM Cleared Transactions pursuant to Article 6.3.2.1 will include the transfer of the related Client Assets:
 - (1) In respect of Client Assets comprising Cash Collateral, such transfer shall be effected as follows:
 - (A) the Carrying Clearing Member shall relinquish all rights to such Client Assets (including, for the avoidance of doubt, any beneficial interest and/or equity of redemption in respect thereof);
 - (B) such Client Assets shall immediately upon such relinquishment be held by LCH SA on behalf of the Receiving Clearing Member; and
 - (C) the Receiving Clearing Member's rights to such Client Assets arising as described in paragraph (B) above shall become, in respect of the relevant FCM Cleared Transactions, subject to the title transfer security arrangements entered into between the Receiving Clearing Member and LCH SA in relation to the provision of cover.
 - (2) In respect of Client Assets that are subject to the security interest granted by the Receiving Clearing Member pursuant to Regulation 5 of the FCM CDS Clearing Regulations, such transfer shall be effected in accordance with Section 3 of the Procedures.
- (iii) For the avoidance of doubt, the Carrying Clearing Member shall have no right or entitlement to assert any claim over, or right with respect to, the Client Assets transferred.
- (iv) The transfer of the FCM Cleared Transactions and related Client Assets shall be deemed to occur simultaneously, and the transfer of the FCM Cleared Transactions shall be conditioned on the transfer of the related Client Assets, and vice versa.

EXHIBIT 5.1

- (v) If the transfer of all of such FCM Cleared Transactions and related Client Assets is not completed for any reason, then any actual transfer of Client Assets or FCM Cleared Transactions that has occurred, as the case may be, shall be deemed void, and any actual transfer of Client Assets or FCM Cleared Transactions that has occurred shall be immediately unwound.

Article 6.3.5.2

In making any transfer of FCM Cleared Transactions and Client Assets pursuant to this TITLE VI, Chapter 3, LCH SA shall be authorized and entitled to rely conclusively on the instructions of and information provided by the relevant FCM Clearing Member(s), which shall be solely responsible for all such instructions and information, including ensuring that the transfer is properly authorized and that the appropriate FCM Client Trade Account, FCM Client Margin Account, FCM Cleared Transactions and Client Assets have been identified.

EXHIBIT 5.1

CHAPTER 4 – LIQUIDATION EVENT

Article 6.4.1.1

If at any time a liquidation date, howsoever described in the relevant clearing agreement or addendum to an existing agreement between an FCM Clearing Member and its FCM Client relating, in whole or in part, to clearing of ODS and/or Index Swaptions, as the case may be, through the ODS Clearing Service, occurs in respect of one or more of the FCM Cleared Transaction(s) carried by an FCM Clearing Member for the account of an FCM Client and, at the time of such liquidation date, the relevant FCM Clearing Member is not a Defaulting Clearing Member, the relevant FCM Clearing Member may instruct LCH SA to transfer the relevant Client Cleared Transactions from the relevant FCM Client Trade Account to its FCM House Trade Account, in accordance with this TITLE VI, Chapter 4 and the Procedures.

Article 6.4.1.2

Subject to Article 6.4.1.3 below, LCH SA will arrange a transfer of the relevant Client Cleared Transactions as soon as reasonably practicable (and usually within 24 hours of receipt of the documents listed in paragraphs (i) to (iii) of Article 6.4.1.3 below).

Article 6.4.1.3

A transfer pursuant to this Article 6.4.1.3 will be subject to the receipt by LCH SA of the following:

- (i) a copy of the notice from the relevant FCM Clearing Member to the relevant FCM Client designating the relevant liquidation date, or if such liquidation date has occurred automatically, evidence of the relevant event of default or liquidation event having occurred;
- (ii) a copy of the notice served by the relevant FCM Clearing Member on the relevant FCM Client alerting that FCM Client of its intention to request a transfer of the relevant Client Cleared Transactions attributable to the FCM Client pursuant to this TITLE VI, Chapter 4; and
- (iii) an indemnity from the relevant FCM Clearing Member in a form suitable to LCH SA to cover any losses, costs or expenses incurred by LCH SA in connection with the transfer.

EXHIBIT 5.1

APPENDIX 1
CDS DEFAULT MANAGEMENT PROCESS

1 Interpretation

Capitalised terms used in this Appendix 1, which sets out the CDS Default Management Process, and not otherwise defined in Clause 1.1, shall have the meaning given in Section 1.1.1 of the CDS Clearing Rule Book, as may be amended from time to time.

1.1 Definitions

"Adjusted Loss Distribution Cap Amount" means, in respect of any Non-Defaulting Clearing Member, such amount as agreed between that Non-Defaulting Clearing Member and LCH SA pursuant to Clause 7.3;

"Auction Non Bidder Bid Size" means for each Auction Package (including any Residual Auction Package) and each Non Bidder, the Non Bidder's Minimum Bid Size (or Recalculated Minimum Bid Size for any Residual Auction Package) minus the aggregate Bid Size of the Market Bids submitted by the Non Bidder for the Auction Package, or Residual Auction Package as the case may be;

"Auction Non Bidder Fraction" is for each Non Bidder and each Auction Package, or Residual Auction Package as the case may be, the ratio of the Auction Non Bidder Bid Size to the member's Minimum Bid Size (or Recalculated Minimum Bid Size for any Residual Auction Package);

"Auction Package" means a portfolio of Auction Transactions reflecting one or more Cleared Transactions registered in the name of the Defaulting Clearing Member, together with any connected hedging trades that have been concluded by LCH SA through Hedging;

"Auction Package Weight" is for each Auction Package the ratio of the Spread Margin of the said Auction Package to the aggregate of Spread Margin across all Auction Packages. For the purposes of the foregoing, if for an Auction Package there is a Residual Auction Package which is subject to a second round of Competitive Bidding, the Auction Package Weight shall be divided as between the Reduced Auction Package and the Residual Auction Package on a *pro rata* basis by reference to the percentage of the Auction Package that is subject to the Residual Auction Package;

"Auction Participant" means each Non-Defaulting Clearing Member or, acting in the place of a Non-Defaulting Clearing Member, an affiliated Clearing Member or alternatively, a non-clearing member Affiliate that deals through the Clearing Member, or an LCH Approved Outsourcing Agent of such Non-Defaulting Clearing Member, in any case which LCH SA has previously determined is capable of successfully participating in the CDS Default Management Process in accordance with Article 2.2.1.1;

EXHIBIT 5.1

"**Auction Portfolio**" means all the House Cleared Transactions of a Defaulting Clearing Member and/or the Non-Ported Cleared Transactions attributable to such Defaulting Clearing Member together with any connected hedging trades that have been concluded by LCH SA through Hedging;

"**Auction Transactions**" means the transactions making up an Auction Package;

"**Available CDS Funds**" means the amount of resources available to LCH SA as calculated in accordance with Clause 8.4;

"**Available Resources**" means, in respect of any Loss Distribution Period, the amounts available to LCH SA for application in meeting any Damage suffered or incurred by LCH SA in accordance with sub-paragraphs (i) to (vi) (inclusive) of Article 4.3.3.1 of the CDS Clearing Rule Book as at the relevant Last Call prior to Default;

"**Bid**" means a bid submitted to LCH SA by an Auction Participant as part of Competitive Bidding;

"**Bid Credit**" has the meaning set out in Clause 5.9(i);

"**Bid Deadline**" means the time by which Bids must be submitted in any Competitive Bidding;

"**Bid Price**" means the price submitted to LCH SA by an Auction Participant representing the nominal price that an Auction Participant would either:

- (i) pay to LCH SA; or
- (ii) require LCH SA to pay to it,

in each case in order to accept the registration of the Auction Transactions reflecting the Auction Package;

"**Bid Size**" means, for any Bid, the specified percentage of the Auction Package or the Residual Auction Package, as the case may be, as set out by an Auction Participant;

"**Cash Gain**" means, in respect of any Cash Gainer and any Loss Distribution Day, the amount of positive Cumulative Hypothetical Gains, Losses and Realised Cash Flows in respect of such Cash Gainer in respect of such Loss Distribution Day;

"**Cash Gainer**" means each Margin Account in respect of which the Cumulative Hypothetical Gains, Losses and Realised Cash Flows in respect of such Loss Distribution Day is greater than zero;

"**Cash Gainer Adjustment**" has the meaning set out in Clause 7.1.1;

"**Cash Loser**" means each Margin Account in respect of which the Cumulative Hypothetical Gains, Losses and Realised Cash Flows in respect of such Loss Distribution Day is equal to or less than zero;

"**Cash Loser Adjustment**" has the meaning set out in Clause 7.1.2;

EXHIBIT 5.1

"CDS Default Management Guidance Manual" means the detailed guidance manual developed by LCH SA, in consultation with the CDS Default Management Committee, setting out guidance for the CDS Default Management Group on the conduct of the Default Management Process in accordance with the principles set out in the CDS Default Management Process;

"CDS Repayment Amount" means the Negative CDS Repayment Amounts and the Positive CDS Repayment Amounts;

"Clearing Member Adjustment Amount" means, in respect of the Margin Account(s) of any Non-Defaulting Clearing Member and any Loss Distribution Day, an amount equal to the sum of the Cumulative Hypothetical Gains, Losses and Realised Cash Flows in respect of such Margin Account(s) of such Clearing Member less the sum of the Cumulative Actual Gains, Losses and Realised Cash Flows in respect of such Margin Account(s) of such Clearing Member, in each case in respect of the Loss Distribution Period in which such Loss Distribution Day falls, provided that the calculations shall be conducted separately for House Margin Account(s) and Client Margin Account(s);

"Client LCH Repayment Amount" has the meaning set out in Clause 8.5.

"Competitive Bidding" means the competitive auction process in which Auction Participants submit Bids for Auction Package(s), described in Clause 5 of the CDS Default Management Process, as may be supplemented, from time to time, by the CDS Default Management Guidance Manual;

"Confidential Material" means data (including but not limited to portfolio data) and documents, which are not in the public domain and which are disclosed to a Clearing Member, its associated companies and advisers, or to which a Clearing Member obtains or otherwise has access as a result of participation in the Default Management Process as a member of the CDS Default Management Group (which, for the avoidance of doubt, does not include any information, data, or documents provided to LCH SA by the Clearing Member);

"Cumulative Actual Gains, Losses and Realised Cash Flows" means, in respect of each Margin Account of each Non-Defaulting Clearing Member and any Business Day, the aggregate amount, if any, paid by LCH SA to such Clearing Member (expressed as a positive number) or by such Clearing Member to LCH SA (expressed as a negative number) in respect of such Margin Account by way of Product Cash Payments, Variation Margin and Margin Account Adjustment from but excluding the relevant Last Call prior to Default to and including such Business Day;

"Cumulative Hypothetical Gains, Losses and Realised Cash Flows" means, in respect of each Margin Account of each Non-Defaulting Clearing Member and any Business Day, the sum of the Pre Haircut Gains, Losses and Realised Cash Flows for such Margin Account for each day from but excluding the relevant Last Call prior to Default to and including such Business Day;

EXHIBIT 5.1

"Cumulative LCH Transfer Cost" means, on any Business Day during any Loss Distribution Period, the sum of any LCH Transfer Cost for each day from but excluding the relevant Last Call prior to Default to and including such Business Day;

"Discounted CDS Repayment Amount" means the amount determined in relation to a Positive CDS Repayment Amount in accordance with Clause 7.4;

"Distribution Haircut" or **"DH"** means, on each Loss Distribution Day, the fraction determined by LCH SA in accordance with the following formula:

$$DH_{(t)} = LUL_{(t)} / TCH_{(t)}$$

where:

"LUL" means the LCH Uncovered Loss; and

"TCH" means the Total Cumulative Hypothetical Gains, Losses and Realised Cash Flows;

"DMG Member" means a Clearing Member representative within the CDS Default Management Group;

"DMG Representatives" has the meaning set out in Clause 11.2.2 ;

"DMG Rotation Plan" has the meaning set out in Clause 11.2.2;

"DMG Term" has the meaning set out in Clause 11.2.2;

"Early Termination Trigger Date" means the date specified in Clause 8.1;

"Hedging" means the process of reducing the market risk associated with a Defaulting Clearing Member's obligations to LCH SA under Cleared Transactions by reducing the exposure prior to Competitive Bidding, as described in Clause 2.1.1 below;

"House LCH Repayment Amount" has the meaning set out in Clause 8.5.

"Information Barrier" means an information barrier established within the different divisions of a Clearing Member to avoid any conflict of interest;

"Initial Allocation Price" means the price at which the entire Auction Package (subject to adjustment pursuant to Clause 5.6.3 (i)) is allocated in accordance with Clauses 5.6.2 and 5.8.1;

"Initial Transfer Payable" means the amount an Auction Participant or a Non Bidder, as appropriate, must pay to LCH SA in order to accept the registration of Auction Transactions reflecting the aggregate Bid Size(s) of its Initial Winning Bid(s), as determined in accordance with Clause 5.6.1(iii) or 5.6.3 (iii), as the case may be;

"Initial Transfer Receivable" means the amount an Auction Participant or a Non Bidder, as appropriate, must receive from LCH SA in order to accept the registration of Auction Transactions reflecting the aggregate Bid Size(s) of its Initial Winning Bid(s), as determined in accordance with Clause 5.6.1(iii) or 5.6.3 (iii), as the case may be;

EXHIBIT 5.1

"**Initial Winning Bid**" means a Bid (or part thereof) which has been allocated against the Auction Package at the Initial Allocation Price or at the Non Bidder Allocation Price pursuant to Clause 5.6.1 or 5.6.3, as may be amended in accordance with Clause 5.8.1 if appropriate;

"**Initial Winning Bidder**" means an Auction Participant or Non Bidder, as the case may be, holding an Initial Winning Bid who is notified of this pursuant to Clause 5.6.4;

"**Invoice Back**" means the process by which a Cleared Transaction of the same CDS Type or Swaption Type, as applicable, is created by LCH SA with the role of CDS Buyer or Index Swaption Buyer, as applicable and CDS Seller or Index Swaption Seller, as applicable, reversed and, at LCH SA's discretion, a different price or premium and other terms as are determined by LCH SA applied. The term "**Invoicing Back**" and other similar expressions shall be construed accordingly;

"**Last Call prior to Default**" means the most recent Business Day on which payments of Margin required to be made by Clearing Members were made in full;

"**LCH Repayment Amount**" means the amount payable to LCH SA by a Clearing Member or by a Clearing Member to LCH SA in accordance with Clause 8.5;

"**LCH Transfer Cost**" means the cost to LCH SA of registering all Auction Transactions making up the Auction Package within the Account Structure of one or more Auction Participants following the conclusion of Competitive Bidding;

"**LCH Transfer Receipt**" means the amount to be received by LCH SA for registering all Auction Transactions making up the Auction Package within the Account Structure of one or more Auction Participants following the conclusion of Competitive Bidding;

"**LCH Uncovered Loss**" means, in respect of LCH SA on any Business Day in any Loss Distribution Period, the amount calculated in accordance with the following formula:

$$\text{LCH Uncovered Loss}_{(t)} = \text{Max} (0, (\text{TCPH}_{(t)} + \text{CLC}_{(t)} - \text{AR}))$$

where:

"TCPH" means the Total Cumulative Pre Haircut Gains, Losses and Realised Cash Flows;

"CLC" means the Cumulative LCH Transfer Cost;

"AR" means the Available Resources; and

the LCH Uncovered Loss as at the Last Call prior to Default shall be zero;

"**Loss Distribution Cap Amount**" means, in respect of any Non-Defaulting Clearing Member and any Loss Distribution Period, an amount equal to:

- (i) the higher of (A) EUR 100,000,000; (B) the product of (1) 100 per cent. and (2) the Contribution Requirement of such Non-Defaulting Clearing Member as at the last revaluation date prior to the declaration of the Event of Default at the beginning of

EXHIBIT 5.1

that Loss Distribution Period in accordance with Article 4.4.1.5 and Article 4.4.1.6 and ignoring any increase pursuant to Article 4.4.1.8; and (C) its Adjusted Loss Distribution Cap Amount; minus

- (ii) the net amount of any Margin Account Adjustment paid and/or received by such Clearing Member to LCH SA with respect to each Margin Account of such Clearing Member as a result of the application of the Loss Distribution Process in any previous Loss Distribution Period the first day of which falls within the same CDS Post-Default Period as such Loss Distribution Period (but, for the avoidance of doubt, excluding any Loss Distribution Period the first day of which falls within a different CDS Post-Default Period),

or such other cap as may be agreed from time to time between LCH SA and the Risk Committee provided that the relevant percentage specified in (i)(B)(1) above shall not be greater than 100% and further provided that no such amendment to the definition of the Loss Distribution Cap Amount shall be made during any CDS Post-Default Period relating to such Loss Distribution Period;

"Loss Distribution Day" means any Business Day in a Loss Distribution Period on which LCH SA, in consultation with the CDS Default Management Group, prior to calling for Collateral in respect of each Clearing Member's Margin Requirement in accordance with the provisions of Section 3 of the Procedures on such Business Day, determines that the LCH Uncovered Loss for that Business Day is greater than zero;

"Loss Distribution Period" means the period from, but excluding, the day on which an Event of Default is declared with respect to any Clearing Member pursuant to Article 4.3.1.2 to but excluding the earlier of:

- (i) the Clearing Day on which the Transfer Positions relating to any Auction Package(s) in connection with that Defaulting Clearing Member, or, if any Event of Default is declared pursuant to Article 4.3.1.2 with respect to any other Clearing Member prior to the end of a Loss Distribution Period, any subsequent Defaulting Clearing Member, have been registered in the Account Structure of the relevant Auction Participants and all payments required to be made by such Auction Participants and/or LCH SA have been made in full; or
- (ii) the Early Termination Trigger Date;

"Margin Account Adjustment" means, in respect of each Margin Account and any Business Day, any Cash Gainer Adjustment or Cash Loser Adjustment as the case may be payable in connection with such Margin Account on such Business Day;

"Margin Repayment Amount" has the meaning set out in Clause 8.5;

"Market Bid" means any Bid which satisfies the Market Bid Metric and any other Bid which LCH SA has determined not to be a Non Market Bid;

EXHIBIT 5.1

"**Market Bid Metric**" is satisfied by a Bid where:

- (i) in respect of a Bid for an Auction Package for which there will be an LCH Transfer Cost, the Bid Price is equal to or less than the aggregate of: (i) the Relevant Pro Rata Share of the Initial Allocation Price or Residual Allocation Price, as the case may be, and (ii) the Relevant Pro Rata Share of two times the Spread Margin calculated for the Auction Package on the basis of the Initial Allocation Price or Residual Allocation Price, as the case may be; and
- (ii) in respect of a Bid for an Auction Package for which there will be an LCH Transfer Receipt, the Bid Price is equal to or more than the difference between: (i) the Relevant Pro Rata Share of the Initial Allocation Price or Residual Allocation Price, as the case may be, and (ii) the Relevant Pro Rata Share of two times the Spread Margin calculated for the Auction Package on the basis of the Initial Allocation Price or Residual Allocation Price, as the case may be,

where "**Relevant Pro Rata Share**" means the percentage of the Bid Size for that Bid compared to Bid Size of the Auction Package as a whole;

"**Minimum Bid Size**" has the meaning set out in Clause 5.4.4;

"**Minimum Bid Size Denominator**" means 1.25 or such other amount as may be determined by LCH SA, in consultation with the CDS Default Management Group;

"**Negative CDS Repayment Amounts**" means the negative single net sum determined in respect of the House Account Structure and each Client Account Structure of a Clearing Member in accordance with Clause 8.2;

"**Nominated Representative**" means an LCH SA representative who is nominated by the CDS Default Management Group to receive Bids in Competitive Bidding, subject that if no one individual is nominated, any of the LCH SA representatives on the CDS Default Management Group;

"**Non Bidder**" means an Auction Participant who does not submit Market Bid(s) in an amount equal to its Minimum Bid Size by the Bid Deadline (and the expiration of any grace period granted by LCH SA, in consultation with the CDS Default Management Group, pursuant to Clause 5.4.3) provided that such Auction Participant is required to bid for the relevant Auction Package(s) in accordance with Clause 5.4.1;

"**Non Bidder Allocation Price**" means the price at which Auction Transactions are allocated to Non Bidders in accordance with Clauses 5.6.3 and 5.8.1;

"**Non Market Bid**" means a Bid which LCH SA, having consulted with the CDS Default Management Group, has determined, in its sole discretion, has been submitted at a Bid Price which does not satisfy the Market Bid Metric (unless LCH SA determines otherwise in accordance with Clause 5.4.8) in respect of the relevant Auction Package subject that, if an

EXHIBIT 5.1

Auction Participant has submitted Market Bid(s) in respect of an Auction Package which, in aggregate, equal or are in excess of its Minimum Bid Size, LCH SA shall not be entitled to classify such Auction Participant as a Non Bidder in respect of other Bid(s) submitted for the same Auction Package which could otherwise be classified as Non Market Bid(s);

"Permitted Purpose" means the proper fulfilment by the Clearing Member of its duties under the CDS Default Management Process and includes, after the completion of Competitive Bidding, the use by the Clearing Member, its associated companies and advisers (to be determined by it at its discretion) of any data or documents related to Transfer Positions allocated to it by LCH SA, for the purposes of its own ongoing portfolio management and to enable it to comply with ongoing legal or regulatory requirements;

"Positive CDS Repayment Amounts" means the positive single net sum determined in respect of the House Account Structure and each Client Account Structure of a Clearing Member in accordance with Clause 8.2;

"Pre Haircut Gains, Losses and Realised Cash Flows" means, in respect of each Margin Account of each Non-Defaulting Clearing Member and any Business Day, the amount which would be paid by LCH SA to such Clearing Member (expressed as a positive number) or by such Clearing Member to LCH SA (expressed as a negative number) by way of Product Cash Payments or Variation Margin in respect of such Margin Account on such Business Day in the absence of the application of the Distribution Haircut;

"Product Cash Payments" means, in respect of each Margin Account and any Clearing Day, any Fixed Amounts, Initial Payment Amounts, Auction Settlement Amounts ~~or any~~ Cash Settlement Amounts or any Premiums (as defined for the purpose of the applicable Cleared Transaction) connected to such Margin Account on such Clearing Day;

"Recalculated Minimum Bid Size" means, for each Auction Participant, the minimum percentage of the Residual Auction Portfolio, calculated in accordance with Clause 5.9.1, for which an Auction Participant is required to submit Bid(s);

"Reduced Auction Package" means the portion of the Auction Package that is not the Residual Auction Package;

"Residual Allocation Price" means the Bid Price of the Bid(s) at which the Residual Auction Package is allocated in accordance with Clause 5.6.2, pursuant to Clause 5.9;

"Residual Auction Package" means the portion of the Auction Package that LCH SA, in consultation with the CDS Default Management Group, determines should be the subject of a second round of Competitive Bidding in accordance with Clause 5.7.1;

"Residual Transfer Payable" means the amount an Auction Participant or Non Bidder, as appropriate, must pay to LCH SA in order to accept the registration of Auction Transactions reflecting the aggregate Bid Size(s) of its Residual Winning Bid(s), as determined in accordance with Clause 5.6.1(iii) or 5.6.3 (iii), as the case may be, pursuant to Clause 5.9;

EXHIBIT 5.1

"**Residual Transfer Receivable**" means the amount an Auction Participant or Non Bidder, as appropriate, must receive from LCH SA in order to accept the registration of Auction Transactions reflecting the aggregate Bid Size(s) of its Residual Winning Bid(s), as determined in accordance with Clause 5.6.1(iii) or 5.6.3 (iii), as the case may be, pursuant to Clause 5.9;

"**Residual Winning Bid**" means a Bid (or part thereof) which has been allocated against the Residual Auction Package at the Residual Allocation Price or at the Non Bidder Allocation Price pursuant to Clause 5.6.1 or 5.6.3, pursuant to Clause 5.9;

"**Residual Winning Bidder**" means an Auction Participant or Non Bidder, as the case may be, holding a Residual Winning Bid who is notified of this pursuant to Clause 5.9.3;

"**t**" means, in respect of any determination made in relation to a Business Day, such Business Day;

"**t-1**" means, in respect of any determination made in relation to a Business Day, the Business Day immediately prior to such Business Day;

"**Total Cumulative Hypothetical Gains, Losses and Realised Cash Flows**" means, in respect of any Business Day, the sum of the Cash Gain in respect of all Cash Gainers on such Business Day;

"**Total Pre Haircut Gains, Losses and Realised Cash Flows**" means, in respect of any Business Day, the sum of the Pre Haircut Gains, Losses and Realised Cash Flows in respect of all Margin Accounts of all Non-Defaulting Clearing Members on such Business Day;

"**Total Cumulative Pre Haircut Gains, Losses and Realised Cash Flows**" means, in respect of any Business Day, the sum of the Total Pre Haircut Gains, Losses and Realised Cash Flows for each Business Day from but excluding the relevant Last Call prior to Default to and including such Business Day;

"**Total Non Bidder Fraction**" is for a Non-Defaulting Clearing Member, who is a Non Bidder for one or more Auction Packages, the sum across all Auction Packages of the product of the Auction Package Weight and the Non Bidder's Auction Non Bidder Fraction for that Non-Defaulting Clearing Member;

"**Transaction Categories**" mean the different categories of Cleared Transactions, being:

(i) Index Cleared Transactions together with the relevant off-setting Single Name Cleared Transactions;

(ii) Index Swaption Cleared Transactions together with the relevant off-setting Index Cleared Transactions;

~~(ii)(iii)~~ residual Index Cleared Transactions; ~~and~~

~~(iii)(iv)~~ residual Single Name Cleared Transactions; and

(v) residual Index Swaption Cleared Transactions;

EXHIBIT 5.1

"**Transfer Positions**" means the positions allocated to an Auction Participant pursuant to Clauses 5.6.2 and 5.8.1, if applicable;

"**Winning Bid**" means any Initial Winning Bid and/or any Residual Winning Bid; and

"**Winning Bidder**" means either an Initial Winning Bidder or a Residual Winning Bidder.

1.2 Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.3 Headings

Headings shall be ignored in interpreting the CDS Default Management Process.

1.4 Annexes etc.

References to the CDS Default Management Process shall be to this Appendix 1 and shall include any Recitals and Annexes to this Appendix 1 and references to Clauses and Annexes are to Clauses of, and Annexes to, this Appendix 1. References to paragraphs are to paragraphs of the Annexes.

2 CDS Default Management Process

2.1 The CDS Default Management Process

Subject to the CDS Client Clearing DMP, the CDS Default Management Process shall involve the following stages (notwithstanding any other tasks that LCH SA is required to perform following the declaration of an Event of Default), each of which shall be completed to the satisfaction of the CDS Default Management Group. It is intended that these stages will be: (i) commenced as soon as possible after LCH SA has declared an Event of Default to be occurring in respect of a Clearing Member in accordance with Article 4.3.1.2 (which shall ordinarily be within 2 hours); and (ii) completed as soon as possible in the context of the relevant Event of Default and, in any event, no later than 5 Clearing Days following commencement.

2.1.1 Hedging

LCH SA will, in consultation with and with the assistance of the CDS Default Management Group, reduce the market risk associated with a Defaulting Clearing Member's obligations to LCH SA so far as is reasonably practicable by hedging LCH SA's exposure in respect of the Defaulting Clearing Member's Cleared Transactions. The aim of Hedging will be to reduce market exposure so as to minimise the Spread Margin required, in respect of the Defaulting Clearing Member's Cleared Transactions, as much as possible within the time allotted, once LCH SA has declared an Event of Default in accordance with Article 4.3.1.2.

All Hedging shall be undertaken by LCH SA with Non-Defaulting Clearing Members, on the basis of separate agreements between LCH SA and each such Non-Defaulting Clearing

EXHIBIT 5.1

Member. The Non-Defaulting Clearing Members commit to participate in Hedging on a collaborative basis with LCH SA.

2.1.2 Competitive Auction

LCH SA shall then auction the Auction Package(s) to Auction Participants through Competitive Bidding. LCH SA, in consultation with the CDS Default Management Group, shall be entitled to prescribe supplementary procedures for conduct of Competitive Bidding within the CDS Default Management Guidance Manual as it considers reasonably appropriate from time to time, but always with the aim of encouraging and rewarding participation in Competitive Bidding in line with the principles laid down in the CDS Default Management Process.

2.1.3 Loss Distribution Process

In the event that LCH SA determines during a Loss Distribution Period that it has an LCH Uncovered Loss, LCH SA shall be permitted to invoke the Loss Distribution Process as set out in Clause 7.

2.1.4 Early Termination

In the event LCH SA determines that any of the circumstances as described under sub-clauses (i), (ii) or (iii) of Clause 8.1.1 have occurred, the provisions of Clause 8 will apply and LCH SA and each Clearing Member agree to be bound by such provision.

2.1.5 LCH Default

If at any stage during the operation of the CDS Default Management Process, LCH SA is subject to an LCH Default, the provisions of TITLE I, Chapter 3 shall prevail with respect to the Cleared Transactions registered in the Account Structure of the Non-Defaulting Clearing Members.

2.2 Status of the CDS Default Management Process

The CDS Default Management Process is the definitive process for default management in respect of Cleared Transactions and is specified as such in Article 4.3.2.2. In the event of any inconsistency between the CDS Default Management Process and the remainder of the CDS Clearing Documentation, the CDS Default Management Process will prevail.

2.3 LCH SA's financial resources

The financial resources available to LCH SA, and their order of use, are set out in Article 4.3.3.1.

2.4 CDS Default Management Guidance Manual

LCH SA may from time to time supplement the details of the stages set out in Clause 2.1, or any other aspects of the CDS Default Management Process or CDS Client Clearing DMP, in consultation with the CDS Default Management Committee either by way of updating the CDS Default Management Guidance Manual or immediately upon notice to Clearing Members on a case-by-case basis where LCH SA deems it appropriate to do so in the circumstances of a

EXHIBIT 5.1

particular Event of Default, provided that LCH SA may not take any such action that effects a material change to the CDS Default Management Process or CDS Client Clearing DMP unless it complies with the procedures set out in Article 1.2.2.7, as applicable.

3 Obligations and Undertakings

3.1 Continuing obligations

The Clearing Member and, as applicable, any non-clearing member Auction Participant, shall:

- 3.1.1 be bound by and act in accordance with the CDS Default Management Process, to the extent required by LCH SA;
- 3.1.2 enter Bid(s) for Auction Package(s) as part of, and in accordance with the provisions relating to, Competitive Bidding; and
- 3.1.3 take all steps and execute all documents necessary or desirable to comply with its obligations as a Clearing Member or Auction Participant arising out of the CDS Default Management Process.

3.2 Sole procedure

LCH SA agrees that:

- 3.2.1 porting or liquidation of Client Cleared Transactions pursuant to the CDS Client Clearing DMP where applicable, Competitive Bidding, as preceded by Hedging, shall be the only permitted method by which LCH SA shall offload the risk associated with the Defaulting Clearing Member's Cleared Transactions;
- 3.2.2 it shall not, under any circumstances, be permitted to invoke a non-competitive allocation procedure or Invoicing Back in respect of the Defaulting Clearing Member's Cleared Transactions; and
- 3.2.3 notwithstanding the application of the Loss Distribution Process set out in Clause 7, and absent the provisions of Clause 8 applying, it shall not be permitted to pay to Auction Participants an amount less than the Initial Transfer Receivable or the Residual Transfer Receivable for each such Auction Participant.

3.3 FCM Clearing Members

LCH SA and Clearing Members agree that, where an Event of Default as defined in Article 4.3.1.1 (v) or (vi) has been declared in respect of an FCM Clearing Member in accordance with the CDS Clearing Rule Book, this CDS Default Management Process shall be carried out:

- 3.3.1 in accordance with Regulation 4 of the FCM CDS Clearing Regulations, applicable US law and regulation (including but not limited to, as applicable, the requirements of the CEA, CFTC Regulations, the Exchange Act, SEC Regulations and applicable bankruptcy laws regarding the liquidation or transfer of FCM Cleared Transactions) and any

EXHIBIT 5.1

directions issued by a Competent Authority and/or a duly appointed trustee for the liquidation of the Defaulting FCM Clearing Member; and

- 3.3.2** in a manner that ensures the segregation of Client Assets attributable to FCM Cleared Transactions cleared on behalf of FCM Clients as is required by the CEA and CFTC Regulations, in accordance with Regulation 6 of the FCM CDS Clearing Regulations.

4 CDS Client Clearing Default Management Process

4.1 Scope

The CDS Client Clearing DMP in respect of any Relevant Client Cleared Transactions of the Defaulting Clearing Member shall involve the stages set out in this Clause 4. For the purposes of this Clause 4, a Relevant Client Cleared Transaction will be included in an Auction Package from such time as LCH SA determines that such Relevant Client Cleared Transaction will not be ported. For the avoidance of doubt, any such Auction Package will only contain Non-Ported Cleared Transactions. LCH SA shall not be entitled to include Non-Ported Cleared Transactions and House Cleared Transactions of the Defaulting Clearing Member in a single Auction Package pursuant to this Clause 4.

4.2 Stages

If a Clearing Member becomes a Defaulting Clearing Member, LCH SA shall:

- 4.2.1** return any CCM Unallocated Client Collateral or FCM Unallocated Client Excess Collateral (as applicable) to the Defaulting Clearing Member in accordance with Article 4.3.2.4;
- 4.2.2** determine whether any Client Collateral Buffer has been allocated to (I) if the Defaulting Clearing Member is a CCM, a particular CCM Client Account Structure or (II) if the Defaulting Clearing Member is an FCM Clearing Member, a particular FCM Client Margin Account in accordance with Article 4.2.2.4 and Section 2 of the Procedures and, to the extent it has:
- (i) if the Defaulting Clearing Member is a CCM, transfer an amount of Cash Collateral denominated in Euro which is equal to the CCM Allocated Client Collateral Buffer for the relevant CCM Client Account Structure from the CCM House Collateral Account to the relevant CCM Client Collateral Account; or
 - (ii) if the Defaulting Clearing Member is an FCM Clearing Member, transfer an amount of Collateral which is equal to the FCM Allocated Client Collateral Buffer for the relevant FCM Client Margin Requirement from the FCM Buffer Financial Account to the relevant FCM Client Financial Account;
- 4.2.3** take any action under Article 4.3.2.3 as it shall deem necessary in respect of the Relevant Client Cleared Transactions of the Defaulting Clearing Member and any Collateral recorded in the Client Collateral Account(s) of the Defaulting Clearing

EXHIBIT 5.1

Member (provided that any such action taken in respect of a Relevant Client Cleared Transaction is clearly referable to the relevant CCM Individual Segregated Account Client, CCM Net Omnibus Segregated Account Client, CCM Gross Omnibus Single Sub-Account Client, CCM Gross Omnibus Multi Sub-Account Client or FCM Client, as applicable);

4.2.4 if the Defaulting Clearing Member is a CCM and such Defaulting Clearing Member transfers its Client Pledged Eligible Collateral to LCH SA in accordance with Article 4.3.2.1, update its books and records to show that the Eligible Collateral has been provided to LCH SA with full title and ensure that the precise Eligible Collateral, provided in respect of each CCM Individual Segregated Account Structure, CCM Net Omnibus Segregated Account Structure and/or CCM Gross Omnibus Segregated Account Structure, is recorded in the relevant CCM Client Collateral Account(s) in accordance with Section 3 of the Procedures;

4.2.5 ascertain whether:

- (i) if the Defaulting Clearing Member is a CCM:
 - (a) each CCM Individual Segregated Account Client of the Defaulting Clearing Member has appointed a Backup Clearing Member;
 - (b) each of the CCM Net Omnibus Segregated Account Clients attributable to a single CCM Net Omnibus Segregated Account Structure of the Defaulting Clearing Member has appointed a single Backup Clearing Member;
 - (c) with respect to each CCM Gross Omnibus Segregated Account Structure of the Defaulting Clearing Member, each of the CCM Gross Omnibus Segregated Account Clients attributable to a single CCM Gross Omnibus Sub-Account Structure has appointed a single Backup Clearing Member;and
- (ii) if the Defaulting Clearing Member is an FCM Clearing Member, each of the FCM Clients of the Defaulting Clearing Member has appointed a Backup Clearing Member;

within the compulsory timeframe as set out in Clause 4.3.1 or Clause 4.3.2 [below](#) as the case may be;

4.2.6 in respect of each CCM Gross Omnibus Segregated Account Structure for which all of the Relevant Client Cleared Transactions are not to be transferred to a single Backup Clearing Member:

- (i) if the Defaulting Clearing Member has failed to transfer the Client Pledged Eligible Collateral to LCH SA within such period as LCH SA has specified in its request pursuant to Article 4.3.2.1(i), enforce the security interest granted to it

EXHIBIT 5.1

under, and in accordance with, the Pledge Agreement by appropriation of the Defaulting Clearing Member's Client Pledged Eligible Collateral in accordance with Article 4.3.2.6 and ensure that the precise Eligible Collateral is recorded in the relevant CCM Client Collateral Account; and

- (ii) determine whether Client Assets recorded in the CCM Client Collateral Account of the relevant CCM Gross Omnibus Segregated Account Structure shall be liquidated (in whole or in part) and, as the case may be, liquidate such Client Assets and credit the liquidation value of such Client Assets to the CCM Client Collateral Account of that CCM Gross Omnibus Segregated Account Structure;

4.2.7 determine the Ported Collateral, in accordance with Clause 4.5, attributable to each Client Margin Account, of the Defaulting Clearing Member (ensuring that any Collateral which has been, or is to be, transferred to the relevant Client Collateral Account pursuant to Clause 4.2.2 above is taken into account for these purposes), save where all of the Relevant Client Cleared Transactions of a CCM Gross Omnibus Segregated Account Structure are to be transferred to a single Backup Clearing Member. In such a case, LCH SA will determine the Ported Collateral attributable to that CCM Gross Omnibus Segregated Account Structure, by treating the CCM Client Margin Accounts that are part of such CCM Gross Omnibus Segregated Account Structure as if they were a single CCM Client Margin Account;

4.2.8 where a Backup Clearing Member has been appointed in accordance with Clause 4.3.1 or Clause 4.3.2 as the case may be, send details of the open Relevant Client Cleared Transactions and Ported Collateral to the nominated Backup Clearing Member in respect of (i) each CCM Client of the Defaulting Clearing Member that is a CCM, or (ii) each FCM Client of the Defaulting Clearing Member that is an FCM Clearing Member;

4.2.9 if the Defaulting Clearing Member is a CCM and where such Defaulting Clearing Member has failed to transfer its Client Pledged Eligible Collateral to LCH SA in accordance with Article 4.3.2.1(i), enforce the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriation of the Defaulting Clearing Member's Client Pledged Eligible Collateral in accordance with Article 4.3.2.6;

4.2.10 notify the Defaulting Clearing Member of those Relevant Client Cleared Transactions that will be ported to the appointed Backup Clearing Member(s) and those Non-Ported Cleared Transactions that will be liquidated pursuant to the CDS Client Clearing DMP;

4.2.11 effect porting of the Relevant Client Cleared Transactions and transfer of the Ported Collateral to the Backup Clearing Member(s);

4.2.12 once LCH SA has determined that porting in respect of a Client Account Structure will not occur, perform such risk neutralisation as is required and thereafter commence the Competitive Bidding process in respect of any Auction Packages containing Non-

EXHIBIT 5.1

Ported Cleared Transactions and, if the Defaulting Clearing Member is a CCM, enforce its security interest under, and in accordance with, the Pledge Agreement and realise the value of the Client Pledged Eligible Collateral (if any), in accordance with Clause 4.4.2, by liquidating such Client Pledged Eligible Collateral.

4.3 Portability of the Relevant Client Cleared Transactions

4.3.1 Provided that (a) (I) a CCM Individual Segregated Account Client of a Defaulting Clearing Member that is a CCM, (II) a CCM Gross Omnibus Single Sub-Account Client of a Defaulting Clearing Member that is a CCM or (III) an FCM Client of a Defaulting Clearing Member that is an FCM Clearing Member has appointed a Backup Clearing Member and informed LCH SA of the identity of such Backup Clearing Member at such time as determined by LCH SA; (b) within such period as LCH SA may determine of the service of a Default Notice on the relevant Clearing Member pursuant to Article 4.3.1.3, LCH SA has received confirmation from the Backup Clearing Member of its unconditional agreement (such agreement to be in such form as LCH SA may require at the relevant time) to act as Backup Clearing Member in relation to all the Relevant Client Cleared Transactions registered in the Client Trade Account(s) of (I) the relevant CCM Individual Segregated Account Structure, (II) the relevant CCM Gross Omnibus Single Sub-Account Structure or (III) the relevant FCM Client Account Structure and the receipt of the related Ported Collateral; (c) LCH SA has received confirmation from the relevant Client (in respect of such matters and in such form as LCH SA may require at the relevant time); and (d) if the Defaulting Clearing Member is a CCM, (I) such Defaulting Clearing Member has transferred ownership of the Client Pledged Eligible Collateral to LCH SA in accordance with the CDS Admission Agreement and Section 3 of the Procedures or LCH SA has enforced the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriating the Defaulting Clearing Member's Client Pledged Eligible Collateral (if any) in accordance with Article 4.3.2.6:

- (i) LCH SA shall either: (a) transfer all of the open Relevant Client Cleared Transactions entered into by the Defaulting Clearing Member in respect of the relevant Client to the appointed Backup Clearing Member; or (b) terminate and close out such Relevant Client Cleared Transactions at their market value (as determined by LCH SA in its discretion) and enter into replacement Cleared Transactions on equivalent terms to such Relevant Client Cleared Transactions with the appointed Backup Clearing Member in respect of the relevant Client. Transferred or replacement Relevant Client Cleared Transactions will be registered in a Client Trade Account of the Backup Clearing Member and the Ported Collateral (where transferred in accordance with paragraph (ii) of this Clause 4.3.1) will be credited to the relevant Client Collateral Account of the Backup Clearing Member overnight, in accordance with this Clause 4.3.1;

EXHIBIT 5.1

- (ii) where the relevant Client instructs a transfer of the Ported Collateral recorded in the relevant Client Collateral Account (including the CCM Client Collateral Account of a CCM Indirect Client Segregated Account Structure, if applicable) and attributable to the relevant CCM Client Margin Account, to the appointed Backup Clearing Member, LCH SA shall give effect to such instruction; and
- (iii) the amount due to be returned to the Defaulting Clearing Member in respect of the relevant Client shall be reduced by an amount equal to the value of the Ported Collateral transferred to the Backup Clearing Member, as referred to in paragraph (ii) of this Clause 4.3.1.

4.3.2 Provided, if the Defaulting Clearing Member is a CCM, that (a) (I) all of the CCM Net Omnibus Segregated Account Clients within a CCM Net Omnibus Client Set of a Defaulting Clearing Member or (II) all of the CCM Gross Omnibus Multi Sub-Account Clients within a CCM Gross Omnibus Multi Sub-Account Client Set of a Defaulting Clearing Member, have appointed a single Backup Clearing Member and informed LCH SA of the identity of such Backup Clearing Member at such time as determined by LCH SA; (b) within such period as LCH SA may determine of the service of a Default Notice on the relevant Clearing Member pursuant to Article 4.3.1.3, LCH SA has received confirmation from the Backup Clearing Member of its unconditional agreement (such agreement to be in such form as LCH SA may require at the relevant time) to act as Backup Clearing Member in relation to all the Relevant Client Cleared Transactions registered in the relevant Client Trade Accounts and the receipt of the related Ported Collateral; (c) LCH SA has received confirmation from each of such CCM Clients (in respect of such matters and in such form as LCH SA may require at the relevant time); and (d) such Defaulting Clearing Member has transferred ownership of the Client Pledged Eligible Collateral to LCH SA in accordance with the CDS Admission Agreement or LCH SA has enforced the security interest granted to it under, and in accordance with, the Pledge Agreement by appropriating the Defaulting Clearing Member's Client Pledged Eligible Collateral (if any) in accordance with Article 4.3.2.6:

- (i) LCH SA shall either (a) transfer all of the open Relevant Client Cleared Transactions entered into by the Defaulting Clearing Member in respect of the relevant CCM Clients to the appointed Backup Clearing Member; or (b) terminate and close out such Relevant Client Cleared Transactions at their market value (as determined by LCH SA in its discretion) and enter into replacement Cleared Transactions on equivalent terms to such Relevant Client Cleared Transactions with the appointed Backup Clearing Member in respect of the relevant CCM Clients. Transferred or replacement Relevant Client Cleared Transactions will be registered in Client Trade Accounts of the Backup Clearing Member and the Ported Collateral (where transferred in accordance with paragraph (ii) of this Clause 4.3.2) will be credited to the relevant Client

EXHIBIT 5.1

Collateral Account of the Backup Clearing Member overnight, in accordance with this Clause 4.3.2;

- (ii) where each of the relevant CCM Clients instructs a transfer of the Ported Collateral attributable to the relevant CCM Client Collateral Account to the appointed Backup Clearing Member, LCH SA shall give effect to such instruction; and
- (iii) the amount due to be returned to the Defaulting Clearing Member in respect of the relevant CCM Clients shall be reduced by an amount equivalent to the Ported Collateral transferred to the Backup Clearing Member, as referred to in paragraph (ii) of this Clause 4.3.2.

4.3.3 For the purposes of Clause 4.3.1 or Clause 4.3.2 above, the relevant Client may provide consent to LCH SA in writing (including by facsimile and email) and shall not be entitled to withdraw such consent once received by LCH SA.

4.4 Non-portability of the Relevant Client Cleared Transactions

In relation to each Client Account Structure in respect of which the Defaulting Clearing Member has Non-Ported Cleared Transactions, LCH SA shall:

- 4.4.1** carry out Hedging and Competitive Bidding, in relation to such Non-Ported Cleared Transactions, in accordance with the provisions of the CDS Default Management Process, save that when establishing the Auction Packages for Competitive Bidding, LCH SA shall not combine the House Cleared Transactions of the Defaulting Clearing Member with such Non-Ported Cleared Transactions in a single Auction Package;
- 4.4.2** if the Defaulting Clearing Member is a CCM, enforce its security interest under, and in accordance with, the Pledge Agreement and realise the value of the Client Pledged Eligible Collateral (if any) associated with each CCM Client Account Structure, by liquidating such Pledged Eligible Collateral in accordance with Article 4.3.2.7 and crediting such value to the relevant CCM Client Collateral Account(s);
- 4.4.3** calculate an amount (the "**CDS Client Clearing Entitlement**") equal to:
 - (i) a *pro rata* share of the value (whether positive value or negative) arising from the liquidation of such Defaulting Clearing Member's Non-Ported Cleared Transactions such *pro rata* share being determined in accordance with the methodology set out in Clause 4.5.2; plus
 - (ii) (a) if the Defaulting Clearing Member is a CCM, in respect of:
 - (I) a CCM Individual Segregated Account Structure, the liquidation value of the Client Assets recorded in the relevant Client Collateral Account(s); or

EXHIBIT 5.1

- (II) a CCM Net Omnibus Segregated Account Client or a CCM Gross Omnibus Segregated Account Client, a *pro rata* share of the liquidation value of the Client Assets recorded in the relevant Client Collateral Account, such *pro rata* share being determined by LCH SA in its sole discretion;
 - (b) if the Defaulting Clearing Member is an FCM Clearing Member, in respect of each FCM Client, the value of the Client Assets attributable to such FCM Client's FCM Client Financial Account; minus
 - (iii) a *pro rata* share of the costs of any Hedging undertaken, such *pro rata* share being determined in accordance with the methodology set out in Clause 4.5.2; minus
 - (iv) a *pro rata* share of any costs, liabilities and expenses incurred or borne by LCH SA in connection with the implementation of the CDS Client DMP including, in particular, costs and amounts referred to in (i) and (iii) of this Clause 4.4.3, such *pro rata* share being determined in accordance with the methodology set out in Clause 4.5.2;
- 4.4.4 if the Defaulting Clearing Member is a CCM, pay to such Client an amount equal to the relevant CDS Client Clearing Entitlement, in accordance with the Delegation.

4.5 Calculation process

- 4.5.1 Determination of the Ported Collateral and calculation of the CDS Client Clearing Entitlement for each Client will be undertaken by LCH SA in accordance with its own records based on information provided to it by the Defaulting Clearing Member. LCH SA shall be under no obligation to verify or conduct any independent enquiry in respect of any such information and shall be entitled for all purposes to treat it as definitive. However, LCH SA may, in its absolute discretion, adjust its records to reflect any matter which it believes should be taken into account in determining the Ported Collateral and/or calculating the CDS Client Clearing Entitlements.
- 4.5.2 When Non-Ported Cleared Transactions attributable to different Clients are dealt with as a single Auction Package, the *pro rata* share ("**PRS**") of the amounts specified in (i), (iii) and (iv) of Clause 4.4.3 should be determined on the basis of the following formula:

$$PRS = \frac{A}{B}$$

Where:

A is either: (i) if the Defaulting Clearing Member is a CCM, (a) the last Client Margin Requirement for the Client Margin Account(s) maintained by the Defaulting Clearing Member in respect of (I) a CCM Individual Segregated Account Structure or (II) a CCM

EXHIBIT 5.1

Gross Omnibus Single Sub-Account Structure (as applicable) calculated and satisfied prior to the Event of Default occurring; or (b) a portion of the last Client Margin Requirement for the Client Margin Account maintained by the Defaulting Clearing Member in respect of (I) a CCM Net Omnibus Segregated Account Structure or (II) a CCM Gross Omnibus Multi Sub-Account Structure (as applicable) calculated and satisfied prior to the Event of Default occurring as attributed to the relevant CCM Net Omnibus Segregated Account Client in such CCM Net Omnibus Segregated Account Structure or the relevant CCM Gross Omnibus Multi Sub-Account Client in such CCM Gross Omnibus Multi Sub-Account Structure (as applicable), such portion being determined by LCH SA in its sole discretion; or (ii) if the Defaulting Clearing Member is an FCM Clearing Member, the last Client Margin Requirement for the FCM Client Margin Account maintained by the FCM Clearing Member on behalf of an FCM Client calculated and satisfied prior to the Event of Default occurring; and

B is the last Client Margin Requirement for each Client Margin Account of the Defaulting Clearing Member in which the Non-Ported Cleared Transactions which are the subject of the relevant Auction Package are contained, calculated and satisfied prior to the Event of Default occurring.

5 Competitive Bidding

5.1 Principles of Competitive Bidding

LCH SA, in consultation with the CDS Default Management Group, shall ensure that Competitive Bidding is carried out in accordance with the following principles:

- (i) all Non-Defaulting Clearing Members (directly or through an Affiliate or an LCH Approved Outsourcing Agent acting in its place as the Auction Participant) shall be required to participate in Competitive Bidding;
- (ii) all Auction Participants should be encouraged and incentivised to participate in Competitive Bidding; and
- (iii) Competitive Bidding should be structured to ensure that the risk associated with the Defaulting Clearing Member is offloaded by the cancellation of the Defaulting Clearing Member's Cleared Transactions at a price set in a commercially reasonable manner and their replacement with equivalent Cleared Transactions registered within the Account Structure of Non-Defaulting Clearing Member(s).

5.2 Construction of Auction Packages

5.2.1 Determination by LCH SA

LCH SA will determine, in consultation with the CDS Default Management Group, the number of Auction Packages to be subject to Competitive Bidding.

EXHIBIT 5.1

LCH SA shall be permitted to establish multiple Auction Packages divided either by reference to the different Transaction Categories or within the same Transaction Category, provided that the determination of Auction Packages by LCH SA is made in accordance with Clause 4.4.1.

The determination of LCH SA, in consultation with the CDS Default Management Group, shall be made in its discretion depending on the context of the particular Event of Default and the circumstances of the Defaulting Clearing Member.

5.2.2 Off-setting

Where a decision is taken to divide the Auction Portfolio into multiple Auction Packages in accordance with Clause 5.2.1, LCH SA, in consultation with the CDS Default Management Group, shall undertake such division at its discretion in good faith with a view to ensuring that Competitive Bidding is carried out in accordance with the principles set out in Clause 5.1. In exercising its discretion under this Clause 5.2.2, LCH SA, in consultation with the CDS Default Management Group, shall consider, wherever possible, taking into account LCH SA's margining methodology, including within each Auction Package, any Cleared Transactions which have been offset for the purposes of calculating the Defaulting Clearing Member's Margin Requirement under Article 4.2.3.1.

5.3 Competitive Bidding for multiple Auction Packages

LCH SA shall hold a separate auction for each Auction Package. The principles set out in Clauses 5.4 to 5.9.2 shall govern Competitive Bidding for each Auction Package and shall apply to each Auction Package separately.

5.4 Conduct of Competitive Bidding

5.4.1 Participation in Competitive Bidding

All Auction Participants are required to participate in Competitive Bidding for each Auction Package notwithstanding that any Auction Participant may not have registered within its Account Structure a Cleared Transaction of the type included in the relevant Transaction Category for an Auction Package, save where:

- (i) an Auction Package comprises Single Name Cleared Transactions whose Reference Entity is the Auction Participant, in which case that Auction Participant is not required to participate in Competitive Bidding for that Auction Package;
- (ii) an Auction Participant is a Select Member, in which case such Auction Participant is not required to participate in Competitive Bidding for an Auction Package containing any Cleared Transaction that does not belong to any Product Family as set out in that Select Member's Product Family Form in force on the Business Day immediately preceding the CDS Post-Default Period; ~~and~~

(iii) an Auction Participant is not registered for the Index Swaption Clearing Service in accordance with Section 1 of the Procedures, in which case such Auction Participant

EXHIBIT 5.1

is not required to participate in Competitive Bidding for an Auction Package containing any Index Swaption Cleared Transaction; and

~~(iii)~~(iv) LCH SA reasonably considers on a non-discriminatory basis that such Auction Participant is not required to participate in Competitive Bidding for that Auction Package.

Where two or more Auction Participants within a Financial Group request LCH SA to treat them as a single Auction Participant for the purpose of requiring participation in Competitive Bidding under this Clause 5.4.1, LCH SA shall consent to such a request.

5.4.2 Bidding Process

Subject to Clause 9 and in accordance with the procedure set out in the CDS Default Management Guidance Manual, LCH SA, in consultation with the CDS Default Management Group shall determine, and notify to each Auction Participant the following:

- (i) the number of Auction Packages, the size and direction of each Auction Package and such other information as may reasonably be considered necessary for the Auction Participants to receive;
- (ii) the number of Auction Participants required to participate in the Competitive Bidding for that Auction Package pursuant to Clause 5.4.1, taking into account the treatment of Auction Participants within a Financial Group as a single Auction Participant;
- (iii) the Minimum Bid Size Denominator;
- (iv) in respect of each Auction Package, the Minimum Bid Size for each Auction Participant required to participate in the Competitive Bidding for that Auction Package pursuant to Clause 5.4.1;
- (v) the identity of the Nominated Representative; and
- (vi) the Bid Deadline.

5.4.3 Bidding

Each Auction Participant who participates in Competitive Bidding for an Auction Package is required to submit their Bid(s) in accordance with Clauses 5.4.4 to 5.4.7 below, to the Nominated Representative. Each Bid will specify the Bid Size and the Bid Price. By submitting a Bid, an Auction Participant represents that it will accept the registration of Auction Transactions equivalent to the Bid Size of the Bid at a cost determined in accordance with these provisions.

Auction Participants will be required to submit their Bid(s) by the Bid Deadline. However, in the event that LCH SA provides notification to all Auction Participants in reasonable time prior to the Bid Deadline, a grace period may be granted to all Auction Participants

EXHIBIT 5.1

provided that such grace period shall be no longer than one hour, after consultation with the CDS Default Management Group.

Where Bids are received after the Bid Deadline (and the expiration of any grace period granted by LCH SA, pursuant to this Clause 5.4.3), LCH SA may, in its absolute discretion, reject a Bid on the grounds that it would prevent the CDS Default Management Process being completed within the targeted timeframe set out in Clause 2.1.

5.4.4 Minimum Bid Size

For each Auction Package, each Auction Participant who is required to bid for that Auction Package in accordance with Clause 5.4.1 above shall be required to submit Bid(s) in an amount equal to or greater than its Minimum Bid Size. The Minimum Bid Size ("MBS") shall be calculated by LCH SA in accordance with the following formula and expressed as a percentage:

$$MBS = \left[\frac{A}{B} \right] \times C$$

Where:

A is the amount of the Auction Participant's contribution to the CDS Default Fund as at the last revaluation date prior to the declaration of the relevant Event of Default by LCH SA in accordance with Article 4.4.1.3. For the purposes of this calculation, an Auction Participant's contribution shall be the aggregate of its Contribution and the Contribution of any other Clearing Member in its Financial Group and with whom it is being treated as a single Auction Participant, pursuant to Clause 5.4.1.

B is the sum of Contributions of all Auction Participants who are required to bid for that Auction Package in accordance with Clause 5.4.1 above, as at the last revaluation date of the CDS Default Fund prior to the declaration of the relevant Event of Default by LCH SA in accordance with Article 4.4.1.5 and Article 4.4.1.6.

C is the Minimum Bid Size Denominator.

5.4.5 Satisfying the Minimum Bid Size

An Auction Participant can satisfy the requirement set out in Clause 5.4.4 by submitting multiple Bids with differing Bid Prices and Bid Sizes provided that, in aggregate, the Bid Size(s) of the Bids equals or exceeds the Minimum Bid Size. Accordingly, there is no requirement for an Auction Participant to submit a single Bid whose Bid Size equals the Minimum Bid Size, although it is entitled to do so.

5.4.6 Bids in excess of the Minimum Bid Size

An Auction Participant can submit Bid(s) whose Bid Size(s) alone, or in aggregate, exceed the Minimum Bid Size for any Auction Package, subject that an Auction Participant shall be

EXHIBIT 5.1

prohibited from submitting Bid(s) whose Bid Size(s), alone or in aggregate, exceed 100 per cent. of the relevant Auction Package.

5.4.7 Bid Price

Auction Participants shall have sole discretion to specify the Bid Price that will apply to the Bid(s) submitted in the course of Competitive Bidding and neither LCH SA nor the CDS Default Management Group is permitted to specify, in advance of Competitive Bidding commencing, a minimum or maximum Bid Price that will apply in respect of a particular Auction Package.

5.4.8 Assessment of Non Market Bids

Following the Bid Deadline, LCH SA, in consultation with the CDS Default Management Group, shall review the Bid(s) received in the course of Competitive Bidding to determine whether any Non Market Bid(s) have been submitted. LCH SA shall have the discretion to deem any Bid which does not satisfy the Market Bid Metric to be a Market Bid and in determining whether to exercise such discretion, in consultation with the CDS Default Management Group, shall take into account the relevant Auction Participant's Bid(s) as a whole.

5.5 Non Bidders

For the avoidance of doubt, if:

- 5.5.1 an Auction Participant has submitted Market Bid(s) in respect of an Auction Package which, in aggregate, equal or are in excess of its Minimum Bid Size, LCH SA shall not be entitled to deem such Auction Participant to be a Non Bidder in respect of other Bid(s) submitted for the same Auction Package which could otherwise be deemed Non Market Bid(s); and/or
- 5.5.2 an Auction Participant is not required to bid for an Auction Package in accordance with Clause 5.4.1 above, LCH SA shall not be entitled to deem such Auction Participant to be a Non Bidder in respect of that Auction Package.

5.6 Allocation of the Auction Package

5.6.1 Calculation of the Initial Allocation Price

Following the earlier of the receipt of final Bids from all Auction Participants and the Bid Deadline (and the expiration of any grace period granted by LCH SA pursuant to Clause 5.4.3), LCH SA, in consultation with the CDS Default Management Group, will determine the Initial Allocation Price, the Initial Transfer Payable and the Initial Transfer Receivable on the following basis:

- (i) it shall rank the Bids from best to worst, such that the Bid with the Bid Price which would ensure the best commercial result for LCH SA shall be regarded as the "best", and shall repeat such determination until all Bids are ranked according to their Bid

EXHIBIT 5.1

Price. For these purposes, the "best commercial result" means the price at which LCH SA would receive the greatest amount or would have to pay the least amount in respect of the Auction Package;

- (ii) it shall determine the Initial Allocation Price as follows:
 - (a) it shall deem the Bid with the best Bid Price to be successful and shall allocate the Bid Size of such Bid against the Auction Package;
 - (b) it shall repeat the process with each successive Bid with the best Bid Price until such time as the Auction Package has been completely allocated, subject to adjustment pursuant to Clause 5.6.3 (i);
 - (c) if there is more than one Bid at the same Bid Price at which the entire Auction Package would be allocated, the Bids at that Bid Price shall be deemed allocated *pro rata* the relevant Bid Size of each Bid;
 - (d) each of the Bids (or parts thereof) which are allocated shall be deemed Initial Winning Bids and the worst Bid Price of all the Initial Winning Bids shall be the Initial Allocation Price; and
- (iii) the Initial Transfer Payable or Initial Transfer Receivable shall be determined for each Auction Participant as the product of the aggregate of the Bid Sizes of that Auction Participant's Initial Winning Bids and the Initial Allocation Price.

5.6.2 Process of Allocation

LCH SA, in consultation with the CDS Default Management Group, shall allocate each Auction Package amongst each of the Initial Winning Bids in a fair and consistent manner. Accordingly, an Auction Participant with one or more Initial Winning Bids in respect of an Auction Package shall be allocated a percentage of each of the Auction Transactions equal to the aggregate of the Bid Size of its Initial Winning Bids.

5.6.3 Non Bidders

Where Non Bidders are identified:

- (i) LCH SA shall adjust the procedure for calculating the Initial Allocation Price, the Initial Transfer Payable and the Initial Transfer Receivable for Auction Participants by conducting the process set out in Clause 5.6.1(ii)(a) but on the basis that $n\%$ of the Auction Package shall be allocated, where " n " is equal to 100 minus the aggregate of each Non Bidder's Auction Non Bidder Bid Size [provided that where the aggregate of each Non Bidder's Auction Non Bidder Bid Size is equal to or greater than 100, "n" is equal to 0;](#)
- (ii) each Non Bidder shall be deemed to have submitted a single Bid with a Bid Size equal to their Auction Non Bidder Bid Size and a Bid Price equal to the Initial Allocation Price minus EUR 0.01 (where it is due an Initial Transfer Receivable in

EXHIBIT 5.1

respect of the Auction Package) or plus EUR 0.01 (where it is required to make an Initial Transfer Payable in respect of the Auction Package) (the "Non Bidder Allocation Price") provided that:

- (a) where the aggregate of each Non Bidder's Auction Non Bidder Bid Size is equal to or greater than 100, the Non Bidder Allocation Price shall be equal to the best Bid Price received for that Auction Package minus EUR 0.01 (where it is due an Initial Transfer Receivable in respect of the Auction Package) or plus EUR 0.01 (where it is required to make an Initial Transfer Payable in respect of the Auction Package) ~~(the "Non Bidder Allocation Price")~~; and
- (b) where the aggregate of each Non Bidder's Auction Non Bidder Bid Size is greater than 100, the Auction Package shall be deemed allocated *pro rata* the relevant Auction Non Bidder Bid Size of each Non Bidder; and

~~(ii)~~(iii) the Initial Transfer Payable or Initial Transfer Receivable for each Non Bidder shall then be determined as the product of the relevant Non Bidder's Auction Non Bidder Bid Size and the Non Bidder Allocation Price.

For the avoidance of doubt, an Auction Participant may be deemed to submit Market Bids and Non-Market Bids in respect of the same Auction Package and shall only be deemed to be a Non-Market Bidder in respect of those Bids which are Non Market Bids.

5.6.4 Notification of Initial Allocation Price

Following the calculation of:

- (i) the Initial Allocation Price and the Initial Transfer Payable or Initial Transfer Receivable for each Auction Participant (excluding Non Bidders); and
- (ii) the Non Bidder Allocation Price and the Initial Transfer Payable or Initial Transfer Receivable for each Non Bidder,

and provided that LCH SA has determined that it has sufficient financial resources in accordance with Clause 5.10 and that it does not need to hold a second round of Competitive Bidding in accordance with Clause 5.7.1, LCH SA will notify all Auction Participants that the Competitive Bidding process for the relevant Auction Package has been concluded and shall additionally notify each Clearing Member with an Initial Winning Bid(s), the details of the Initial Allocation Price or Non Bidder Allocation Prices (as the case may be) and the Initial Transfer Payable or Initial Transfer Receivable. Subject to Clause 6.3.2, an Initial Winning Bidder shall be contractually bound to accept registration of the Transfer Positions within its Account Structure in accordance with Clause 6.1.

EXHIBIT 5.1

5.7 Review of Competitive Bidding

5.7.1 Decision to hold a second round of Competitive Bidding

Where, following the calculation of the Initial Allocation Price and the Non Bidder Allocation Price (as appropriate), the Initial Transfer Payable and the Initial Transfer Receivable in accordance with Clause 5.6.1, LCH SA, in consultation with the CDS Default Management Group, determines that an LCH Transfer Cost arises such as to require recourse to the LCH SA Contribution, in accordance with Article 4.3.3.1, then it shall be permitted to consider holding a second round of Competitive Bidding.

In such circumstance LCH SA, in consultation with the CDS Default Management Group, shall determine in its absolute discretion whether:

- (i) it would be possible, through holding a second round of Competitive Bidding, to generate higher LCH Transfer Receipts (if the Auction Package has a positive mark-to-market) or a lower LCH Transfer Cost (if the Auction Package has a negative mark-to-market); and
- (ii) it would not be unrealistic that, following a second round of Competitive Bidding, the LCH Transfer Receipt or LCH Transfer Cost would be such as to enable LCH SA to register the Winning Bids within the Account Structure of the Non-Defaulting Clearing Member(s), in accordance with Clause 6.1, without exhausting the financial resources available to LCH SA under Article 4.3.3.1.

5.7.2 Participation in a second round of Competitive Bidding

Where LCH SA determines that a lower LCH Transfer Cost or a higher LCH Transfer Receipt, as appropriate, could be generated, it shall require Auction Participants to participate in a second round of Competitive Bidding as soon as is reasonably practicable. LCH SA will consult with the CDS Default Management Group in accordance with the procedure set out in the Default Management Guidance Manual.

LCH SA, in consultation with the CDS Default Management Group, shall determine the percentage of the original Auction Package which will be subject to the second Competitive Bidding (such portion being referred to in the remainder of this Clause 5 as the "**Residual Auction Package**"). However LCH SA shall not be permitted to determine that more than 20 per cent. of the relevant Auction Package shall form the Residual Auction Package, unless a minor increase to such percentage would have, in the reasonable determination of LCH SA and the CDS Default Management Group, a material impact on the LCH Transfer Cost or LCH Transfer Receipt, as applicable, which it is expected will be generated as a result of the second round of Competitive Bidding.

EXHIBIT 5.1

5.8 Recalculated Allocation of the Auction Package and Initial Registration

5.8.1 Recalculation of Initial Allocation Price

In the event that LCH SA determines that a second round of Competitive Bidding shall take place, LCH SA, in consultation with the CDS Default Management Group, shall recalculate the Initial Allocation Price and the Non Bidder Allocation Price, as appropriate, (and, by definition, the Bids thereby treated as Initial Winning Bids) and Initial Transfer Payable or Initial Transfer Receivable by following the procedure set out in Clause 5.6.1 in respect of the Reduced Auction Package.

5.8.2 Notification of recalculated Initial Allocation Price

Following any recalculation of:

- (i) the Initial Allocation Price and the Initial Transfer Payable or Initial Transfer Receivable for each Auction Participant (excluding Non Bidders); and
- (ii) the Non Bidder Allocation Price and the Initial Transfer Payable or Initial Transfer Receivable for each Non Bidder,

pursuant to Clause 5.8.1, provided it has determined that it has sufficient financial resources in accordance with Clause 5.10, LCH SA will notify all Auction Participants of the results of the Competitive Bidding process including, for each Clearing Member with an Initial Winning Bid(s), the details of the Initial Allocation Price or Non Bidder Allocation Prices (as the case may be) and the Initial Transfer Payable or Initial Transfer Receivable. Subject to Clause 6.3.2, an Initial Winning Bidder shall be contractually bound to accept registration of the Transfer Positions within its Account Structure in accordance with Clause 6.1.

5.9 Conduct of Competitive Bidding for the Residual Auction Package

Competitive Bidding for the Residual Auction Package should be carried out in accordance with Clauses 5.1 to 5.4, treating the Residual Auction Package as the Auction Package for purposes of interpreting such provisions, but subject to the remainder of this Clause 5.9.

In applying such provisions to Competitive Bidding for the Residual Auction Package:

- (i) the Residual Allocation Price shall be determined on the basis that it were the Initial Allocation Price;
- (ii) the Residual Winning Bids shall be determined on the basis that they were Initial Winning Bids;
- (iii) the Residual Transfer Payable shall be determined on the basis that it were the Initial Transfer Payable;
- (iv) the Residual Transfer Receivable shall be determined on the basis that it were the Initial Transfer Receivable; and

EXHIBIT 5.1

- (v) LCH SA shall allocate the Auction Transactions for the Residual Auction Package in accordance with Clause 5.6.2.

5.9.1 Recalculated Minimum Bid Size

Each Auction Participant's Minimum Bid Size shall be subject to recalculation for the Residual Auction Package depending on the outcome of the first round of Competitive Bidding:

- (i) where the aggregate of the Bid Sizes of an Auction Participant's Initial Winning Bids for the related Auction Package exceeds that Auction Participant's original Minimum Bid Size calculated in accordance with Clause 5.4.4, that Auction Participant will have its Minimum Bid Size for the Residual Auction Package reduced by an amount equal to the Bid Credit. For these purposes, the "**Bid Credit**" for any Auction Participant shall be the percentage difference between the Minimum Bid Size and the percentage of the aggregate of the Bid Sizes of that Auction Participant's Initial Winning Bids;
- (ii) for each Auction Participant to whom a Bid Credit has not been ascribed, that Auction Participant's Minimum Bid Size shall be increased by a *pro rata* share of the aggregate Bid Credits ascribed in relation to that Residual Auction Package.

5.9.2 Competitive Bidding Process

LCH SA shall not be permitted to review the Competitive Bidding for the Residual Auction Package and shall be required to complete its obligations with respect to registration of the Transfer Positions, arising therefrom.

5.9.3 Notification of Residual Allocation Price

Following the calculation of:

- (i) the Residual Allocation Price and the Residual Transfer Payable or Residual Transfer Receivable for each Auction Participant (excluding Non Bidders); and
- (ii) the Non Bidder Allocation Price and the Residual Transfer Payable or Residual Transfer Receivable for each Non Bidder,

pursuant to Clause 5.9, LCH SA will notify all Auction Participants of the results of the second round of Competitive Bidding including, for each Clearing Member with a Residual Winning Bid(s), the details of the Residual Allocation Price or Non Bidder Allocation Price (as the case may be) and the Residual Transfer Payable or Residual Transfer Receivable. Subject to Clause 6.3.2, a Residual Winning Bidder shall be contractually bound to accept registration of the Transfer Positions within its Account Structure in accordance with Clause 6.1.

EXHIBIT 5.1

5.10 LCH SA determination of financial resources

Following the determination of the Initial Allocation Price pursuant to the first round of Competitive Bidding (or Residual Allocation Price pursuant to the second round of Competitive Bidding, as the case may be), LCH SA shall determine whether it has sufficient financial resources to meet its obligations arising from such Competitive Bidding, including but not limited to the ability to credit a Winning Bidder with an Initial Transfer Receivable or a Residual Transfer Receivable, as the case may be.

If the calculation of the Distribution Haircut produces a figure greater than 1, LCH SA shall be required to determine that it does not have sufficient financial resources.

LCH SA may only notify Winning Bidders in accordance with Clause 5.6.4, Clause 5.8.2 or Clause 5.9.3, as appropriate, and perform its obligations pursuant to Clause 6 in respect of the relevant Transfer Positions if it has reasonably determined that it does have sufficient financial resources. If LCH SA determines that it does not have sufficient financial resources, it shall notify all Auction Participants of the failure of Competitive Bidding and shall call an Early Termination Trigger Date in accordance with Clause 8 and, for the avoidance of doubt, no Auction Participant shall be deemed to have a Winning Bid and LCH SA shall not be permitted to register any Transfer Positions within the Account Structure of any Auction Participant.

6 Registration of Transfer Positions

6.1 Registration of Winning Bids

LCH SA, in consultation with the CDS Default Management Group, shall register the Transfer Positions within the House Account Structure of:

- 6.1.1 an Initial Winning Bidder by no later than 09.15 on the Clearing Day following conclusion of the first round of Competitive Bidding; and
- 6.1.2 a Residual Winning Bidder by no later than 09.15 on the Clearing Day following conclusion of the second round of Competitive Bidding.

For the avoidance of doubt, where two rounds of Competitive Bidding have been undertaken on the same day, LCH SA, in consultation with the CDS Default Management Group, shall nevertheless undertake separate registration processes for the Transfer Positions arising from the first round of Competitive Bidding and the Transfer Positions arising from the second round of Competitive Bidding.

In the event LCH SA shall register Transfer Positions that include:

- (i) any Index Cleared Transaction and/or Single Name Cleared Transaction in the House Account Structure of a Select Member whose current Product Family Form does not include the Product Family to which the category of such Cleared Transaction belongs, an update of its Product Family Form shall be carried out in accordance with Article 3.1.6.8;

EXHIBIT 5.1

- (ii) any Index Swaption Cleared Transaction in the House Account Structure of a Clearing Member that is:
 - (a) a General Member or a Select Member which is not registered for the Index Swaption Clearing Service: that Clearing Member will be automatically registered for the Index Swaption Clearing Service and in respect of a Select Member, its Product Family Form will be automatically updated by adding the relevant new Product Family(ies). The registration for the Index Swaption Clearing Service shall be deemed to have occurred at the time of registration of the relevant Transfer Positions in the House Account Structure of that Clearing Member and in respect of a Select Member, the update of its Product Family Form shall be carried out in accordance with Article 3.1.6.8; or
 - (b) a Select Member which is registered for the Index Swaption Clearing Service, but whose current Product Family Form does not include the Product Family to which the relevant Index Swaption Cleared Transaction belongs, the update of its Product Family Form shall be carried out in accordance with Article 3.1.6.8.

6.2 Registration Obligations

In order to effect the registration of the Transfer Positions within a Winning Bidder's House Account Structure, as contemplated by Clause 6.1, LCH SA shall prescribe such procedures and timetable as it considers reasonably appropriate in the circumstances. Winning Bidders will be required to comply with such requirements as may be established by LCH SA, after consultation with the CDS Default Management Group, to effect the registration of the Transfer Positions. In particular:

- (i) Winning Bidders will provide LCH SA with Collateral to satisfy an increased House Margin Requirement which shall take account of the Transfer Positions;
- (ii) if Competitive Bidding has given rise to an Initial Transfer Receivable or a Residual Transfer Receivable, as the case may be, LCH SA will credit the Winning Bidder with the requisite amount;
- (iii) if Competitive Bidding has given rise to an Initial Transfer Payable or a Residual Transfer Payable, as the case may be, the Winning Bidder will pay the requisite amount to LCH SA; and
- (iv) LCH SA shall ensure that the registration of the Transfer Positions is made in a way that recognises the Variation Margin paid or received, in relation to the Cleared Transactions of the Defaulting Clearing Member representing such Transfer Positions, to date.

EXHIBIT 5.1

6.3 Failed Registration Obligations

6.3.1 Winning Bidder failure

In the event that registration of a Transfer Position in accordance with Clause 6.1 requires the Winning Bidder to pay to LCH SA an amount reflecting an Initial Transfer Payable or a Residual Transfer Payable, as the case may be, any failure by the Winning Bidder to pay such amount or to provide Collateral to LCH SA as Margin in respect of the Transfer Position shall constitute a Payment Failure.

6.3.2 LCH SA failure

- (i) LCH SA shall not be permitted to register any Transfer Position with a Winning Bidder unless it is satisfied that its financial resources are sufficient to credit each Winning Bidder with its Initial Transfer Receivable or Residual Transfer Receivable, as the case may be.
- (ii) If LCH SA fails to credit such amount to the relevant Winning Bidder, either:
 - (a) prior to or simultaneously with calling for or returning, as the case may be, any Collateral taking into consideration the Open Positions reflecting such Transfer Positions; or
 - (b) if, in order to credit the required amounts to the Winner Bidder, LCH SA is dependent on Additional Contribution Amounts from Non-Defaulting Clearing Members being received in the same payment window as the payment or receipt of such Collateral, immediately after the payment window in which such Collateral shall be paid or received (as set out in Section 3 of the Procedures),such registration of the Transfer Position shall be deemed void *ab initio* and unenforceable against the Winning Bidder and:
 - (x) LCH SA shall not take any Open Positions reflecting such Transfer Positions into account for the purpose of calculating that Winning Bidder's House Margin Requirement on an ongoing basis; and
 - (y) to the extent a Collateral Call has already been made in respect of a Winning Bidder, taking account of Open Positions reflecting such Transfer Positions, and the relevant Winning Bidder has transferred Collateral in satisfaction of its House Margin Requirement on that basis the amount of Collateral called in respect of the Open Positions reflecting such Transfer Positions shall be returned to the Winning Bidder in accordance with Section 3 of the Procedures.
- (iii) In the event that LCH SA does not receive sufficient available resources in the relevant payment window on account of the failure of one or more Non-Defaulting Clearing Members, LCH SA, in consultation with the CDS Default Management Group, may take such action as is required, including holding a further auction process. In the event

EXHIBIT 5.1

that LCH SA reasonably believes, after consultation with the CDS Default Management Group, that it will have sufficient available resources following an additional request for Additional Contribution Amounts from the then Non-Defaulting Clearing Members, LCH SA shall call for such amounts in accordance with Section 6 of the Procedures no later than the first available payment window on the following Business Day and the registration of the Transfer Positions shall not be regarded as void *ab initio* until LCH SA has determined whether it has sufficient available resources following such payment window.

Notwithstanding any discretion provided to LCH SA in this paragraph (c), LCH SA shall be prohibited from determining not to credit each Winning Bidder with the full amount of its Initial Transfer Receivable or Residual Transfer Receivable and if it determines that it does not have, and will not have through the payment of Additional Contribution Amounts, sufficient available resources to credit such amounts, the registration of such Transfer Positions shall be deemed void *ab initio* in accordance with (b) above.

6.4 Off-setting

LCH SA agrees that it shall make provision for set-off by LCH SA of amounts owed by LCH SA to the Winning Bidder as a result of the operation of the CDS Default Management Process against sums owed by the Winning Bidder to LCH SA in respect thereof.

7 Loss Distribution Process

7.1 Adjustment of Variation Margin payments

7.1.1 Cash Gainer

On each Loss Distribution Day for each Margin Account of each Non-Defaulting Clearing Member that is deemed to be a Cash Gainer, the relevant Non-Defaulting Clearing Member shall be required to pay LCH SA an amount equal to any positive amount determined in accordance with the following formula or, as applicable, LCH SA shall be required to pay the relevant Non-Defaulting Clearing Member the absolute value of any negative amount determined in accordance with the following formula (in each case, such amount the "**Cash Gainer Adjustment**"):

$$\text{Cash Gainer Adjustment}_{(t)} = \text{PHG}_{(t)} - (\text{CHG}_{(t)} * \text{Max}(0, 1 - \text{DH}_{(t)}) - \text{CAG}_{(t-1)})$$

where:

"PHG" means the Pre Haircut Gains, Losses and Realised Cash Flows;

"CHG" means the Cumulative Hypothetical Gains, Losses and Realised Cash Flows;

"DH" means the Distribution Haircut; and

"CAG" means the Cumulative Actual Gains, Losses and Realised Cash Flows and where "CAG" as at the Last Call prior to Default shall be zero.

EXHIBIT 5.1

7.1.2 Cash Loser

On each Loss Distribution Day for each Margin Account of each Non-Defaulting Clearing Member that is deemed to be a Cash Loser, LCH SA shall be required to pay the absolute value of an amount (the "**Cash Loser Adjustment**") determined in accordance with the following formula:

$$\text{Cash Loser Adjustment}_{(t)} = \text{PHG}_{(t)} - (\text{CHG}_{(t)} - \text{CAG}_{(t-1)})$$

where:

"PHG" means the Pre Haircut Gains, Losses and Realised Cash Flows;

"CHG" means the Cumulative Hypothetical Gains, Losses and Realised Cash Flows; and

"CAG" means the Cumulative Actual Gains, Losses and Realised Cash Flows and where "CAG" as at the Last Call prior to Default shall be zero.

7.1.3 Application of Margin Account Adjustment

On each Loss Distribution Day, LCH SA shall apply the payment or receipt of any Margin Account Adjustment as an offset against any payments from or receivable by the relevant Clearing Member in respect of the same Margin Account.

7.1.4 Adjustments for Physical Settlement

Where Physical Settlement is applicable to any Cleared Transaction on any Loss Distribution Day, LCH SA may, following consultation with the Risk Committee or the CDS Default Management Group, as appropriate, make such adjustments as are necessary to the calculation of Cash Gainer Adjustment or Cash Loser Adjustment to reflect the payment flows arising from such Physical Settlement, keeping in mind the principle that the calculation of Cash Gainer Adjustment and Cash Loser Adjustment is designed to capture all profits and/or losses on positions during the relevant Loss Distribution Period.

7.2 Application of Cash Gainer Adjustment

LCH SA shall apply all Cash Gainer Adjustment it receives solely for the purposes of meeting Damage incurred by LCH SA following, and in relation to, each relevant Event of Default, as contemplated at and in accordance with Article 4.3.3.1 of the CDS Clearing Rule Book.

7.3 Adjustment to Loss Distribution Cap Amount

If, during any Loss Distribution Period, it appears to LCH SA that the Clearing Member Adjustment Amount for any Non-Defaulting Clearing Member is, or is about to be, equal to or greater than the Loss Distribution Cap Amount, LCH SA may request that an adjustment be made to the Loss Distribution Cap Amount for such Non-Defaulting Clearing Member. The relevant Non-Defaulting Clearing Member may, but is not required to, agree to an adjustment to such Loss Distribution Cap Amount. Once a Non-Defaulting Clearing Member has provided agreement to adjust the Loss Distribution Cap Amount in the form and within the timeframe

EXHIBIT 5.1

set out in the relevant Clearing Notice referred to in Article 3.1.9.2 of the CDS Clearing Rule Book, such agreement will be considered irrevocable and cannot be withdrawn.

The Adjusted Loss Distribution Cap Amount shall be applicable in accordance with the agreement between the relevant Non-Defaulting Clearing Member and LCH SA and for such period as may be agreed by the relevant Non-Defaulting Clearing Member, but which shall in no event be longer than the applicable Loss Distribution Period.

7.4 No rebate

The payment to LCH SA of any Cash Gainer Adjustment by any Non-Defaulting Clearing Member shall be final and shall not give rise to any obligation of LCH SA to repay any such amount or to pay any interest thereon, unless prior to the end of the Loss Distribution Period, there is an Early Termination Trigger Date or an LCH Default, in which case any net Cash Gainer Adjustment paid by a Non-Defaulting Clearing Member shall be repayable by LCH SA in respect of the relevant Margin Account pursuant to Clause 8 or TITLE I, Chapter 3 of the CDS Clearing Rule Book, as the case may be.

7.5 Application of any recoveries

Notwithstanding the provisions of Article 4.4.3.8 of the CDS Clearing Rule Book, if the Loss Distribution Process has been invoked by LCH SA in accordance with this Clause 7, LCH SA shall reimburse the Clearing Members (irrespective of whether they remain Clearing Members at the time of the recovery) and LCH SA on a *pro rata* basis by reference to the resources which have been applied pursuant to Article 4.3.1.1 of the CDS Clearing Rule Book during any CDS Post-Default Period relating to the relevant Defaulting Clearing Member and including the net amount of any Margin Account Adjustment paid by the relevant Clearing Members during such CDS Post-Default Period, the LCH SA Contribution and the Contributions and/or Additional Contribution Amounts of Clearing Members so applied, in respect of:

7.5.1 any amounts received from the Defaulting Clearing Member as a result of LCH SA being a creditor of the Defaulting Clearing Member in the context of Insolvency Proceedings or otherwise, other than in respect of sums due to LCH SA; or

7.5.2 any other amounts howsoever obtained or recovered in the course of LCH SA's operation of the CDS Default Management Process or which are otherwise referable to the Defaulting Clearing Member,

in each case net of any related expenses incurred by LCH SA or other sums owing to LCH SA by the Defaulting Clearing Member in connection with the CDS Clearing Service. For the avoidance of doubt, nothing in Article 4.4.3.8 of the CDS Clearing Rule Book shall oblige LCH SA to pursue any litigation or other action in order to recover the amounts contemplated above and if another default fund of LCH SA has also been applied as a result of the Defaulting Clearing Member's default, any amounts recovered shall be applied *pari passu* as between the relevant default funds.

EXHIBIT 5.1

8 Early Termination

8.1 Early Termination Trigger

8.1.1 If, on any Loss Distribution Day, LCH SA determines either that:

- (i) the Clearing Member Adjustment Amount for any Non-Defaulting Clearing Member would be equal to or greater than the applicable Loss Distribution Cap Amount for such Non-Defaulting Clearing Member (as adjusted pursuant to Clause 7.3, as the case may be) on that Loss Distribution Day;
- (ii) LCH SA does not have sufficient financial resources available to make all payments required pursuant to Clause 5.10; or
- (iii) in respect of an Auction Package or, as the case may be, a Residual Auction Package, none of the Auction Participants has submitted any Bid(s) by the Bid Deadline or the expiration of any grace period granted by LCH SA pursuant to Clause 5.4.3 ,

(the "**Early Termination Trigger Date**"), neither LCH SA nor any Non-Defaulting Clearing Member shall be obliged to make any further payments or deliveries under any Cleared Transaction between them which would, but for this Clause 8.1, have fallen due for performance on or after the Early Termination Trigger Date, and any obligations to make further payments or deliveries which would otherwise have fallen due shall be satisfied by settlement (whether by payment, set off or otherwise) of the House LCH Repayment Amount and Client LCH Repayment Amount(s) and other payment and delivery obligations in relation to any Cleared Transactions and any other obligations pursuant to the CDS Clearing Documentation (including Collateral registered in any Collateral Accounts and other Collateral representing a Clearing Member's Contribution Requirement) shall be payable or deliverable on the Early Termination Trigger Date and in accordance with the provisions of this Clause 8.

8.1.2 Upon the occurrence of an Early Termination Trigger Date, LCH SA shall promptly publish a Clearing Notice in accordance with Article 3.1.9.4 of the CDS Clearing Rule Book.

8.1.3 In circumstances where CCM Client Collateral Buffer has been allocated to a CCM Client Account Structure in accordance with Article 4.2.2.4 and Section 2 of the Procedures, LCH SA shall transfer an amount of Cash Collateral denominated in Euro which is equal to the CCM Allocated Client Collateral Buffer for the relevant CCM Client Account Structure from the CCM House Collateral Account to the CCM Client Collateral Account of that CCM Client Account Structure as soon as reasonably practicable.

8.1.4 For these purposes, the amounts to be repaid shall include, in respect each Margin Account of each Non-Defaulting Clearing Member:

- (i) Variation Margin;

EXHIBIT 5.1

- (ii) any Collateral recorded in the relevant Collateral Account (including: (x) in the case of a CCM Client Margin Account, any CCM Allocated Client Collateral Buffer (if any) due to be transferred to the relevant CCM Client Collateral Account by LCH SA; and (y) in the case of a CCM House Collateral Account, excluding any CCM Allocated Client Collateral Buffer (if any) due to be transferred pursuant to Clause 8.1.3), in each case without applying any haircuts to the valuation of the Collateral. Such amount will not include Pledged Eligible Collateral, CCM Unallocated Client Collateral or FCM Unallocated Client Excess Collateral returned to the relevant Non-Defaulting Clearing Member in accordance with Clause 8.7;
- (iii) any net Cash Gainer Adjustments which has been paid by the Clearing Member to LCH SA pursuant to Clause 7.1, for each Margin Account;
- (iv) any other amounts that may be due to or from either the Clearing Member or LCH SA to or from the other in relation to the CDS Clearing Service pursuant to the CDS Clearing Documentation; and
- (v) in respect of a Non-Defaulting Clearing Member's House Margin Account, such Clearing Member's Contribution Balance.

8.2 CDS Repayment Amount

LCH SA shall calculate the CDS Repayment Amount separately in respect of each Non-Defaulting Clearing Member's House Account Structure and each of its Client Account Structures in accordance with the following:

- (i) LCH SA shall establish the value of (a) each Cleared Transaction as a result of the termination of each payment or delivery which would otherwise have been required to be made under the relevant Cleared Transaction (assuming satisfaction of each applicable condition precedent and based on its determination of the observable market price to be determined in accordance with Clause 8.3 below) and without application of the Loss Distribution Process, (b) any net Cash Gainer Adjustments to be repaid to the Clearing Member; (c) the Variation Margin(s) to be repaid by the Clearing Member or LCH SA to the other; and (d) any other amounts that may be due to or from LCH SA in relation to Cleared Transactions pursuant to the CDS Clearing Rules, but excluding any repayment or redelivery obligations relating to any relevant Margin Balance, Excess Collateral and/or the Client Collateral Buffer; and
- (ii) on the basis of the sums so established, an account shall be taken of the amounts owed by either the Clearing Member or LCH SA to the other and the sums due from one shall be set off against the sums due from the other and only the balance shall be payable by either the Clearing Member or LCH SA to the other.

EXHIBIT 5.1

8.3 Observable Market Price

For the purpose of determining an observable market price for each Cleared Transaction pursuant to Clause 8.2(i) above, LCH SA shall use its best efforts to determine the price of the relevant Cleared Transactions as at the end of the Business Day following the Early Termination Trigger Date, using such sources as it believes reasonable to provide the value of such Cleared Transactions. In doing so, LCH SA would be expected to use the following sources in order of descending priority as valuation points:

- (i) the end of day settlement prices published by another reputable clearing house operating in respect of CDS [and/or Index Swaptions, as applicable](#), for the relevant valuation day;
- (ii) other objective and observable market prices for the relevant valuation day; and
- (iii) the mean settlement price for the relevant valuation day, calculated on the basis of a broad-based survey of market participants active in trading CDS [and/or Index Swaptions, as applicable](#).

8.4 Available CDS Funds

Following its determination of the CDS Repayment Amount in relation to each of the Non-Defaulting Clearing Member's House Account Structure and each of its Client Account Structures, LCH SA shall calculate the Available CDS Funds as the sum equal to the aggregate of the Negative CDS Repayment Amounts in respect of each Non-Defaulting Clearing Member.

Where the Available CDS Funds are less than the aggregate amount of Positive CDS Repayment Amounts, LCH SA shall calculate the Discounted CDS Repayment Amount for each Positive CDS Repayment Amount payable to a Non-Defaulting Clearing Member by multiplying each such Positive CDS Repayment Amount by the fraction determined by dividing A by B, where "A" is the Available CDS Funds and "B" is the aggregate amount of Positive CDS Repayment Amounts.

8.5 LCH Repayment Amounts

Following the calculation of each CDS Repayment Amount, or Discounted CDS Repayment Amount as the case may be, pursuant to Clauses 8.1 to 8.4 above, LCH SA shall calculate a LCH repayment amount separately in respect of each Non-Defaulting Clearing Member's (i) House Account Structure (the "**House LCH Repayment Amount**") and (ii) each of its Client Account Structures ("**Client LCH Repayment Amount**") (the "House LCH Repayment Amount" and "Client LCH Repayment Amount" being together referred to as the "**LCH Repayment Amounts**"). The LCH Repayment Amounts shall be determined as set out below.

LCH SA shall calculate in respect of the House Account Structure and each of the Client Account Structures of each Non-Defaulting Clearing Member, the value of Collateral recorded in the relevant Collateral Account (including: (x) in the case of a CCM Client Margin Account, any CCM Allocated Client Collateral Buffer (if any) due to be transferred to the relevant CCM Client Collateral Account by LCH SA; and (y) in the case of a CCM House Collateral Account,

EXHIBIT 5.1

excluding any CCM Allocated Client Collateral Buffer (if any) due to be transferred pursuant to Clause 8.1.3), in each case without applying any haircuts to the valuation of the Collateral. Such amounts calculated in respect of each Margin Account (the "**Margin Repayment Amounts**") shall also include:

- (i) in respect of a CCM Client Margin Account, any Collateral transferred (or due to be transferred) to the relevant CCM Client Collateral Account by LCH SA pursuant to Clause 8.1.3); and
- (ii) in respect of any House Margin Account, such Non-Defaulting Clearing Member's Contribution Balance,

Such amount shall not include any Variation Margin, Pledged Eligible Collateral, CCM Unallocated Client Collateral or FCM Unallocated Client Excess Collateral returned to the relevant Non-Defaulting Clearing Member in accordance with Clause 8.7.

The Margin Repayment Amounts shall become immediately due and payable to the Clearing Member. In determining such amounts, LCH SA shall not separately value, nor take into account, as an amount due to the Clearing Member, any Collateral:

- (i) in respect of which the value has been accounted for in the determination of the value of any Cleared Transaction;
- (ii) which the Clearing Member has transferred to LCH SA other than on a full title transfer basis and which the Clearing Member will otherwise receive back in accordance with the CDS Clearing Rules; or
- (iii) which LCH SA has applied in order to reduce its loss in accordance with Article 4.3.3.1 of the CDS Clearing Rule Book and the CDS Default Management Process.

LCH SA shall then, for the House Account Structure and each of the Client Account Structures of the Non-Defaulting Clearing Member: (a) aggregate each positive CDS Repayment Amount, or Discounted CDS Repayment Amount, as the case may be, with the Margin Repayment Amounts, or (b) net and set off each Negative CDS Repayment Amount with the Margin Repayment Amounts, in each case to produce the House LCH Repayment Amount in respect of the House Account Structure and a Client LCH Repayment Amount for each of the Client Account Structures, respectively.

Where the determination in accordance with this Clause 8.5 produces positive amounts, LCH SA shall pay the LCH Repayment Amounts to the Clearing Member in accordance with Clause 8.7 and, where it produces negative amounts, the Clearing Member shall pay the LCH Repayment Amounts to LCH SA in accordance with Clause 8.7.

EXHIBIT 5.1

8.6 Notification of LCH Repayment Amounts

LCH SA shall notify each Clearing Member of the LCH Repayment Amounts which it will pay to the relevant Clearing Member, or which the relevant Clearing Member is required to pay to LCH SA, as the case may be. Such notification shall be made promptly and by no later than:

- (i) 15.00 on the Early Termination Trigger Date, where a determination is made by LCH SA prior to 10.00 on the Early Termination Trigger Date, or
- (ii) 15.00 on the first Business Day following the Early Termination Trigger Date, where a determination is made by LCH SA after 10.00 on the Early Termination Trigger Date.

This notification shall show in reasonable detail how the LCH Repayment Amount has been calculated by LCH SA.

Prior to making such notification, LCH SA shall determine whether it has sufficient funds in place in order to repay the aggregate of all Margin Repayment Amounts. If LCH SA determines that it is unable to pay the aggregate amount of the Margin Repayment Amounts, LCH SA shall notify the Clearing Members by the times set out in (i) and (ii) by posting such notice on its Website.

8.7 Payment of LCH Repayment Amounts and repayment/redelivery of Collateral

Where the House LCH Repayment Amount and/or the Client LCH Repayment Amount is to be paid to LCH SA by a Clearing Member, it shall be paid in Euro by 15.00 on the Business Day following notification in accordance with Clause 8.6.

Where the House LCH Repayment Amount and/or the Client LCH Repayment Amount is to be paid by LCH SA to a Clearing Member, it shall be paid in Euro by 17.00 on the Business Day following notification in accordance with Clause 8.6.

Any Pledged Eligible Collateral (other than Pledged Eligible Collateral which LCH SA has applied in order to reduce its loss in accordance with Article 4.3.3.1 or the CDS Default Management Process) which the Clearing Member has transferred to LCH SA shall be redelivered by LCH SA to a Clearing Member by 17.00 on the Business Day following notification in accordance with Clause 8.6.

In addition, to the extent a CCM has any CCM Unallocated Client Collateral or an FCM Clearing Member has any FCM Unallocated Client Excess Collateral, LCH SA shall repay such Collateral to the Clearing Member for the account of its Clients by 17:00 on the Business Day following notification in accordance with Clause 8.6.

8.8 Recalculation of Available CDS Funds

In the event that LCH SA does not receive the aggregate LCH Repayment Amounts due to it from Clearing Members in full by the time specified in Clause 8.7, LCH SA shall reduce each LCH Repayment Amount it is due to pay (which includes a Positive CDS Repayment Amount or

EXHIBIT 5.1

Discounted CDS Repayment Amount, as the case may be) by an amount equal to the relevant Clearing Member's *pro rata* share of the shortfall.

8.9 Recovery of LCH Repayment Amounts

If at any time LCH SA recovers amounts in addition to the CDS Available Funds calculated pursuant to Clause 8.4, or receives LCH Repayment Amounts from Clearing Members after the time specified in Clause 8.7 and following the adjustments contemplated by Clause 8.8, it shall promptly make such further payments in respect of any House Margin Account, CCM Client Account Structure or FCM Client Margin Account for which a discount to the relevant CDS Repayment Amount was applied in accordance with Clause 8.5 *pro rata* the amount of the discounts applied across all such House Margin Account, CCM Client Account Structure or FCM Client Margin Account.

8.10 Conversion

For the purposes of any calculation required to be made under this Clause 8, any sums calculated other than in Euro shall be converted into Euro at the relevant exchange rate as at 17.00 on the Early Termination Trigger Date. The relevant exchange rate shall be determined by the European Central Bank and taken from Reuters or, where not available for the relevant currency, such other provider as is notified in a Clearing Notice.

8.11 No Rebate

Subject to the obligations of LCH SA pursuant to Clause 8.9 above, the payment by LCH SA of any LCH Repayment Amount to a Non-Defaulting Clearing Member shall be final. Any claim by a Clearing Member to recover amounts owed to it as a result of the adjustment of the CDS Repayment Amount pursuant to Clause 8.3 or 8.8 above shall be extinguished and the relevant Clearing Member shall have no further recourse to LCH SA in respect thereof.

8.12 LCH Default

Any failure by LCH SA to pay any LCH Repayment Amount in full to a Clearing Member, other than by operation of Clause 8.8, shall constitute an event falling within Article 1.3.1.1(ii).

9 Information regarding the CDS Default Management Process

9.1 Notifications

Whenever the CDS Default Management Process is implemented by LCH SA in respect of a Defaulting Clearing Member, LCH SA will, with the assistance of the CDS Default Management Group, provide such ongoing information to Clearing Members as LCH SA deems reasonably appropriate in respect of the progress of the CDS Default Management Process.

In particular LCH SA shall notify each Clearing Member:

- 9.1.1 when a Default Notice has been issued in respect of a Clearing Member, in accordance with Article 4.3.1.3

EXHIBIT 5.1

- 9.1.2** in advance of both the first and second round of Competitive Bidding, as the case may be, those items listed in Clause 5.4.2;
- 9.1.3** whether or not a grace period has been granted to Auction Participants as a whole, or a particular Auction Participant, pursuant to Clause 5.4.3;
- 9.1.4** whether or not some or all of their Bid(s) have been deemed to be Market Bid(s) in the course of either the first or second round of Competitive Bidding (if applicable);
- 9.1.5** whether or not they are an Initial Winning Bidder, what the Initial Allocation Price is and what the Initial Transfer Payable or Initial Transfer Receivable, as the case may be, is in accordance with Clause 5.6.4 and/or Clause 5.8.1;
- 9.1.6** whether or not they have been deemed a Non Bidder, what the Non Bidder Allocation Price is and what the Initial Transfer Payable or Initial Transfer Receivable, as the case may be, is in accordance with Clause 5.6.3;
- 9.1.7** which Transfer Positions are to be registered within its Account Structure as a result of being deemed an Initial Winning Bidder or a Non Bidder, as the case may be, in respect of the first round of Competitive Bidding and in respect thereof:
- (i) what the procedure and timeline will be for registration of the Transfer Positions, arising from the first round of Competitive Bidding, within its Account Structure;
 - (ii) prior to registering the Transfer Positions within its Account Structure, what the increase to the Winning Bidder's House Margin Requirement or Client Margin Requirement (as the case may be) will be;
 - (iii) prior to registering the Transfer Positions within its Account Structure, what the Initial Transfer Payable, or the Initial Transfer Receivable, as appropriate, will be
- 9.1.8** whether or not a second round of Competitive Bidding will be held;
- 9.1.9** to the extent a second round of Competitive Bidding is held, whether or not they are the holder of a Residual Winning Bid, what the Residual Allocation Price is and what the Residual Transfer Payable or Residual Transfer Receivable, as the case may be, is;
- 9.1.10** which Transfer Positions are to be registered within its Account Structure as a result of being deemed an Residual Winning Bidder or a Non Bidder, as the case may be, in respect of the second round of Competitive Bidding and in respect thereof:
- (i) what the procedure and timeline will be for registration of the Transfer Positions, arising from the second round of Competitive Bidding, within its Account Structure;

EXHIBIT 5.1

- (ii) prior to registering the Transfer Positions within its Account Structure, what the increase to the Winning Bidder's House Margin Requirement or Client Margin Requirement (as the case may be) will be;
- (iii) prior to registering the Transfer Positions within its Account Structure, what the Residual Transfer Payable or the Residual Transfer Receivable, as appropriate, will be; and

9.1.11 where LCH SA has determined that its financial resources are not sufficient to meet its obligations arising from either the first or second round of Competitive Bidding, as the case may be, in accordance with Clause 5.8.1, of the failure of Competitive Bidding and the occurrence of an LCH Default.

9.2 Sensitive Information

Nothing in this Clause 9 shall require LCH SA to disclose information in respect of the CDS Default Management Process which, in the reasonable opinion of LCH SA, may be subject to obligations of confidentiality, may constitute market sensitive data or is, in LCH SA's reasonable opinion, inappropriate for disclosure to Clearing Members.

9.3 Competitive Bidding

The Nominated Representative will ensure that the identity of each Auction Participant is not revealed to the Clearing Member representatives on the CDS Default Management Group.

10 Role and Constitution of the CDS Default Management Committee

10.1 Role

The CDS Default Management Committee shall meet at regular intervals (at least quarterly) in order to:

- 10.1.1** determine the provisions of the CDS Default Management Guidance Manual that will supplement the principles set out in the CDS Default Management Process and assist the members of the CDS Default Management Group in implementing the CDS Default Management Process;
- 10.1.2** keep both the CDS Default Management Process and the CDS Default Management Guidance Manual under review and to assist LCH SA in the design, testing and further improvement of the CDS Default Management Process;
- 10.1.3** participate in regular fire drills in relation to the CDS Default Management Process;
- 10.1.4** keep Section 9 of Part A or Part B, as applicable, of the CDS Clearing Supplement and Section 4.2 of the Procedures under review and assist members of the CDS Default Management Group in implementing the auction procedure to terminate any Self Referencing Transactions and enter into equivalent Single Name Cleared Transactions;

EXHIBIT 5.1

- 10.1.5** keep under review the Terms of Reference for both the CDS Default Management Committee and the CDS Default Management Group to ensure they remain appropriate;
- 10.1.6** maintain and keep under review the DMG Rotation Plan, as described at Clause 11.2.2 below;
- 10.1.7** consider appropriate supplements or amendments to the CDS Default Management Process and/or the CDS Default Management Guidance Manual in order to improve the procedures in place;
- 10.1.8** keep under review the manner in which Auction Participants should be encouraged and incentivised to participate in Competitive Bidding and the consequences (if any) for non-participation or non market participation in Competitive Bidding; and
- 10.1.9** consider any other business relevant to the CDS Default Management Process which any member of the CDS Default Management Committee from time to time sees fit to raise at such meetings.

10.2 Composition

The CDS Default Management Committee shall be made up of the following individuals, each to be appointed by LCH SA, in consultation with the Risk Committee:

- 10.2.1** representatives nominated by each of the Clearing Members (including, without limitation, those DMG Representatives that have been appointed, or will be appointed within the next 6 months, on behalf of a Clearing Member to the CDS Default Management Group in accordance with the DMG Rotation Plan) with appropriate skills and expertise who shall participate in the design and testing, etc of the CDS Default Management Process;
- 10.2.2** at least one director (staff member of director grade) of the LCH SA Risk Management department, who shall be appointed as the vice-chairman of the CDS Default Management Committee by the LCH SA chief executive; and
- 10.2.3** such other individuals as the CDS Default Management Committee and/or the Risk Committee considers appropriate from time to time in relation to such meetings.

In making such appointments, LCH SA shall ensure that the composition of the CDS Default Management Committee is such as to provide effective review of the CDS Default Management Process and has suitable expertise and representation of market-making capacity in the event of an Event of Default.

In carrying out each appointment, LCH SA shall require each representative of a Clearing Member mentioned in Clause 10.2.1 and each individual mentioned in Clause 10.2.3 to file a Fitness Self Certification and a CV with LCH SA. LCH SA shall be permitted to undertake reasonable diligence in respect of each of them before appointing them as members of the

EXHIBIT 5.1

CDS Default Management Committee, and may require a Clearing Member to nominate alternative representative(s) if it is not reasonably satisfied that the proposed representative(s) comply with the requirements set out in Clause 10.2.1 and/or refuse to appoint any individual mentioned in Clause 10.2.3.

11 Role and Constitution of the CDS Default Management Group

11.1 Role

11.1.1 CDS Default Management Process

The CDS Default Management Group shall meet within one hour, or as soon as reasonably practical, following notification by LCH SA that a Clearing Member is the subject of an Event of Default in accordance with Article 4.3.1.2, and at sufficiently frequent intervals thereafter for so long as may be necessary to assist LCH SA in the implementation of the CDS Default Management Process. Such implementation shall include, without limitation, the provision of default management advice with regard to:

- (i) the ongoing obligations of LCH SA to Non-Defaulting Clearing Members;
- (ii) Hedging and closing-out of Cleared Transactions registered in the name of the Defaulting Clearing Member; and
- (iii) the registration of Transfer Positions in accordance with the CDS Default Management Process.

11.1.2 Auctions in respect of Self Referencing Transactions

In the event that LCH SA determines to conduct an auction pursuant to Section 9 of Part A or Part B, as applicable, of the CDS Clearing Supplement, the CDS Default Management Group shall meet as soon as reasonably practical, following notification by LCH SA that an auction to terminate any Self Referencing Transactions and enter into equivalent Single Name Cleared Transactions is required, and at sufficiently frequent intervals thereafter for so long as may be necessary to assist LCH SA in the implementation of the relevant auction procedure.

11.2 Composition

11.2.1 Membership

The CDS Default Management Group shall be made up of the following individuals each to be appointed by LCH SA in consultation with the CDS Default Management Committee and the Risk Committee:

- (i) the Global Head of CDS Clear who shall act as chairman or any director of CDS Clear as may be appointed by the Chairman as the Vice Chairman;
- (ii) representatives from the trading function of at least five Clearing Members, being senior executives with appropriate skills and expertise, knowledge of the CDS Default

EXHIBIT 5.1

Management Process and experience of fire drills undertaken by the CDS Default Management Committee, who shall be nominated by the relevant Clearing Members and appointed in accordance with Clause 11.2.2 below;

- (iii) at least one director (staff member of director grade) of the LCH SA risk management department; and
- (iv) such other individuals as the CDS Default Management Group considers appropriate from time to time in relation to individual meetings.

In making such appointments, LCH SA shall ensure that the composition of the CDS Default Management Group is such as to provide effective review of the CDS Default Management Process and has suitable expertise and representation of market-making capacity in the event of an Event of Default.

11.2.2 Appointment of Clearing Member representatives

Each Clearing Member is required to notify LCH SA of at least two representatives that can be called upon to participate, on behalf of that Clearing Member, as a member of the CDS Default Management Group in accordance with a rotational plan maintained by the CDS Default Management Committee in accordance with Clause 10.1.6 above ("**DMG Representatives**").

In nominating DMG Representatives, each Clearing Member shall identify a representative that shall be its principal DMG Representative and representative(s) that shall be its back-up DMG Representative(s).

Each proposed DMG Representative and each individual mentioned in Clause 11.2.1(iv) shall be required to file a Fitness Self Certification and a CV with LCH SA. LCH SA shall be permitted to undertake reasonable diligence in respect of any proposed DMG Representative before approving such representative's inclusion, on behalf of the relevant Clearing Member, on the rotational plan (the "**DMG Rotation Plan**") and may require a Clearing Member to nominate alternative DMG Representative(s) if it is not reasonably satisfied that the nominated representative(s) comply with the requirements set out in Clause 11.2.1(ii). LCH SA shall also be permitted to undertake reasonable diligence in respect of any individual mentioned in Clause 11.2.1(iv) and to refuse to appoint any such individual.

The DMG Rotation Plan will be managed by the CDS Default Management Committee in accordance with the following principles:

- (i) the DMG Rotation Plan will list all DMG Representatives and the Clearing Member that each DMG Representative represents;
- (ii) the DMG Rotation Plan will set out a timetable for the appointment/retirement of Clearing Members to/from the CDS Default Management Group, the timetable being

EXHIBIT 5.1

set by the CDS Default Management Committee in its discretion with a view to ensuring that the composition of the CDS Default Management Group at any one time has suitable expertise and representation of market-making capacity in the event of a default;

- (iii) at least five different Clearing Members shall be appointed to the CDS Default Management Group at any one time, provided that among those Clearing Members, at least two Clearing Members shall be registered for the Index Swaption Clearing Service. For the avoidance of doubt, in the event that the CDS Default Management Group is required to convene in accordance with Clause 11.1.1, a Clearing Member that has been appointed to the CDS Default Management Group shall be permitted to provide any (but not all) of its principal or back up DMG Representatives to assist LCH SA in the management of the relevant Event of Default;
- (iv) the duration of each Clearing Member's appointment to the CDS Default Management Group shall be for a minimum of 6 months and a maximum of 5 years (at the discretion of the relevant Clearing Member) (the "**DMG Term**");
- (v) at the end of a Clearing Member's DMG Term (save where the expiry of such DMG Term arises in the course of management of an Event of Default, in which case the Clearing Member's DMG Term shall be extended at the discretion of the CDS Default Management Committee), the DMG Representatives representing such Clearing Member shall retire from the CDS Default Management Group and DMG Representatives (representing a different Clearing Member), as set out in the DMG Rotation Plan, shall be appointed to the CDS Default Management Group simultaneously in his/her place(s);
- (vi) only two Clearing Members may retire from the CDS Default Management Group and be replaced, in accordance with paragraph (v) above, in any 3 month period so as to maintain continuity of participation in the CDS Default Management Group.

11.2.3 Additional members

Following consultation with the CDS Default Management Group, LCH SA may invite the Defaulting Clearing Member to nominate one or more representatives to join the CDS Default Management Group to assist it in carrying out its functions under the CDS Default Management Process for that Defaulting Clearing Member. LCH SA may also request that representatives from other Clearing Members join the CDS Default Management Group, following consultation with the CDS Default Management Group.

In the event of receiving such request, the Defaulting Clearing Member and/or the Clearing Member, as appropriate, will be obliged to provide its CDS Default Management Committee representative, or an alternate with appropriate skills, experience and expertise as if that representative were a member of the CDS Default Management Committee, to participate in the CDS Default Management Group. The CDS Default Management

EXHIBIT 5.1

Committee shall be able to request a substitute where it believes the Defaulting Clearing Member and/or the Clearing Member's nominated representative, as appropriate, does not have the requisite skills or expertise.

11.3 Organisation

11.3.1 Clearing Member undertakings

Each Clearing Member who makes available a DMG Member agrees, and shall procure that to, the extent applicable, its DMG Member agrees:

- (i) to ensure that its DMG Member will be fully available, at any time and for such periods of time as LCH SA may require during the course of an Event of Default, to perform his function as a member of the CDS Default Management Group including attending meetings, considering and advising LCH SA upon aspects of the CDS Default Management Process. The Clearing Member shall ensure that its DMG Member's other work commitments do not affect his availability for this purpose;
- (ii) to take all steps to respect the confidential capacity in which such a representative receives information through the CDS Default Management Group and to establish adequate procedures to prevent the disclosure or use for any commercial purpose outside the scope of the CDS Default Management Process of any such confidential information by the Clearing Member or its DMG Member. Such procedures shall normally include, without limitation, the establishment of Information Barriers within the Clearing Member; and
- (iii) to be bound by and to ensure that it and any of its executives, directors or employees serving on the CDS Default Management Group complies with the attached Annex covering confidentiality, non-disclosure and other terms.

12 Participation in the CDS Default Management Committee and CDS Default Management Group

12.1 No liability

Each Clearing Member shall accept that representatives of Clearing Members serving on the CDS Default Management Committee and DMG Members are doing so in order to assist LCH SA in ensuring the ongoing integrity of the CDS Clearing Service in the interests of Non-Defaulting Clearing Members, and that those representatives/DMG Members or their employers, shall have no liability for any disinterested advice or actions, mandated or otherwise, that are undertaken as part of the CDS Default Management Process.

12.2 LCH SA's Actions

LCH SA agrees that, in exercising its rights and obligations in consulting with the CDS Default Management Committee or the CDS Default Management Group, as the case may be, pursuant to the CDS Default Management Process, it will use all reasonable commercial

EXHIBIT 5.1

endeavours to agree a common position with the CDS Default Management Committee or the CDS Default Management Group, as appropriate, provided that nothing in this Clause 12.2 shall prevent LCH SA acting in a way which it reasonably determines necessary to manage its risk or otherwise meet its continuing obligations as a clearing house under the supervision of its Competent Authorities.

13 Subsistence of the CDS Default Management Process

13.1 Applications for membership

Every Applicant shall be required to execute the CDS Admission Agreement, a condition of which shall be an undertaking to adhere to the CDS Default Management Process, failing which an application for membership shall not be approved by LCH SA.

13.2 Condition of Continuing Membership

Each Clearing Member shall be required to participate in the CDS Default Management Process as a condition of continuing membership of the CDS Clearing Service.

13.3 Automatic Termination

Save with regard to the provisions of Clause 13.4, the CDS Default Management Process shall cease to bind a Clearing Member immediately upon Membership Termination.

13.4 Survival

Membership Termination shall not affect any accrued rights or liabilities of either LCH SA or the Clearing Member nor shall it affect the coming into force or the continuance in force of any provision of the CDS Default Management Process which is expressly or by implication intended to come into or continue in force on or after that termination, including without limitation the provisions of Clauses 2.3, 11.2, 11.3, 13 and 14.

14 Liability of LCH SA

The liability of LCH SA to Clearing Members shall be as detailed in Section 1.2.10.

15 Governing Law

The CDS Default Management Process shall be governed by and construed in accordance with the laws of France.

Annex
Confidentiality, non-disclosure and participation in the CDS Default Management Group

General obligations of the Clearing Member

1 Confidentiality

- 1.1** The Clearing Member agrees that, in consideration of being given Confidential Material, it will keep all such Confidential Material in the strictest confidence, adhere to the provisions of the CDS Default Management Process in respect thereof and, subject to paragraph 1.3, will not disclose it to any person without the prior written permission of the managing director of the LCH SA risk management department, providing always that the Clearing Member shall be relieved of such an obligation of confidentiality in respect of any Confidential Material if:
- 1.1.1** it comes into the public domain other than through a breach by the Clearing Member of the CDS Default Management Process; or
 - 1.1.2** the Clearing Member is expressly obliged to do so by order of a court of competent jurisdiction upon the application of a third party, or as a result of any request to disclose such part or parts of the Confidential Material in connection with any inquiry or other request by a regulatory authority or self-regulatory authority asserting jurisdiction over the Clearing Member.
- 1.2** The Clearing Member further agrees that it will not use any Confidential Material for any purpose other than the Permitted Purpose. In this regard the Clearing Member expressly acknowledges and agrees that the Confidential Material may contain commercially sensitive information which if used inappropriately or otherwise than in accordance with the CDS Default Management Process might result in the gaining of an unfair commercial advantage by the Clearing Member over other Clearing Members.
- 1.3** Subject to paragraph 1.5, the Clearing Member may disclose any Confidential Material to any of its employees, representatives, associated companies and advisers on a "strictly need to know" basis, in the event that any such person needs that Confidential Material for the Permitted Purpose (and to that extent only), provided that the Clearing Member notifies the vice-chairman of the CDS Default Management Committee prior to such disclosure.
- 1.4** The Clearing Member agrees to establish and adhere to adequate procedures (including, without limitation, the establishment of appropriate Information Barriers) to ensure that any employee or representative to whom any Confidential

Material is disclosed shall not use any part or all of that Confidential Material for any proprietary purpose outside the scope of the Permitted Purpose.

- 1.5** This paragraph and the duties hereunder shall survive the termination of the CDS Default Management Process and, in relation to any Confidential Material, shall expire on the second anniversary of the date the Confidential Material was first provided to the Clearing Member, without prejudice to confidentiality obligations under any Applicable Law which would prevent the Clearing Member from disclosing or using any Confidential Material otherwise than pursuant to and in accordance with paragraphs 1.1 to 1.4 above.

2 Secrecy

- 2.1** Except in accordance with the terms of this Annex, the Clearing Member agrees that it shall treat as strictly confidential and shall not disclose or allow to be divulged to any person:

2.1.1 Confidential Material;

2.1.2 the fact that it has received any Confidential Material;

2.1.3 the existence of any discussions or negotiations between the parties in this matter.

2.1.4 details of the Permitted Purpose and any of the proposals, terms, conditions, facts or other matters relating to any of the foregoing. Subject only to the Clearing Member being relieved of such an obligation because of the circumstances covered in paragraphs 1.1.1 and 1.1.2.

- 2.2** LCH SA undertakes to ensure that the Clearing Member is fully apprised of information on the CDS Default Management Process that it makes public and which is accordingly of relevance to the Clearing Member's obligations.

3 Property

The parties acknowledge that the property in the Confidential Material (or any part of it) shall not pass to the Clearing Member or any Clearing Member, and the property in the media on which it is conveyed to the receiving party shall not pass to the Clearing Member or any Clearing Member unless expressly so agreed by LCH SA in writing.

4 Return of Confidential Material

Upon request by LCH SA, and in any event upon fulfilment of the Permitted Purpose, the Clearing Member shall promptly return to LCH SA by a secure method of transportation all or any part of the Confidential Material and all copies thereof in its possession or control or that of its employees or representatives, including all other papers, programs and

records incorporating any of that Confidential Material, or shall destroy such information and shall certify to LCH SA in writing that it has done so provided that the Clearing Member is permitted to retain copies of any Confidential Material which it requires as part of its portfolio management or otherwise for legal or regulatory reasons.

5 No Representations or Warranties; No Conflict of Interest

5.1 Subject to references made in paragraph 6, the Confidential Material is disclosed by LCH SA without any representation or warranty whatsoever as to its accuracy or completeness or otherwise.

5.2 LCH SA acknowledges and agrees that, subject to compliance with the terms of this Annex by the Clearing Member and any of its employees or representatives to whom Confidential Material is provided in accordance with this Annex, the Clearing Member's participation in the CDS Default Management Process shall not prevent the Clearing Member from carrying out any transaction, or otherwise providing investment services in respect of, investments that the Clearing Member may subsequently learn are the subject of Confidential Material and, furthermore, LCH SA agrees that it shall not be able to assert that the Clearing Member has a conflict of interest in doing so nor shall LCH SA have a claim or action in respect of the foregoing against the Clearing Member or any of its directors, employees or other representatives.

6 Remedies

Without affecting any other rights or remedies that LCH SA may have, the Clearing Member acknowledges that LCH SA may be irreparably harmed by any breach of the terms of the CDS Default Management Process and that damages alone may not necessarily be an adequate remedy. Accordingly, LCH SA will be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms, and not proof of special damages will be necessary to enforce the CDS Default Management Process.

General Terms of Participation in the CDS Default Management Group

7 Conflict of interest

The Clearing Member shall procure that, in the event that a DMG Member takes the view that a possible conflict of interest may arise with regard to any matter forming part of the business of the CDS Default Management Group, he shall promptly report his view to the Chairman of the CDS Default Management Group, who shall act accordingly, taking the advice of other DMG Members as appropriate.

8 Confidentiality

- 8.1** Subject to paragraph 8.3 below, the Clearing Member shall procure that the DMG Member shall keep all Confidential Material strictly confidential to himself and will not disclose it to any person who is not a DMG Member (including, for the avoidance of doubt, the Clearing Member who recommended his appointment to the CDS Default Management Group or his employer (if different) or any other employee, adviser, officer or fellow worker of that Clearing Member or his employer) without the prior written permission of the managing director of LCH SA's risk management department or his properly authorised delegate, providing always that the DMG Member shall be relieved of such an obligation of confidentiality in respect of any Confidential Material if it comes into the public domain in the circumstances covered in paragraphs 1.1.1 and 1.1.2.
- 8.2** Subject to paragraph 8.3 below, the Clearing Member shall procure that the DMG Member shall not use any Confidential Material for any purpose other than the proper fulfilment of his duties as a DMG Member.
- 8.3** The parties acknowledge that, where LCH SA has declared an Event of Default in accordance with Article 4.3.1.2, the DMG Member may be required by a Clearing Member and/or his employer (if different) to provide certain services to LCH SA in the management of the default. In such event, and only in such event, the parties acknowledge that the DMG Member shall be entitled to disclose any part or parts of the Confidential Material as may be agreed by LCH SA, in such manner and form and in accordance with such procedures as may prescribed by LCH SA and/or the CDS Default Management Group with regard to the management of that default.
- 8.4** Upon request by LCH SA, and in any event upon termination of the membership of the DMG Member of the CDS Default Management Group, the Clearing Member shall procure that the DMG Member shall promptly return to LCH SA by a secure method of transportation all or any part of the Confidential Material and all copies thereof in his possession or control, including all abstracts, notes, drawings and other papers, programs and records incorporating any of that Confidential Material, or shall destroy such information and shall certify to LCH SA in writing that it has done so, provided that the DMG Member is permitted to retain a copy thereof to comply with applicable legal or regulatory requirements.

9 Warranty and representation

The Clearing Member represents and warrants that it will procure that:

- 9.1** the Clearing Member and the DMG Member's employer (if different) are aware of the obligations of confidentiality arising out of the CDS Default Management Process; and

- 9.2** nothing in the CDS Default Management Process will cause the DMG Member to breach any duty or obligation (whether arising pursuant to contract or otherwise) which he owes to the Clearing Member or to his employer, if different, or any other contract counterparty of the DMG Member.

EXHIBIT 5.2

LCH The Markets'
Partner

CDSClear

LCH SA
CDS Clearing Supplement

~~18 April~~ [●] 20176

EXHIBIT 5.2

This document is for use with the clearing of index linked [credit derivative](#) transactions, ~~and~~ single name [credit derivative](#) transactions ~~and swaption transactions in respect of index linked credit derivative transactions~~. The CDS Clearing Supplement is split into ~~two~~~~three~~ parts, Part A, ~~and~~ 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.](#)

EXHIBIT 5.2

PART A
CDS CLEARING SUPPLEMENT

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

CONTENTS

| SECTION | PAGE |
|--|-------------|
| 1. GENERAL PROVISIONS..... | 337 |
| 2. TERMS OF CLEARED TRANSACTIONS..... | 348 |
| 3. PAYMENTS AND DELIVERIES..... | 355 |
| 4. CREDIT EVENTS, SUCCESSION EVENTS AND RENAME EVENTS..... | 355 |
| 5. RESTRUCTURING..... | 359 |
| 6. PHYSICAL SETTLEMENT | 362 |
| 7. DELIVERY OF NOTICES AND FALLBACKS | 374 |
| 8. MATCHED PAIR DESIGNATIONS AND NOTICES | 383 |
| 9. SELF-REFERENCING TRANSACTIONS | 387 |
| 10. MANDATORY PROVISIONS FOR CCM CLIENT TRANSACTIONS | 391 |
| 11. AMENDMENTS..... | 391 |
| 12. FORMS OF NOTICES | 391 |
| 13. EXCLUSION OF LIABILITY | 392 |
| 14. DISPUTE RESOLUTION | 392 |
| 15. GOVERNING LAW | 393 |

EXHIBIT 5.2

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.

EXHIBIT 5.2

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*).

EXHIBIT 5.2

Clearing Member Self Referencing Transaction: A Single Name Cleared Transaction which is registered in the 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 than 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

EXHIBIT 5.2

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

EXHIBIT 5.2

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 Untranching 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 Untranching 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-couponsing Notice: As set-out in Section 4.4 (*Re-couponsing 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.

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

(e) otherwise, as determined by LCH SA in consultation with the CDS Clear 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

EXHIBIT 5.2

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 (*Recouping*) 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.

EXHIBIT 5.2

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

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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

EXHIBIT 5.2

Transaction is created pursuant to Section 5.15 (*Recouping*) 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.

EXHIBIT 5.2

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

EXHIBIT 5.2

(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 CDS Clear 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;

EXHIBIT 5.2

- (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".

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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

EXHIBIT 5.2

- (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-couponsing of Restructuring Cleared Transactions

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

EXHIBIT 5.2

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-couponsing Notice**”) all of the relevant Clearing Members of its intention to perform such re-couponsing and the intended date of such re-couponsing (such date, the “**Re-Couponsing Date**”);
- (b) the Re-Couponsing 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-couponsing Notice;
- (c) all of the relevant Clearing Members have subsequently consented to the proposed re-couponsing, subject to confirmation of the terms of such re-couponsing, within five Transaction Business Days of the effective date of the Initial Re-couponsing Notice;
- (d) after receiving consent from all relevant Clearing Members in accordance with paragraph (c) above, LCH SA notifies (such notice, the “**Re-couponsing Notice**”) the relevant Clearing Members, no later than three Transactions Business Days prior to the Re-Couponsing 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-couponsing process as set out in the Re-couponsing Notice within two Transaction Business Days of the effective date of the Re-couponsing Notice.

For the avoidance of doubt, if, in respect of a proposed re-couponsing 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-couponsing 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).

EXHIBIT 5.2

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;

EXHIBIT 5.2

- (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*).

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

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**");

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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

EXHIBIT 5.2

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*

EXHIBIT 5.2

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*

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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

EXHIBIT 5.2

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.

EXHIBIT 5.2

(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

EXHIBIT 5.2

(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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

(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

EXHIBIT 5.2

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.

EXHIBIT 5.2

(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:

EXHIBIT 5.2

- (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.

EXHIBIT 5.2

(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).

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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

EXHIBIT 5.2

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 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, 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.

EXHIBIT 5.2

(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

EXHIBIT 5.2

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 Self Referencing Transactions in respect of Clients

(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:

- (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;

or 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

EXHIBIT 5.2

- (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) Transfer and Auction Process

Following the giving of any such notification or occurrence of a Self Referencing Transaction due to a Transfer under Title V Chapter 3, Title VI Chapter 3 or article 4.3 of the Default Management Process,

- (i) if the Self Referencing Transaction is a Clearing Member Self Referencing Transaction, the relevant Client may request the transfer of such Self Referencing Transaction to a Receiving Clearing Member which is not, and none of its Affiliates are, the Reference Entity of the affected Single Name Cleared Transaction, in accordance with Title V Chapter 3 or Title VI Chapter 3 as applicable of the CDS Clearing Rule Book;
- (ii) if such transfer has not been completed in a reasonable timeframe as determined by LCH SA in consultation with the Carrying Clearing Member, or the Self Referencing Transaction is a Client Self Referencing Transaction, 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
- (iii) the provisions of Section 9.1. (*Occurrence of 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 Self Referencing Transactions in respect of Clients*)";
 - (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 inserting the words “, where the relevant Self Referencing Transaction is a Clearing Member

EXHIBIT 5.2

Self Referencing Transaction only," immediately after the word "excluding" in the final paragraph thereof;

- (E) Section 9.1(f) (*Creation of New Transactions and Termination of Existing Transactions*) is amended by inserting the words "if the relevant Self Referencing Transaction is a Clearing Member Self Referencing Transaction" immediately after 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 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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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 hereto¹.

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

EXHIBIT 5.2

SCHEDULE

Credit Derivative Transaction Details

| [Clearing Member] acting as Seller/Buyer | Restructuring Matched Pair ID | Trade ID | Reference Entity | Trade Date | Effective Date | Exercise Amount² |
|---|--------------------------------------|-----------------|-------------------------|-------------------|-----------------------|------------------------------------|
| [Seller] [Buyer] | [●] | [●] | [●] | [●] | [●] | [●] |

² Where different to the outstanding Floating Rate Payer Calculation Amount

EXHIBIT 5.2

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 hereto³.

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

EXHIBIT 5.2

SCHEDULE

Credit Derivative Transaction Details

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

EXHIBIT 5.2

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 hereto⁴.

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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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:

EXHIBIT 5.2

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 Procedure⁷

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

EXHIBIT 5.2

Name:

Title:

Countersigned by LCH SA

Name:

Title:

EXHIBIT 5.2

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 |
|-------------------------------|----------|------------------|------------|----------------|---|--|
| [●] | [●] | [●] | [●] | [●] | [●] | [●] |

EXHIBIT 5.2

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,

EXHIBIT 5.2

[Matched Buyer]

Name:

Title:

EXHIBIT 5.2

**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:

EXHIBIT 5.2

SCHEDULE

Settlement Matched Pair Details

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

EXHIBIT 5.2

**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:

EXHIBIT 5.2

SCHEDULE

Settlement Matched Pair Details

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

EXHIBIT 5.2

**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]

EXHIBIT 5.2

**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:

EXHIBIT 5.2

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:

EXHIBIT 5.2

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 hereto⁸.

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

EXHIBIT 5.2

SCHEDULE

Credit Derivative Transaction Details

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

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

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 excluded 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 thereto 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-coupling 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

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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:

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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

EXHIBIT 5.2

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:

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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

EXHIBIT 5.2

- 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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*) 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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*), 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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*), 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.

EXHIBIT 5.2

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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*) 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 has given notice to LCH SA pursuant to Section 9.1 (*Occurrence of Self Referencing Transaction*) of the CDS Clearing Supplement or 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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*) 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.

EXHIBIT 5.2

PART B
CDS CLEARING SUPPLEMENT

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

CONTENTS

| SECTION | PAGE |
|--|-------------|
| 1. GENERAL PROVISIONS..... | 432 |
| 2. TERMS OF CLEARED TRANSACTIONS..... | 444 |
| 3. PAYMENTS AND DELIVERIES..... | 450 |
| 4. CREDIT EVENTS, SUCCESSION EVENTS AND RENAME EVENTS..... | 451 |
| 5. RESTRUCTURING..... | 455 |
| 6. PHYSICAL SETTLEMENT | 457 |
| 7. DELIVERY OF NOTICES AND FALLBACKS | 470 |
| 8. MATCHED PAIR DESIGNATIONS AND NOTICES | 479 |
| 9. SELF-REFERENCING TRANSACTIONS | 483 |
| 10. MANDATORY PROVISIONS FOR CCM CLIENT TRANSACTIONS | 487 |
| 11. AMENDMENTS..... | 487 |
| 12. FORMS OF NOTICES | 487 |
| 13. EXCLUSION OF LIABILITY | 488 |
| 14. DISPUTE RESOLUTION | 392 |
| 15. GOVERNING LAW | 393 |

EXHIBIT 5.2

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*).

EXHIBIT 5.2

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

CDS Clear 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

EXHIBIT 5.2

(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 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 than 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

EXHIBIT 5.2

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.⁹

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;

⁹ Further amendments to be considered once new confirmations published.

EXHIBIT 5.2

- (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 Untranchured 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 Untranchured 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 Untranchured 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 Untranchured 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

EXHIBIT 5.2

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-couponsing Notice: As set-out in Section 4.4 (*Re-couponsing 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

EXHIBIT 5.2

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

EXHIBIT 5.2

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

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

EXHIBIT 5.2

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 (*Recouping*) 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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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

EXHIBIT 5.2

(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

EXHIBIT 5.2

- (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 (*Recouping*) 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

EXHIBIT 5.2

(*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,

EXHIBIT 5.2

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:

EXHIBIT 5.2

"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 Untranchored 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 Untranchored 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;

EXHIBIT 5.2

- (f) (i) if the Transaction Type specified in respect of the Single Name Cleared Transaction is "European Corporate" or "Standard European 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

EXHIBIT 5.2

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.

EXHIBIT 5.2

(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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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-couponsing of Restructuring Cleared Transactions

Following a Restructuring Credit Event, LCH SA may perform re-couponsing 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-couponsing Notice**”) all of the relevant Clearing Members of its intention to perform such re-couponsing and the intended date of such re-couponsing (such date, the “**Re-Couponsing Date**”);
- (b) the Re-Couponsing 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-couponsing Notice;
- (c) all of the relevant Clearing Members have subsequently consented to the proposed re-couponsing, subject to confirmation of the terms of such re-couponsing, within five Transaction Business Days of the effective date of the Initial Re-couponsing Notice;
- (d) after receiving consent from all relevant Clearing Members in accordance with paragraph (c) above, LCH SA notifies (such notice, the “**Re-couponsing Notice**”) the relevant Clearing Members, no later than three Transactions Business Days prior to the Re-Couponsing 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-couponsing process as set out in the Re-couponsing Notice within two Transaction Business Days of the effective date of the Re-couponsing Notice.

For the avoidance of doubt, if, in respect of a proposed re-couponsing 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-couponsing process again in accordance with this Section 4.4 for so long as any relevant Restructuring Cleared Transactions remain outstanding.

EXHIBIT 5.2

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).

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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

EXHIBIT 5.2

- (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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

(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

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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

EXHIBIT 5.2

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*);

EXHIBIT 5.2

- (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:

EXHIBIT 5.2

- (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.

EXHIBIT 5.2

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;

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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.

EXHIBIT 5.2

(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)

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

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).

EXHIBIT 5.2

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

EXHIBIT 5.2

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.

EXHIBIT 5.2

(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

EXHIBIT 5.2

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)

EXHIBIT 5.2

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.

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

- (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

EXHIBIT 5.2

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:

- (iii) 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
- (iv) 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

EXHIBIT 5.2

- (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 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, 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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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 Self Referencing Transactions in respect of Clients

(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:

- (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;

or 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;

EXHIBIT 5.2

- (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) Transfer and Auction Process

Following the giving of any such notification or occurrence of a Self Referencing Transactions due to a Transfer under Title V Chapter 3, Title VI Chapter 3 or article 4.3 of the Default Management Process,

- (i) if the Self Referencing Transaction is a Clearing Member Self Referencing Transaction, the relevant Client may request the transfer of such Self Referencing Transaction to a Receiving Clearing Member which is not, and none of its Affiliates are, the Reference Entity of the affected Single Name Cleared Transaction, in accordance with Title V Chapter 3 or Title VI Chapter 3 as applicable of the CDS Clearing Rule Book;
- (ii) if such transfer has not been completed in a reasonable timeframe as determined by LCH SA in consultation with the Carrying Clearing Member, or the Self Referencing Transaction is a Client Self Referencing Transaction, 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
- (iii) the provisions of Section 9.1. (*Occurrence of 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 Self Referencing Transactions in respect of Clients*)";
 - (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";

EXHIBIT 5.2

- (D) Section 9.1(e) (*Auction Terms*) is amended by inserting the words ", where the relevant Self Referencing Transaction is a Clearing Member Self Referencing Transaction only," immediately after the word "excluding" in the final paragraph thereof;
- (E) Section 9.1(f) (*Creation of New Transactions and Termination of Existing Transactions*) is amended by inserting the words "if the relevant Self Referencing Transaction is a Clearing Member Self Referencing Transaction" immediately after 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 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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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 hereto¹⁰.

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:

¹⁰ A single Credit Event Notice may be submitted for multiple trades in respect of the same Counterparty

EXHIBIT 5.2

SCHEDULE

Credit Derivative Transaction Details

| [Clearing Member] acting as Seller/Buyer | Restructuring Matched Pair ID | Trade ID | Reference Entity | Trade Date | Effective Date | Exercise Amount¹¹ |
|---|--------------------------------------|-----------------|-------------------------|-------------------|-----------------------|-------------------------------------|
| [Seller] [Buyer] | [●] | [●] | [●] | [●] | [●] | [●] |

¹¹ Where different to the outstanding Floating Rate Payer Calculation Amount

EXHIBIT 5.2

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 hereto¹².

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:

¹² A single Notice to Exercise Movement Option may be submitted for multiple trades in respect of the same Counterparty

EXHIBIT 5.2

SCHEDULE

Credit Derivative Transaction Details

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

EXHIBIT 5.2

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 hereto¹³.

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:

¹³ A single Notice of Physical Settlement may be submitted for multiple trades in respect of the same Counterparty

EXHIBIT 5.2

SCHEDULE

Credit Derivative Transaction Details

| Settlement Matched Pair ID | Trade ID | Reference Entity | Trade Date | Effective Date | Deliverable Obligation(s) ¹⁴ |
|-------------------------------|----------|------------------|------------|----------------|--|
| [●] | [●] | [●] | [●] | [●] | [Currency][Due and Payable Amount]][●] |

¹⁴ 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)

EXHIBIT 5.2

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:

EXHIBIT 5.2

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:

EXHIBIT 5.2**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 Procedure¹⁵

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]

¹⁵ A single Notice to Exercise Alternative Delivery Procedure may be submitted for multiple trades in respect of the same Counterparty

EXHIBIT 5.2

Name:

Title:

Countersigned by LCH SA

Name:

Title:

EXHIBIT 5.2

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 |
|-------------------------------|----------|------------------|------------|----------------|---|--|
| [●] | [●] | [●] | [●] | [●] | [●] | [●] |

EXHIBIT 5.2

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,

EXHIBIT 5.2
[Matched Buyer]

Name:

Title:

EXHIBIT 5.2

**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:

EXHIBIT 5.2

SCHEDULE

Settlement Matched Pair Details

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

EXHIBIT 5.2

**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:

EXHIBIT 5.2

SCHEDULE

Settlement Matched Pair Details

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

EXHIBIT 5.2

**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]

EXHIBIT 5.2

**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:

EXHIBIT 5.2

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:

EXHIBIT 5.2

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 hereto¹⁶.

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:

¹⁶ A single Credit Event Notice may be submitted for multiple trades in respect of the same Counterparty

EXHIBIT 5.2

SCHEDULE

Credit Derivative Transaction Details

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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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-couponsing 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.

EXHIBIT 5.2

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,

EXHIBIT 5.2

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

EXHIBIT 5.2

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.

EXHIBIT 5.2

(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

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

- (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 ISDA 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

EXHIBIT 5.2

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,

EXHIBIT 5.2

(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

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

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

EXHIBIT 5.2

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:

- iv) 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;
- v) the CCM Client and the Reference Entity in relation to such Single Name CCM Client Transaction are or become Affiliates; or
- vi) 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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*) 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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*), 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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*), 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

EXHIBIT 5.2

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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*) 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 has given notice to LCH SA pursuant to Section 9.1 (*Occurrence of Self Referencing Transaction*) of the CDS Clearing Supplement or 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 9.1 (*Occurrence of Self Referencing Transaction*) or Section 9.2 (*Occurrence of Self Referencing Transactions in respect of Clients*) 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.

EXHIBIT 5.2

PART C
CDS CLEARING SUPPLEMENT
FOR CREDIT INDEX SWAPTIONS

CONTENTS

| <u>SECTION</u> | <u>PAGE</u> |
|---|-------------|
| <u>1. GENERAL PROVISIONS.....</u> | <u>530</u> |
| <u>2. TERMS OF CLEARED TRANSACTIONS.....</u> | <u>539</u> |
| <u>3. PAYMENTS</u> | <u>541</u> |
| <u>4. CREDIT EVENTS AND SUCCESSION EVENTS.....</u> | <u>542</u> |
| <u>5. RESTRUCTURING.....</u> | <u>543</u> |
| <u>6. EXERCISE MATCHED PAIRS.....</u> | <u>548</u> |
| <u>7. SETTLEMENT.....</u> | <u>550</u> |
| <u>8. DELIVERY OF NOTICES.....</u> | <u>553</u> |
| <u>9. MATCHED PAIR DESIGNATIONS.....</u> | <u>558</u> |
| <u>10. MANDATORY PROVISIONS FOR CCM CLIENT TRANSACTIONS</u> | <u>561</u> |
| <u>11. AMENDMENTS.....</u> | <u>561</u> |
| <u>12. FORMS OF NOTICES</u> | <u>561</u> |
| <u>13. EXCLUSION OF LIABILITY</u> | <u>562</u> |
| <u>14. DISPUTE RESOLUTION</u> | <u>562</u> |
| <u>15. GOVERNING LAW</u> | <u>562</u> |

EXHIBIT 5.2

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

EXHIBIT 5.2

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 8.4 (*Clearing Member Notices*).

Clearing Member Notice Deadline: As set out in Section 8.4 (*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.

EXHIBIT 5.2

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

EXHIBIT 5.2

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 Untranchet 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).

EXHIBIT 5.2

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.

EXHIBIT 5.2

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 a Swaption Restructuring Matched Pair pursuant to Section 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.

EXHIBIT 5.2

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

EXHIBIT 5.2

(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 the credit default swap 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;

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

(b) the CDS Admission Agreement;

(c) this CDS Clearing Supplement;

(d) an Index Swaption Cleared Transaction Confirmation;

(e) the Procedures; or

(f) 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.

EXHIBIT 5.2

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)).

EXHIBIT 5.2

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

EXHIBIT 5.2

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.";

EXHIBIT 5.2

(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

EXHIBIT 5.2

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

EXHIBIT 5.2

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 9.1 (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.

EXHIBIT 5.2

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 8 (*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.

EXHIBIT 5.2

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

EXHIBIT 5.2

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;

EXHIBIT 5.2

- (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 4.3 (*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.

EXHIBIT 5.2

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 9.1 (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

EXHIBIT 5.2

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 8 (*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 8.2 (*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.

EXHIBIT 5.2

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 Index 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

EXHIBIT 5.2

(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

EXHIBIT 5.2

(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

EXHIBIT 5.2

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**

EXHIBIT 5.2

Subject to Section 8.2 (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

EXHIBIT 5.2

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 8 (*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 8, 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

EXHIBIT 5.2

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 (b) 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

EXHIBIT 5.2

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 9 (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 8:

- (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;

EXHIBIT 5.2

- (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:

EXHIBIT 5.2

- (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 9.1 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 9.1; 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 9.1 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 9.1.

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

EXHIBIT 5.2

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 9 (*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 8.4(a) (*Duty to deliver Clearing Member Notices*) above in respect of such notice.

EXHIBIT 5.2

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 8.6 (*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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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 hereto¹.

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

EXHIBIT 5.2

SCHEDULE

Exercise Cleared Transaction Details

| <u>Exercise Matched Pair ID</u> | <u>Underlying Index</u> | <u>Swaption Type</u> | <u>Expiration Date</u> | <u>Swaption Notional Amount / Original Notional Amount</u> | <u>Amount of Original Notional Amount exercised</u> |
|---------------------------------|---|----------------------------|------------------------|--|---|
| [●] | iTraxx® Europe [<i>index name</i>] 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.

EXHIBIT 5.2

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 hereto².

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

EXHIBIT 5.2

SCHEDULE

Exercise Cleared Transaction Details

| <u>Exercise Matched Pair ID</u> | <u>Underlying Index</u> | <u>Swaption Type</u> | <u>Expiration Date</u> | <u>Swaption Notional Amount / Original Notional Amount</u> |
|-------------------------------------|---|---------------------------|----------------------------|--|
| [●] | iTraxx® Europe [<i>index name</i>] 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.

EXHIBIT 5.2

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 hereto³.

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:

SCHEDULE

Swaption Restructuring Cleared Transaction Details

| <u>[Clearing Member] acting as CDS Seller/Buyer</u> | <u>Swaption Restructuring Matched Pair ID</u> | <u>Reference Entity</u> | <u>Swaption Trade Date</u> | <u>Triggered Amount⁴</u> |
|---|---|-------------------------|----------------------------|-------------------------------------|
| <u>[Seller]</u> <u>[Buyer]</u> | <u>[●]</u> | <u>[●]</u> | <u>[●]</u> | <u>[●]</u> |

³ A single Credit Event Notice may be submitted for multiple trades in respect of the same Counterparty

⁴ Where different to the relevant SRMP Triggerable Amount

EXHIBIT 5.2

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 hereto⁵.

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:

Title:

⁵ A single Notice to Exercise Movement Option may be submitted for multiple trades in respect of the same Counterparty

EXHIBIT 5.2

SCHEDULE

Swaption Restructuring Cleared Transaction Details

| <u>Swaption Restructuring Matched Pair ID</u> | <u>Reference Entity</u> | <u>Swaption Trade Date</u> | <u>Auction Settlement Terms</u> |
|---|-----------------------------|--------------------------------|---|
| [●] | [●] | [●] | [●] |

EXHIBIT 5.2

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 8.6 (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 8.6 (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:

EXHIBIT 5.2

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 [[●] 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

EXHIBIT 5.2

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 9.1 (*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*)

EXHIBIT 5.2

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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.2

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.

EXHIBIT 5.3



CDSClear

LCH SA CDS Clearing Procedures

Section 1 - Membership

~~1 August 2016~~



CONTENTS

SECTION 1 - MEMBERSHIP

| | | |
|-----|---|-----|
| 1.1 | APPLICATION PROCEDURE..... | 582 |
| 1.2 | CHANGE IN THE CDS MEMBERSHIP TYPE PROCEDURE..... | 587 |
| 1.3 | SETTLEMENT FINALITY DIRECTIVE | 588 |

EXHIBIT 5.3

Capitalised terms used in this Membership Procedure and not otherwise defined herein shall have the meaning given pursuant to the remainder of the CDS Clearing Documentation, as such term is defined in the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

1.1 APPLICATION PROCEDURE

(a) Indicative timeline for an application

The following is an indicative, non-binding timeline for the processing of an application. The exact period to process an application will depend on the circumstances; for example, the period may be longer where LCH SA requests that the Applicant provides further information or a legal opinion is required to be issued.

(b) Initial review

An Applicant shall first submit an initial query to LCH SA's membership department or CDSClear Business Development & Relationship Management team, which, in turn, will request such Applicant to provide the following:

- (i) the most recent annual financial statements along with any interim statements of such Applicant; and
- (ii) details of any implicit or explicit support available from group or external entities.

Following receipt of the information and documents listed in sub-paragraphs (i) and (ii) above, LCH SA will carry out an initial review to assess the credit risk of the Applicant. LCH SA shall endeavour to review the information and documents within 5 Business Days from receipt by LCH SA but owes no duty or obligation to the Applicant to do so.

Following completion of the initial review, LCH SA will:

- (x) either confirm that the Applicant may submit the LCH SA's admission form relating to the CDS Clearing Service which is available on the Website (the "**CDSClear Admission Form**"). In such a case, the next steps of the application process as set out in sub-paragraphs (c) to (f) below will apply; or
- (y) refuses admission of the Applicant.

The decision of LCH SA shall be communicated to the Applicant by registered mail. Where an Applicant was refused admission, the decision of LCH SA will indicate the reasons why membership was refused.

(c) Application process

Where the country of incorporation of the Applicant is not covered by an existing legal opinion, which will require LCH SA to provide the relevant legal opinion, the indicative timeline as set out in this sub-paragraph (c) below will be extended from 30 Business Days to 40 Business Days from receipt of the CDSClear Admission Form and required supported documents by LCH SA (including any additional information or documents requested by LCH SA).

Day 1

CDSClear Admission Form and other supporting documents are submitted by an Applicant.

Day 1 to 30

Application is reviewed by LCH SA and due diligence is carried out on the Applicant which may include a site visit.

Day 30

Application is either: rejected, accepted or accepted with conditions.

(d) CDSClear Admission Form

An Applicant shall complete the CDSClear Admission Form. The Applicant must:

- (i) complete all sections of the CDSClear Admission Form and in particular, the Applicant must select one of the available types of membership of the CDS Clearing Service (each a “**CDS Membership Type**”); and
- (ii) provide all documents required to be submitted with the CDSClear Admission Form. In particular, an Applicant that wishes to be admitted as a Select Member shall: (x) provide LCH SA with the Product Family Form duly completed by that Select Member; and (y) if that Select Member wishes to receive the Price Requirement Files, shall inform LCH SA of the existence of arrangements as are necessary for it to provide LCH SA with Market Data in accordance with Section 5 of the Procedures.

For further information please contact the CDSClear Business Development & Relationship Management team by email at cdsclearbusinessdevrm@lch.com or on +44 (0) 203 137 4516.

LCH SA has the right, at its sole discretion, to amend the CDSClear Admission Form.

If an Applicant is an existing clearing member of another clearing service provided by the LCH.Clearnet Group, then LCH SA may waive the requirement to provide certain documents on the basis that LCH SA already holds the relevant information. The

EXHIBIT 5.3

CDS Clearing Procedures

Membership

CDSClear Business Development & Relationship Management team will notify an Applicant that is an existing clearing member as to the documents it will be required to provide.

Application fees are displayed on the Website.

(e) Due diligence and review process

An Applicant must accept that during the review process LCH SA:

- (i) is entitled to make enquiries of any nature about the Applicant and any person connected or associated with the Applicant;
- (ii) is entitled to ask the Applicant to supply additional information and take whatever steps are necessary to verify information;
- (iii) is entitled to provide and/or disclose information to a Competent Authority, Regulatory Body, LCH SA's insurers in connection with any form of insurance, or otherwise in accordance with the CDS Clearing Documentation;
- (iv) is entitled to request that operational tests are carried out to ensure that the Applicant is operationally capable of using the CDS Clearing Service; and
- (v) may disclose to a third party (for example, technology providers or settlement service providers) the name, address, registered number and details of any exchange or clearing memberships held or applied for to the extent that such disclosure is required to facilitate the Applicant's membership application.

During the review process, the Applicant must notify LCH SA by email to the CDSClear Business Development & Relationship Management team at cdsclearbusinessdevrm@lch.com of changes to the:

- (i) information and any other documentation supplied (at any stage) to LCH SA with the CDSClear Admission Form and/or in support of the application; and
- (ii) facts and circumstances concerning the Applicant which would affect its ability to perform its obligations under the CDS Clearing Documentation and/or the orderly conduct of its activities as a Clearing Member

LCH SA shall endeavour to review the information and documents in the application within 30 Business Days or 40 Business Days if a legal opinion is required to be issued, if applicable, from receipt by LCH SA (including any additional information or documents requested by LCH SA) but owes no duty or obligation to the Applicant to do so.

EXHIBIT 5.3
CDS Clearing Procedures

Membership

As part of the review process the Applicant may expect at least one visit to the Applicant's operations office by one or more LCH SA representatives (which may include any of LCH SA's third party advisers). LCH SA will give an Applicant reasonable advance notice of any proposed visit. An Applicant may refuse access to any or all LCH SA representatives or third party advisers but any such refusal of access may result in the application process being delayed and/or LCH SA being unable to process the Applicant's application. During this visit the Applicant should be able to show the LCH SA representatives the following:

- (i) operational personnel – who may be questioned to identify their individual knowledge of CDS [and, as the case may be, Index Swaptions](#);
- (ii) computer systems; and
- (iii) on-site procedures.

The decision of LCH SA shall be communicated to the Applicant at the address specified in the application by registered mail.

The CDS Membership Type to which the Clearing Member has been admitted [and as the case may be, its registration for the Index Swaption Clearing Service](#), will be specified in the approval letter sent by LCH SA.

LCH SA may refuse an Applicant admission to membership if the conditions set out in Article 2.2.1.1 of the CDS Clearing Rule Book have not been satisfied or if it considers that such admission may adversely affect the operation of the CDS Clearing System or the provision of the CDS Clearing Service. The decision to refuse admission to membership will indicate the reasons why membership was refused.

- (f) Fulfilment of any conditions attached to approval

LCH SA may impose conditions or limitations on the exercise of certain rights under the CDS Clearing Documentation, provided that such conditions or limitations are imposed without discrimination.

If the Applicant is approved as a Clearing Member it shall, before submission of its first Original Transaction for registration and clearing by LCH SA:

- (i) provide LCH SA with (x) a duly signed copy of the CDS Admission Agreement and the Access Agreement (which enables access to the CDS Clearing System and is available on the Website) and (y) any remaining documents and information as notified in the approval letter; and
- (ii) comply with all requirements set out in Title II of the CDS Clearing Rule Book.

A Clearing Member must begin clearing operations within six months after LCH SA provides notice of its admission, unless LCH SA agrees to extend the time limits.

Where the Clearing Member fails to start clearing operations within six months, the admission decision shall be automatically revoked and any new admission will require compliance with the provisions of this Paragraph 1.1.

- (g) The provision of CDS Client Clearing Services by a Clearing Member

Pursuant to Article 5.1.1.1, or Article 6.1.1.1 as applicable, of the CDS Clearing Rule Book, a Clearing Member must, in respect of each prospective Client, provide LCH SA with:

- (i) a form relating to the provision of CDS Client Clearing Services (the “**Client Clearing Form**”) which is available upon request to LCH SA’s CDSClear Business Development & Relationship Management team (cdsclearbusinessdevrm@lch.com or on +44 (0) 203 137 4516); and
- (ii) all documents required to be submitted with the Client Clearing Form.

LCH SA shall:

- (i) review the Client Clearing Form and the related supporting documents; and
- (ii) endeavour to confirm, within 10 Business Days from the date of their receipt, that the Client Clearing Form and the related supporting documents have been duly filled and submitted (the “**Confirmation Notice**”).

The Confirmation Notice takes the form of an email sent to the person designated as the relevant contact in the Client Clearing Form.

The Clearing Member may start providing CDS Client Clearing Services to the relevant Client 5 Business Days from the receipt of the Confirmation Notice.

In respect of a Clearing Member which submits its first Client Clearing Form, the above-mentioned timeline is subject to:

- (i) the successful completion of the operational tests requested by LCH SA to ensure that the Clearing Member is operationally capable of using the LCH SA’s client clearing platform; and
- (ii) the putting in place of a Power of Attorney in respect of one of its TARGET2 Accounts for the purposes of posting Collateral in respect of its Client Margin Accounts in accordance with Article 2.2.7.5 of the CDS Clearing Rule Book and Section 3 of the Procedures.

Where CDS Client Clearing Services are provided by a CCM to a CCM Individual Segregated Account Client which is, in turn, providing indirect clearing services to its CCM Indirect Clients, the CCM will request LCH SA to open a CCM Indirect Client Segregated Account Structure in respect of all the CCM Indirect Clients of such CCM Individual Segregated Account Structure by submitting a form which is available

EXHIBIT 5.3

CDS Clearing Procedures

Membership

upon request to LCH SA's CDSClear Business Development & Relationship Management team (cdsclearbusinessdevrm@lch.com, +44 (0) 203 137 4516).

LCH SA will confirm, within 2 Business Days from the date of their receipt, that the form has been duly filled and submitted, by sending an email to the person designated as the relevant contact in the submitted form.

The CCM Indirect Client Segregated Account Structure will be opened by LCH SA 5 Business Days from the receipt of the e-mail referred to in the previous paragraph.

Branches

- (a) Each branch of a Clearing Member that wishes to use the CDS Clearing Service must complete a reduced CDSClear Admission Form and be approved by LCH SA at its sole discretion. Further details relating to the CDSClear Admission Form or the application process for branches can be obtained from the CDSClear Business Development & Relationship Management team by email at cdsclearbusinessdevrm@lch.com or on +44 (0) 203 137 4516.

- (b) Clearing codes

This paragraph applies to a branch that has been accepted to participate in the CDS Clearing Service.

If the branch has a TIW Participant code that is different to that of the existing Clearing Member's, that branch will be assigned its own separate clearing code.

Although each branch is the same legal entity as the relevant Clearing Member, for operational purposes, each clearing code is treated as though it is a separate clearing member. For example, each clearing code will be allocated to an Account Structure that will record Cleared Transactions, will have its own Margin Requirements and will be required to transfer requisite Collateral in respect of such Margin Requirements. Additionally, each branch (operating under a separate clearing code) is required make a separate Contribution to the CDS Default Fund.

- (c) Participation in the CDS Clearing Service

Each Clearing Member participates in the CDS Clearing Service as single entity, irrespective of the number of participating branches and clearing codes. In particular, each Clearing Member: (i) may have a maximum of one representative on the CDS Default Management Group; and (ii) will have one vote for the purposes of Article 1.2.2.7. An Event of Default which is declared in respect of a Clearing Member will apply in respect of all its clearing codes and branches.

1.2 **CHANGE IN THE CDS MEMBERSHIP TYPE PROCEDURE**

If a Clearing Member wishes to change its CDS Membership Type or to be registered, or to be no longer registered, for the Index Swaption Clearing Service, that Clearing Member must

EXHIBIT 5.3

CDS Clearing Procedures

Membership

contact the CDS Clear Business Development & Relationship Management team by email at cdsclearbusinessdevrm@lch.com or on +44 (0) 203 137 4516 for further information.

Depending on the new CDS Membership Type it has selected or where such Clearing Member wishes to be registered for the Index Swaption Clearing Service, the CDS Clearing Member may be requested to provide additional information and/or documents.

Where a Clearing Member requests to be unregistered from the Index Swaption Clearing Service, LCH SA will not approve this request as long as there is any Index Swaption Cleared Transaction registered in that Clearing Member's Account Structure.

LCH SA shall notify the Clearing Member of its decision to:-

- (i) admit that Clearing Member to the new CDS Membership Type; and /or
- (ii) register or unregister, that Clearing Member for/from the Index Swaption Clearing Service,

and the effective date of such change, by sending an approval letter.

1.3 SETTLEMENT FINALITY DIRECTIVE

The following information is provided for the purpose of Article 1.0.1.2 of the CDS Clearing Rule Book.

Article R.330-3 of the French Monetary and Financial Code (*Code Monétaire et Financier*) which implements articles 6 and 10 of the Directive n°98/26/CE into French law, states that any person with a legitimate interest can obtain information about a system notified to the European Commission and its rules from its participants, upon request. A participant can fulfil its information obligation by referring to the rules approved by the *Autorité des Marchés Financiers* (www.amf-france.org). The rules approved by the *Autorité des Marchés Financiers* are the rules in the CDS Clearing Documentation.

EXHIBIT 5.3



CDSClear

LCH SA CDS Clearing Procedures

Section 2 - Margin and Price Alignment Interest

~~30 September 2016~~



CONTENTS

SECTION 2 – MARGIN AND PRICE ALIGNMENT INTEREST

| | | |
|------|---|-----|
| 2.1 | OVERVIEW | 591 |
| 2.2 | MARGIN | 591 |
| 2.3 | EXCESS COLLATERAL AND THE CLIENT COLLATERAL BUFFER | 594 |
| 2.4 | COLLATERAL AND CASH PAYMENTS | 596 |
| 2.5 | PAYMENT OF THE MARGIN REQUIREMENT, VARIATION MARGIN AND PROVISION OF EXCESS COLLATERAL AND CLIENT COLLATERAL BUFFER | 597 |
| 2.6 | REPORTS | 600 |
| 2.7 | INITIAL MARGIN | 601 |
| 2.8 | SELF-REFERENCING PROTECTION MARGIN | 602 |
| 2.9 | LIQUIDITY AND CONCENTRATION RISK MARGIN | 603 |
| 2.10 | ACCRUED FIXED AMOUNT LIQUIDATION RISK MARGIN | 603 |
| 2.11 | CREDIT EVENT MARGIN | 604 |
| 2.12 | ADDITIONAL MARGIN | 604 |
| 2.13 | VARIATION MARGIN | 605 |
| 2.14 | CONTINGENCY VARIATION MARGIN | 606 |
| 2.15 | PRICE ALIGNMENT INTEREST | 607 |
| 2.16 | CREDIT QUALITY MARGIN | 607 |
| 2.17 | EXTRAORDINARY MARGIN | 608 |

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

Capitalised terms used in this Margin and Price Alignment Interest Procedure and not otherwise defined herein shall have the meaning given pursuant to the remainder of the CDS Clearing Documentation, as such term is defined in the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

2.1 OVERVIEW

All Clearing Members are required to pay Margin to LCH SA.

Further information about the Margin components and the calculation methodology in respect of each such component set out in this Section 2 is available to Clearing Members on the secure section of the Website and through any reporting mechanism specified in a Clearing Notice and/or upon request from LCH SA's Risk Management Department on +33 1 70 37 10 43 or CDS.Risk.SA@lch.com. Such information will be updated and/or re-issued following consultation with the Risk Committee.

Section 3 of the Procedures provides further detail of how Collateral should be transferred, and Cash Payments made, by Clearing Members to LCH SA.

2.2 MARGIN

(a) Margin Requirement

For each Margin Account of each Clearing Member, the Margin Requirement consists of the following components:

- (i) Spread Margin;
- (ii) Short Charge Margin;
- (iii) Recovery Risk Margin;
- (iv) Self-Referencing Protection Margin;
- (v) Interest Rate Risk Margin;
- (vi) Liquidity and Concentration Risk Margin;
- (vii) Wrong Way Risk Margin;
- (viii) Accrued Fixed Amount Liquidation Risk Margin;
- (ix) Credit Event Margin;
- (x) Additional Margin;
- (xi) in respect of the House Margin Requirement only: Credit Quality Margin;
- (xii) Contingency Variation Margin; and
- (xiii) Extraordinary Margin.

EXHIBIT 5.3

Details of each of these components are set out below.

(b) Timing for calculation of the Margin Requirement

LCH SA will calculate the Margin Requirement for each Margin Account of each Clearing Member on each Business Day:

- (i) by no later than 04:00 CET, which will be the Margin Requirement for the Morning Call;
- (ii) by no later than the Start of Real Time; and
- (iii) whenever a position corresponding to the relevant trade leg of an Eligible Intraday Transaction is pre-registered in the relevant Clearing Member's Account Structure, in accordance with Section 3.1.7 of the CDS Clearing Rule Book, and the Intraday Novation Margin Requirement is calculated. The most recently calculated Margin Requirement for each Margin Account will be the Margin Requirement used for each of the First Intraday Call and the Second Intraday Call.

LCH SA will notify each Clearing Member of the Margin Requirement for each of its Margin Accounts through the relevant Margin Requirements Results File(s), in each case in accordance with, subject to and at the times set out in Section 5 of the Procedures.

(c) Variation Margin Requirement

Each Clearing Member is required to pay to LCH SA (or is entitled to receive from LCH SA, as applicable) Variation Margin to cover its Client Variation Margin Requirement(s) and/or its House Variation Margin Requirement, as detailed in Paragraph 2.12 below and in Section 3 of the Procedures.

(d) Aggregate Margin for Cleared Transactions which reference a single Reference Entity

Notwithstanding anything to the contrary in the CDS Clearing Documentation, the sum of the aggregate Variation Margin, Initial Margin and the Credit Event Margin that can be called from a Clearing Member that is a CDS Seller in respect of a Cleared Transaction referencing a single Reference Entity may not exceed the Floating Rate Payer Calculation Amount in respect of such Cleared Transaction.

(e) Additional Collateral in respect of Client Cleared Transactions of a "non-hedging nature" of an FCM Clearing Member

Each FCM Clearing Member shall ensure that with respect to a Client Cleared Transaction registered in its FCM Client Trade Account(s) that is of a "non-hedging nature" (as such term is used in Part 39 of the CFTC Regulations), it shall collect additional Collateral from the relevant FCM Client in respect of such Client Cleared Transaction at a level of 10% above the FCM Client Margin Requirement that LCH SA would normally require for such Client Cleared Transaction.

In connection with article 6.2.6.1 of the CDS Clearing Rule Book and this Paragraph 2.2 (e), FCM Clearing Members are not required to lodge such additional Collateral with LCH SA which is in excess of the relevant FCM Client Margin Requirement.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

- (f) Determination of the Legally Segregated Value ascribed to each FCM Client Financial Account

In accordance with Section 3.2 of the Procedures, LCH SA will calculate the FCM Margin Balance with respect to each FCM Client Margin Account of an FCM Clearing Member by determining the Legally Segregated Value recorded in the relevant FCM Client Financial Account.

LCH SA will determine the Legally Segregated Value of each FCM Clearing Member at the following times:

- (i) after the FCM Clearing Member's satisfaction of the Morning Call to reflect any increase or decrease in the relevant FCM Client Margin Requirement calculated for the purpose of the Morning Call in accordance with Article 6.2.5.1 (ii) of the CDS Clearing Rule Book;
- (ii) after the FCM Clearing Member's satisfaction of any Collateral Call (other than the Morning Call) to reflect only any increase in the relevant FCM Client Margin Requirement calculated for the purpose of such Collateral Call; and
- (iii) after each determination of the value of Collateral recorded in the FCM Client Collateral Account provided that (x) there is a decrease in the value resulting from this determination; and (y) such decrease will reduce the Legally Segregated Value in accordance with Article 6.2.4.3 (ii) of the CDS Clearing Rule Book.

LCH SA will record the amended Legally Segregated Value resulting from such determination in the relevant FCM Client Financial Account.

- (g) Calculation of Margin following a Payment Failure or the issuance of a Default Notice in respect of a Clearing Member

Pursuant to Article 1.2.9.2 and Article 4.3.2.3 of the CDS Clearing Rule Book, LCH SA may withhold payments it would otherwise be obliged to make to a Clearing Member under the CDS Clearing Documentation.

Where LCH SA withholds the payment (or repayment or reimbursement) of Margin due in respect of a Client Margin Account of the Clearing Member, LCH SA shall nevertheless continue to calculate the Margin that is due, in accordance with the CDS Clearing Rules, and update the records which are attributable to the relevant Client Collateral Account. As appropriate, any Margin which is calculated to be due in respect of the relevant Client Margin Account shall be an "accrual", forming part of the Client Assets which will either be:

- (i) ported in accordance with Clause 4.3.1(ii) of the CDS Default Management Process;
- (ii) taken into account when calculating the Client Clearing Entitlement pursuant to Clause 4.4.3 of the CDS Default Management Process; or
- (iii) transferred to a Receiving Clearing Member pursuant to TITLE V, Chapter 3 for CCMs and TITLE VI, Chapter 3 for FCM Clearing Members.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

2.3 EXCESS COLLATERAL AND THE CLIENT COLLATERAL BUFFER

(a) House Excess Collateral

A Clearing Member is entitled (but not obliged) to maintain Collateral over and above that which is needed to satisfy its House Margin Requirement. Such House Excess Collateral will be maintained in its House Collateral Account, in which case it will be used for the novation of House Trade Legs and taken into account by LCH SA when it calculates the amount of Collateral which is needed for the House Margin Account, as part of the Notional and Collateral Check (as set out in Paragraph 2.5(b) (i) below).

(b) Client Excess Collateral

A CCM is entitled to maintain Collateral over and above that which is needed to satisfy the CCM Client Margin Requirement in respect of any of its CCM Client Margin Accounts. Such CCM Client Excess Collateral will be maintained in a CCM Client Collateral Account of a CCM Client Account Structure, in which case it will be used for the novation of Client Trade Legs and taken into account by LCH SA when it calculates the amount of Collateral which is needed for that CCM Client Account Structure, as part of the Notional and Collateral Check (as set out in Paragraph 2.5(b)(i) below).

An FCM Clearing Member is not authorised to post additional Collateral over and above that which it needed to satisfy the FCM Client Margin Requirement in respect of any of its FCM Client Margin Accounts. Any FCM Client Excess Collateral recorded in any of its FCM Client Financial Accounts and resulting from any decrease of the Spread Margin in relation to the attached FCM Client Margin Account during a Clearing Day will be used for the novation of Client Trade Legs and taken into account by LCH SA when it calculates the amount of Collateral which is needed for the relevant FCM Client Margin Account, as part of the Notional and Collateral Check, until the next Morning Call.

(c) Client Collateral Buffer

A Clearing Member is entitled (but not obliged) to maintain:

- (i) in the case of a CCM, Collateral in CCM House Collateral Account; and
- (ii) in the case of an FCM Clearing Member, an amount of Collateral recorded in its FCM Buffer Financial Account,

specifically for the purpose of assisting Clients to satisfy the Notional and Collateral Check performed by LCH SA prior to novation of a Client Trade Leg of an Eligible Intraday Transaction.

A Clearing Member which is a CCM may not hold Collateral as CCM Client Collateral Buffer in an amount in excess of the CCM Client Collateral Buffer Threshold. Any Collateral delivered and held as CCM Client Collateral Buffer that is in excess of the CCM Client Collateral Buffer Threshold shall be treated as CCM House Excess Collateral.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

Where a Clearing Member holds:

- (i) in the case of a CCM, Collateral recorded as CCM Client Collateral Buffer in its CCM House Collateral Account; and
- (ii) in the case of an FCM Clearing Member, an amount of Collateral recorded in its FCM Buffer Financial Account,

the Available Client Collateral Buffer (or portion thereof) will be allocated to:

- (a) in the case of a CCM, its Client Account Structure(s); and
- (b) in the case of an FCM Clearing Member, its FCM Client Margin Account(s),

on an automatic 'first in time' basis, meaning that whenever a Client Trade Leg of an Eligible Intraday Transaction is received by LCH SA and the Eligibility Controls and Client Transaction Checks have been successfully completed pursuant to Article 3.1.4.3, LCH SA will allocate the Available Client Collateral Buffer (or portion thereof) to the relevant CCM Client Account Structure in the case of a CCM, and to the relevant FCM Client Margin Account in the case of an FCM Clearing Member, where the relevant Client Excess Collateral is otherwise insufficient to satisfy the Notional and Collateral Check. For the avoidance of doubt, a Clearing Member has no discretion or ability to instruct LCH SA as to which CCM Client Account Structure(s) in the case of a CCM, and FCM Client Margin Account(s) in the case of an FCM Clearing Member, the Available Client Collateral Buffer should be allocated to.

LCH SA shall reflect how the Client Collateral Buffer has been allocated between the CCM Client Account Structure(s) of a CCM or as the case may be, FCM Client Margin Account(s) of an FCM Clearing Member in its books and records but the Collateral comprising the Client Collateral Buffer shall, at all times (save where the relevant Clearing Member is a Defaulting Clearing Member or, in respect of a CCM, following an LCH Default), remain, in the case of a CCM, in the CCM House Collateral Account, and in the case of an FCM Clearing Member, the amount of such Collateral recorded in the FCM Buffer Financial Account.

Where:

- (i) Client Collateral Buffer has been allocated to a CCM Client Account Structure of a CCM or as the case may be to an FCM Client Margin Account of an FCM Clearing Member; and
- (ii) there is a decrease in the Client Margin Requirement(s) calculated in respect of such CCM Client Account Structure or as the case may be, of such FCM Client Margin Account following the novation of the Client Trade Leg of an Eligible Intraday Transaction,

the amount of such allocated Client Collateral Buffer will be reduced by an amount equal to the decrease in such Client Margin Requirement(s) and such amount will then become Available Client Collateral Buffer.

Following the occurrence of an Event of Default or, in respect of a CCM, an LCH Default, an amount of Collateral equal to the Allocated Client Collateral Buffer for the relevant CCM

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

Client Account Structure of a CCM or as the case may be, for the relevant FCM Client Margin Account of an FCM Clearing Member will be transferred:

- (i) in the case of a CCM, from the CCM House Collateral Account of the Defaulting Clearing Member to the relevant CCM Client Collateral Account of the relevant CCM Client Account Structure; or
- (ii) in the case of an FCM Clearing Member, from the FCM Buffer Financial Account of the Defaulting Clearing Member to the relevant FCM Client Financial Account,

in accordance with Article 1.3.1.3(iv) of the CDS Clearing Rule Book or clause 4.2 of the CDS Default Management Process, as applicable.

- (d) The House Excess Collateral Threshold and Client Collateral Buffer Threshold

Where a Clearing Member wishes to transfer additional Collateral to LCH SA with a view to maintaining House Excess Collateral and/or Client Buffer Collateral as described in Paragraphs 2.3(a) and (c) above, it must notify LCH SA of its:

- (i) House Excess Collateral Threshold; and/or
- (ii) Client Collateral Buffer Threshold.

To set its House Excess Collateral Threshold and/or Client Collateral Buffer Threshold for a Business Day (D), a Clearing Member must notify LCH SA by submitting the form (which is available on the Website) by email at the email address specified in Paragraph 2.1. The form must be received by LCH SA by no later than 12.00 CET on D-1. It is the Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant form. Accordingly, the Clearing Member should confirm its request no later than 12:00 CET by a phone call to LCH SA's Risk Management Department on +33 1 70 37 10 43, although a failure to do so shall not invalidate any request actually received by LCH SA.

Once a Clearing Member has notified LCH SA of its House Excess Collateral Threshold and/or Client Collateral Buffer Threshold, LCH SA will apply this in the context of each successive Collateral Call, until such time as the relevant Clearing Member notifies LCH SA of an amended House Excess Collateral Threshold and/or Client Collateral Buffer Threshold.

2.4 COLLATERAL AND CASH PAYMENTS

- (a) Types of Collateral and currencies for Cash Payments

Section 3 of the Procedures sets out the Collateral types which a Clearing Member can transfer, and currencies in which Cash Payments can be made, to LCH SA to satisfy its obligations in respect of each of the Margin components listed in Paragraph 2.2 above and for the purposes of maintaining Excess Collateral and/or Client Collateral Buffer.

- (b) Transferring Collateral and making Cash Payments

Further details on the process for:

- (i) transferring Collateral to satisfy the Required Collateral Amount;

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

- (ii) transferring additional Collateral to LCH SA with a view to maintaining Excess Collateral in one or more Collateral Account(s), if applicable or substituting for another type of Collateral; and
- (ii) making Cash Payments, to satisfy the Client Variation Margin Requirement(s) and/or House Variation Margin Requirement of each Clearing Member;

are set out in Section 3 of the Procedures.

(c) Repayment of Collateral

References, in this Section 2 of the Procedures, to the “repayment” or “reimbursement” of Margin shall mean that:

- (i) the amount called from a Clearing Member in respect of the relevant Margin component shall, from such point, be reduced to zero in respect of the relevant Open Positions; and
- (ii) the value of any Collateral that has been transferred to LCH SA in respect of such Margin component shall be taken into account by LCH SA in calculating the relevant Clearing Member’s Margin Balance in accordance with Section 3 of the Procedures.

2.5 PAYMENT OF THE MARGIN REQUIREMENT, VARIATION MARGIN AND PROVISION OF EXCESS COLLATERAL AND CLIENT COLLATERAL BUFFER

(a) Morning Call

(i) Scheduled Margin Calculation Time

The Margin Requirement and Variation Margin Requirement for each Margin Account of a Clearing Member are calculated on each Business Day by 07.45 CET.

The relevant Margin Requirement Results File, provided as part of the Backloading Transaction Reports, will notify each Clearing Member of its:

- (A) Margin Requirement for the Morning Call (and each component thereof);
- (B) Margin Balance;
- (C) Excess Collateral or Margin Shortfall (as the case may be);
- (D) Variation Margin Requirement; and
- (E) House Excess Collateral Threshold and Client Collateral Buffer Threshold,

for the relevant Margin Accounts in accordance with and subject to Section 5 of the Procedures.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

Each Clearing Member is required to:

- (x) transfer Collateral to satisfy the Required Collateral Amount, and
- (y) make Cash Payments in respect of its House Variation Margin Requirement and its Client Variation Margin Requirement(s),

by such times as set out in Section 3 of the Procedures.

Following such transfer of Collateral and/or Cash Payments by an FCM Clearing Member, any FCM Client Excess Collateral recorded in any of its FCM Client Financial Accounts will be moved into the FCM Unallocated Client Collateral Financial Account and recorded as FCM Unallocated Client Excess Collateral and LCH SA will issue Intraday Call Reports, in accordance with and subject to Section 5 of the Procedures, to all Clearing Members, setting out the:

- (A) Margin Requirement (and each component thereof);
- (B) Margin Balance;
- (C) Excess Collateral or Margin Shortfall (as the case may be);
- (D) Variation Margin Requirement; and
- (E) House Excess Collateral Threshold and Client Collateral Buffer Threshold,

for the relevant Margin Accounts of each Clearing Member.

On the basis of these calculations, LCH SA will be able to credit Euro denominated Cash Collateral and/or make the Cash Payment(s) to the relevant Clearing Members in accordance with Section 3 of the Procedures.

(b) Margin calculations during the Real Time Session

(i) Intraday Novation Margin Requirement

As part of the Notional and Collateral Checks performed by LCH SA, in order to clear Intraday Transactions on a 'trade by trade' basis, LCH SA will calculate the Intraday Novation Margin Requirement.

LCH SA will calculate the Intraday Novation Margin Requirement in respect of the relevant Clearing Member's Margin Account when LCH SA pre-registers a position corresponding to the relevant trade leg of an Eligible Intraday Transaction in accordance with Section 3.1.7 of the CDS Clearing Rule Book. The calculation identifies the additional, or reduced, risk exposure (as applicable) which would be attributable to the relevant Margin Account following the novation of such pre-registered positions, and accordingly the Intraday Novation Margin Requirement may either be a positive or negative figure.

Following the calculation of such Intraday Novation Margin Requirement, LCH SA will recalculate the Available Client Collateral Buffer and, in respect of the relevant Margin

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

Account, the Margin Requirement and the Excess Collateral for such Margin Account or in the case of a CCM Gross Omnibus Segregated Account Structure, the Excess Collateral for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure. These calculations will be undertaken on the assumption that the relevant Eligible Intraday Transactions, accounted for in the calculation of the Intraday Novation Margin Requirement, will be novated as contemplated. If the relevant Eligible Intraday Transactions are not novated for any reason, LCH SA will refresh its calculations to determine the Available Client Collateral Buffer plus the Margin Requirement and Excess Collateral for the relevant Margin Account or in the case of a CCM Gross Omnibus Segregated Account Structure, Excess Collateral for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure.

LCH SA shall only calculate the Intraday Novation Margin Requirement for a Margin Account during the Real Time Session. Where the relevant Business Day is a Clearing Day and the Real Time Session does not take place, no calculation of the Intraday Novation Margin Requirement will be performed by LCH SA on such Business Day.

In the event LCH SA determines that there is a positive Intraday Novation Margin Requirement for a Margin Account and there is insufficient:

- (A) House Excess Collateral; or
- (B) Client Excess Collateral and/or Available Client Collateral Buffer which can be allocated to the relevant Client Margin Account or in the case of a CCM Gross Omnibus Segregated Account Structure, to that CCM Gross Omnibus Segregated Account Structure,

as applicable, to satisfy such Intraday Novation Margin Requirement, the relevant Eligible Intraday Transaction will become a Rejected Transaction.

For the avoidance of doubt, in the event LCH SA determines that there is a neutral or negative Intraday Novation Margin Requirement (due to the pre-registered position corresponding to the relevant trade leg of an Eligible Intraday Transaction being set off against Open Positions registered in the relevant Margin Account), none of the House Excess Collateral, Client Excess Collateral and/or Available Client Collateral, as applicable, will be used or applied for the purpose of satisfying the Notional and Collateral Check.

LCH SA will perform a reporting update in respect of each Clearing Member's Margin Account ten times per Business Day (by 10.00 CET, 10.55 CET, 12.30 CET, 13.30 CET, 14.15 CET, 14:55 CET, 16.15 CET, 17.00 CET, 18.00 CET and 19.00 CET) in order to inform such Clearing Member of the updated Margin Requirement for each Margin Account, level of Excess Collateral and/or Client Collateral Buffer recorded in, or allocated to, the relevant Collateral Accounts.

- (ii) Intraday Call

LCH SA will perform an Intraday Call twice per Business Day (by 11.25 CET (the "**First Intraday Call**") and 15.25 CET (the "**Second Intraday Call**") in order, if necessary, to transfer Collateral to satisfy the Required Collateral Amount.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

Where the relevant Business Day is a Clearing Day, the First Intraday Call and the Second Intraday Call will not be performed to the extent there is no Real Time Session, on that Clearing Day.

The Margin Requirement in respect of each Margin Account of a Clearing Member for an Intraday Call will be the latest Margin Requirement calculated on that Clearing Day.

First Intraday Call:

During the First Intraday Call, LCH SA will issue to each Clearing Member the relevant risk management and collateral management reports (as set out in Section 5 of the Procedures), which will notify each such Clearing Member of its House Excess Collateral Threshold and Client Collateral Buffer Threshold and the:

- (A) Margin Requirement for the First Intraday Call (and each component thereof);
- (B) Excess Collateral or Margin Shortfall (as the case may be); and
- (C) Margin Balance,

for the relevant Margin Accounts, in accordance with and subject to Section 5 of the Procedures.

Second Intraday Call:

During the Second Intraday Call, LCH SA will issue to each Clearing Member the relevant risk management and collateral management reports (as set out in Section 5 of the Procedures), which will notify each such Clearing Member of its House Excess Collateral Threshold and Client Collateral Buffer Threshold and the:

- (A) Margin Requirement for the Second Intraday Call (and each component thereof);
- (B) Excess Collateral or Margin Shortfall (as the case may be); and
- (C) Margin Balance;

for the relevant Margin Accounts, in accordance with and subject to Section 5 of the Procedures.

Each Clearing Member is required to transfer Collateral to satisfy its Required Collateral Amount and to make Cash Payments in respect of its Variation Margin Requirement, for the relevant Margin Accounts, as set out in Section 3 of the Procedures.

2.6 REPORTS

All files and reports, mentioned in this Section 2 of the Procedures, will be available to Clearing Members through the reporting mechanism. If the reporting mechanisms are, for

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

any reason unavailable, LCH SA will otherwise make such reports available to Clearing Members at the requisite time.

Please see Section 5 of the Procedures for further details about the relevant files and reports.

2.7 INITIAL MARGIN

Initial Margin covers the potential costs caused by a Defaulting Clearing Member and/or a double Event of Default, i.e. a combined Credit Event of a Reference Entity and a Clearing Member Event of Default (in which the Clearing Member is a CDS Seller in respect of an Index Cleared Transaction or a Single Name Cleared Transaction, or a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction).

(a) Spread Margin

The Spread Margin is calculated using the Value-at-Risk (VaR) model which is based on the following principles: at the Margin Account level, a distribution of potential losses is built from simulated scenarios based on the joint credit spread and volatility variations observed in the past. LCH SA then determines the Spread Margin based on a quantile of the worst losses that the Margin Account could bear in the case of unfavourable credit spread and volatility fluctuations.

The Spread Margin calculated in respect of the House Margin Account covers the potential costs of liquidating House Cleared Transactions of the Defaulting Clearing Member whilst the Spread Margin calculated in respect of each Client Margin Account covers the potential costs of liquidating any Non-Ported Client Cleared Transactions attributable to such Client Margin Account. It covers the potential future credit spread and volatility fluctuations in case of unfavourable market movements under normal circumstances.

With respect to each Margin Account of each Clearing Member:

- ~~(i) Cleared Transactions for which the relevant Clearing Member acts as CDS Buyer are treated as assets with positive liquidation value; and~~
- ~~(ii) Cleared Transactions for which the relevant Clearing Member acts as CDS Seller are treated as liabilities with negative liquidation value.~~

(b) Spread Margin Floor

LCH SA may, by Clearing Notice, specify a Spread Margin Floor ~~applicable to a particular CDS Type~~ approved by the board of directors of LCH SA following consultation with the Risk Committee.

Where the calculation of Spread Margin would result in the Spread Margin for any Margin Account of a Clearing Member being less than the Spread Margin Floor, the Spread Margin requirement for such Margin Account shall be equal to the Spread Margin Floor.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

(c) Short Charge Margin

Where a Clearing Member is acting as a CDS Seller [in respect of an Index Cleared Transaction or a Single Name Cleared Transaction, or as a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction](#), Short Charge Margin will be required to cover the risk that the Clearing Member is subject to an Event of Default at the same time as a Credit Event occurs with respect to a Reference Entity.

The Short Charge Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

(d) Recovery Risk Margin

Recovery Risk Margin covers the risk of future price fluctuations in case of unfavourable recovery rate movements under normal circumstances and when liquidating a Defaulting Clearing Member's portfolio of House Cleared Transactions or Non-Ported Cleared Transactions.

The Recovery Risk Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

(e) Interest Rate Risk Margin

Interest Rate Risk Margin covers the risk of future price fluctuations in case of unfavourable interest rate movements under normal circumstances and when liquidating a Defaulting Clearing Member's portfolio of House Cleared Transactions or Non-Ported Cleared Transactions.

The Interest Rate Risk Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

(f) Wrong Way Risk Margin

Wrong Way Risk Margin is required to cover the anticipated financial contagion effect that would arise in case of a Clearing Member being declared in default in accordance with Title IV Chapter 3 of the CDS Clearing Rule Book, such contagion effect triggering additional spread or correlation risk not currently captured by the Spread Margin.

The Wrong Way Risk Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

2.8 SELF-REFERENCING PROTECTION MARGIN

Where a Clearing Member is acting as a CDS Seller in respect of ~~a Cleared Transaction~~ [an Index Cleared Transaction or a Single Name Cleared Transaction, or as a protection seller in respect of the Underlying Index Transaction of an Index Swaption Cleared Transaction](#), for which such Clearing Member is, or becomes, the Reference Entity, Self-Referencing

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

Protection Margin will be required to cover the protection that would have to be paid by LCH SA with respect to this Clearing Member should the Clearing Member be subject to an Event of Default.

The Self-Referencing Protection Margin is calculated using an algorithm, approved by the board of directors of LCH SA following consultation with the Risk Committee, based on the Open Positions registered in the relevant Margin Account of the Clearing Member.

2.9 LIQUIDITY AND CONCENTRATION RISK MARGIN

Liquidity and Concentration Risk Margin is required to cover the bid-ask spread incurred when liquidating the House Cleared Transactions or the Non-Ported Cleared Transactions of a Defaulting Clearing Member. The size of this bid-ask spread will increase if the positions exceed predetermined thresholds in respect of the relevant credit default swap index or Reference Entity. Further details of the thresholds are available on a Clearing Notice published on the Website and/or upon request from LCH SA's Risk Management Department on +33 1 70 37 10 43 or CDS.Risk.SA@lch.com.

Liquidity and Concentration Risk Margin is calculated:

- (a) in respect of the House Margin Account of a Clearing Member to cover the potential costs of hedging or liquidating the House Cleared Transactions in case an Event of Default occurs in respect of such Clearing Member; and
- (b) in respect of a Client Margin Account of a Clearing Member to cover the potential costs of hedging or liquidating the Non-Ported Cleared Transactions attributable to such Client Margin Account in case an Event of Default occurs in respect of such Clearing Member.

The Liquidity and Concentration Risk Margin is calculated using an algorithm (including thresholds) approved by the board of directors of LCH SA following consultation with the Risk Committee.

2.10 ACCRUED FIXED AMOUNT LIQUIDATION RISK MARGIN

Each Clearing Member acting as a CDS Buyer [in respect of an Index Cleared Transaction or a Single Name Cleared Transaction, or as a protection buyer in respect of the Underlying Index Swaption Cleared Transaction falls in the margin calculation time horizon](#), is required to pay Accrued Fixed Amount Liquidation Risk Margin in respect of the relevant Cleared Transactions to cover the risk that it is subject to an Event of Default and accrued Fixed Amounts are due during the period that the relevant House Cleared Transactions or Non-Ported Cleared Transactions, as applicable, are liquidated pursuant to the CDS Default Management Process.

The Accrued Fixed Amount Liquidation Risk Margin is calculated daily for each Margin Account of each Clearing Member and corresponds to the aggregate amount of daily Fixed Amounts for such [CDS Buyer Clearing Member](#) pursuant to its Cleared Transactions during a rolling forward-looking period of 5 Business Days.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

2.11 CREDIT EVENT MARGIN

~~Each Clearing Member acting as a CDS Seller~~Where a Credit Event occurs with respect to the Reference Entity which is the subject of the Cleared Transaction, each Clearing Member is required to pay Credit Event Margin in respect of the relevant Cleared Transactions to cover the risk of non-payment of Variation Margin by the CDS Seller ~~where a Credit Event occurs with~~ CDS Buyer in respect ~~to the Reference Entity which is the subject of the~~ of an Index Cleared Transaction(s), or a Single Name Cleared Transaction, or the Index Swaption Seller or Index Swaption Buyer in respect of an Index Swaption Cleared Transaction, arising from a potential adverse change in the estimated recovery rate.

Credit Event Margin will be calculated by LCH SA for each Margin Account of each Clearing Member, on each Business Day from the date of the relevant DC Credit Event Announcement until the settlement process in respect of such Cleared Transaction has been completed (including Physical Settlement as set out in the CDS Clearing Supplement, or Auction Settlement, as applicable) or any disputes in relation thereto have been finally resolved. The calculation of the Credit Event Margin is based on an estimated recovery rate of the Affected Cleared Transaction or the Restructuring Cleared Transaction, as the case may be, and the exposure of LCH SA by reference to the notional amount of the Clearing Member's Cleared Transaction(s) affected by the Credit Event.

Credit Event Margin will be reimbursed ~~to the CDS Seller~~ on the Business Day following completion or resolution of the settlement process (including Physical Settlement, or Auction Settlement and/or index re-versioning, as applicable) or the day on which settlement can no longer occur in respect of such Credit Event (including without limitation because no relevant Credit Event Notice or Notice of Physical Settlement is delivered within the required timeframes).

In the event that a DC Credit Event Announcement made in relation to a Credit Event is reversed then LCH SA shall reimburse each Clearing Member with the amount of any Credit Event Margin on the next following Business Day in accordance with Section 3 of the Procedures.

2.12 ADDITIONAL MARGIN

A Clearing Member will be required to pay Additional Margin for each Margin Account in respect of which the Margin Account Uncovered Risk is greater than x% of the current value of the CDS Default Fund.

Additional Margin will be equal to the difference between x% of the current value of the CDS Default Fund and the relevant Margin Account Uncovered Risk on such Business Day.

The number x will depend on the internal credit score that LCH SA attributes to each Clearing Member and will be the same for each Margin Account of the Clearing Member. Any change to the number x will be communicated to the Clearing Member.

When Additional Margin is required to be paid to LCH SA, or the amount of Additional Margin payable is increased due to a change in the relevant Margin Account Uncovered Risk, LCH SA will notify the Clearing Member in the Margin Requirements Results File pursuant to Section 5 of the Procedures.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

2.13 VARIATION MARGIN

Variation Margin is an amount exchanged on each Cash Payment Day between the Clearing Member and LCH SA to account for the potential profit or loss on a Cleared Transaction due to the variation of the market value of a CDS- [or, as the case may be, an Index Swaption](#).

It covers price fluctuations which have occurred since the registration of each Cleared Transaction. LCH SA will calculate the Variation Margin payable in respect of each Margin Account of each Clearing Member as the difference between:

- (i) the net position value of the relevant Open Positions registered at the time of calculation in the relevant Margin Account on the current Cash Payment Day; and
- (ii) the net position value of the Open Positions registered in the relevant Margin Account on the immediately preceding Cash Payment Day.

In respect of a Margin Account of a Clearing Member, the Variation Margin Requirement is determined at the Morning Call in respect of:

- (x) Open Positions already registered in a Margin Account; and
- (y) positions corresponding to Irrevocable Backloading Transactions pre-registered in a Margin Account.

The net position value of an Open Position or a position corresponding to Irrevocable Backloading Transactions is equal to:

- (a) the End of Day Contributed Prices provided to LCH SA in accordance with Article 4.2.7.1 of the CDS Clearing Rule Book and Section 5 of the Procedures (or, where such End of Day Contributed Prices are not available to LCH SA, the prices/spreads as set out in Article 4.2.7.1 of the CDS Clearing Rule Book and Section 5 of the Procedures); *plus*
- (b) accrued coupon payments, *minus*
- (c) an amount equal to the Initial Payment Amount where the Clearing Member is required to pay the Initial Payment Amount, in accordance with Section 3 of the CDS Clearing Supplement, but has not made such payment as at the relevant Cash Payment Day (if applicable); *plus*
- (d) an amount equal to the Initial Payment Amount where the Clearing Member is entitled to receive the Initial Payment Amount, in accordance with Section 3 of the CDS Clearing Supplement, but has not received such payment as at the relevant Cash Payment Day (if applicable).

Where the difference between the net position values of a Clearing Member's Margin Account is:

- (i) a negative amount: such Clearing Member owes Variation Margin to LCH SA (and will be considered a Variation Margin debtor in relation to such Margin Account); or

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

- (ii) a positive amount: LCH SA owes Variation Margin to such Clearing Member.

On the basis of these calculations, LCH SA will determine:

- (x) the Client Variation Margin Requirement for each Client Margin Account of the Clearing Member; and/or
- (y) the House Variation Margin Requirement for the House Margin Account,

which will trigger Cash Payment(s) to be made by the Clearing Member and/or LCH SA in accordance with Section 3 of the Procedures.

The amount of Variation Margin paid or received by LCH SA to or from a Clearing Member may be adjusted in accordance with Clause 7 of the CDS Default Management Process.

2.14 CONTINGENCY VARIATION MARGIN

Contingency Variation Margin is calculated on any Business Day, in respect of:

- (i) new Cleared Transactions arising from the novation of Eligible Intraday Transactions. It is intended to cover the risk that the Clearing Member fails to make Cash Payment(s) to meet the Variation Margin Requirement in respect of each of its Margin Accounts at the next Morning Call; and
- (ii) Cleared Transactions with a CDS Contractual Currency in USD provided that such Business Day is a day on which commercial banks in New York City are not open for business. It is intended to cover the risk that the Clearing Member fails to satisfy its Cash Payment(s) obligations in USD to meet the Variation Margin Requirement in respect of each of its Margin Accounts at the Morning Call on the following Cash Payment Day.

Contingency Variation Margin is called from a Clearing Member in place of the Variation Margin which LCH SA determines would have been owed by such Clearing Member had such Clearing Member been required to make a Cash Payment to satisfy the Variation Margin Requirement in relation to the relevant Margin Account at that point in time (being the time of the Morning Call, the First Intraday Call or the Second Intraday Call, as described below).

Contingency Variation Margin is called (as applicable) in relation to each Margin Account of a Clearing Member:

- (a) in respect of Eligible Intraday Transactions: during the First Intraday Call and/or the Second Intraday Call.

Contingency Variation Margin paid by a Clearing Member during the First Intraday Call and/or the Second Intraday Call is repaid to such Clearing Member at the Morning Call on the following Business Day if the required Variation Margin has been paid by such Clearing Member at the relevant Morning Call in accordance with Paragraph 2.12 above; and

- (b) in respect of Cleared Transactions with a CDS Contractual Currency in USD: during the Morning Call.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

Contingency Variation Margin paid by a Clearing Member during the Morning Call is repaid to such Clearing Member on the following Cash Payment Day if the required Variation Margin has been paid by such Clearing Member at the relevant Collateral Call in accordance with Paragraph 2.12 above and Section 3 of the Procedures.

2.15 PRICE ALIGNMENT INTEREST

Each Clearing Member that receives Variation Margin payments from LCH SA is required to pay Price Alignment Interest. LCH SA shall pay Price Alignment Interest to each Clearing Member that pays Variation Margin in accordance with Paragraph 2.13 above. The A0102E Report published in accordance with and subject to Section 5 of the Procedures and received by each Clearing Member on each Cash Payment Day shall indicate the amount of Price Alignment Interest paid or received by a Clearing Member.

These payments are made in order to minimise distortion of pricing for Original Transactions cleared through LCH SA as a result of daily Variation Margin payments and changes in the net present value of Open Positions.

Price Alignment Interest is calculated for each Clearing Member by LCH SA using the interest rate prevailing on that Cash Payment Day, as published by LCH SA on the Website, on the basis of the net position value of the Open Positions registered in the Margin Accounts of the Clearing Member on the immediately preceding Cash Payment Day.

2.16 CREDIT QUALITY MARGIN

LCH SA may require a Clearing member to provide Credit Quality Margin when LCH SA determines that the credit quality of such Clearing Member has deteriorated, depending on the internal credit score that LCH SA attributes to the relevant Clearing Member: (i) following monitoring carried out in accordance with Article 2.3.2.1 of the CDS Clearing Rule Book; and/or (ii) in the circumstances set out in Article 4.2.1.2 of the CDS Clearing Rule Book.

On each Business Day, Credit Quality Margin will be equal to the higher of the amounts calculated as follows:

- (a) $(Y-1)*IM$ where Y stands for the credit multiplier applied to the Clearing Member's Initial Margins and IM stands for the Clearing Member's Initial Margins; or
- (b) $X*(Stress\ Risk - IM)$ where X stands for the stress risk percentage and (Stress Risk – IM) stands for the Clearing Member's Member Uncovered Risk.

Credit multipliers and stress risk percentage are determined in accordance with the methodology established by LCH SA. Credit multipliers which can be applied range from 1 to 1.4, meaning that the additional liability for any Clearing Member is capped at 40% of the relevant Clearing Member's Initial Margin. The stress risk percentage ranges between 0% and 100% of the Member Uncovered Risk, meaning that the additional liability for any Clearing Member is capped at 100% of the relevant Clearing Member's Member Uncovered Risk.

LCH SA assesses the amount of the Credit Quality Margin across each of the Margin Accounts of a Clearing Member. Credit Quality Margin will only be called in relation to a Clearing Member's House Margin Account.

EXHIBIT 5.3

CDS Clearing Procedures

Margin and Price Alignment Interest

LCH SA may update a Clearing Member's credit multiplier or the stress risk percentage that should apply: (i) following monitoring carried out in accordance with Article 2.3.2.1 of the CDS Clearing Rule Book; and/or (ii) in the circumstances set out in Article 4.2.1.2 of the CDS Clearing Rule Book. LCH SA will notify a Clearing Member of the Credit Quality Margin that has been called in the Margin Requirements Results File in accordance with Section 5 of the Procedures.

2.17 EXTRAORDINARY MARGIN

LCH SA may require a Clearing Member to provide Extraordinary Margin to cover the risk of price/spread fluctuations occurring on an intraday basis or during a day that is a holiday in the TARGET2 calendar.

Extraordinary Margin is called (as applicable) in relation to each Margin Account of a Clearing Member at the time of the most appropriate time slot for the purpose of making a Collateral Call. LCH SA will notify the relevant Clearing Member of the amount of Extraordinary Margin in accordance with, subject to and at the times set out in the CDS Clearing Rules.

EXHIBIT 5.3



CDSClear

LCH SA CDS Clearing Procedures

Section 3 - Collateral and Cash Payment

~~30 September 2016~~



CONTENTS

SECTION 3 - COLLATERAL AND CASH PAYMENT

| | | |
|------|---|-----|
| 3.1 | TYPES OF COLLATERAL | 611 |
| 3.2 | MARGIN BALANCE AND CLIENT COLLATERAL BUFFER..... | 611 |
| 3.3 | ACCOUNT STRUCTURE | 612 |
| 3.4 | TRANSFER OF COLLATERAL | 614 |
| 3.5 | ELIGIBLE CURRENCIES | 615 |
| 3.6 | SUBSTITUTION OF ELIGIBLE CURRENCIES | 616 |
| 3.7 | EURO DENOMINATED CASH COLLATERAL..... | 616 |
| 3.8 | NON-EURO DENOMINATED CASH COLLATERAL..... | 627 |
| 3.9 | ELIGIBLE COLLATERAL..... | 635 |
| 3.10 | ELIGIBLE COLLATERAL TRANSFERRED WITH FULL TITLE..... | 637 |
| 3.11 | LCH SA’S RIGHTS IN RESPECT OF COLLATERAL TRANSFERRED WITH FULL TITLE..... | 641 |
| 3.12 | CORPORATE EVENTS OCCURRING IN RESPECT OF ELIGIBLE COLLATERAL TRANSFERRED WITH FULL TITLE..... | 643 |
| 3.13 | ELIGIBLE COLLATERAL TRANSFERRED TO LCH SA’S PLEDGED ACCOUNTS AT EUROCLEAR BANK | 644 |
| 3.14 | US T-BILLS TRANSFERRED TO LCH SA’S DEPOSITORY ACCOUNT AT BNYM US 646 | |
| 3.15 | ELIGIBLE COLLATERAL TRANSFER PURSUANT TO THE PLEDGE AGREEMENT 646 | |
| 3.16 | TRANSFER OF CLIENT PLEDGED ELIGIBLE COLLATERAL FOLLOWING AN EVENT OF DEFAULT | 649 |
| 3.17 | TRANSFER OF US T-BILLS ON BEHALF OF FCM CLIENTS | 651 |
| 3.18 | CASH PAYMENTS | 653 |

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

Capitalised terms used in this Collateral and Cash Payment Procedures and not otherwise defined herein shall have the meaning given pursuant to the remainder of the CDS Clearing Documentation, as such term is defined in the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time and including, for the avoidance of doubt, in the case of FCM Clearing Members, the FCM CDS Clearing Regulations.

For the purpose of this Section 3, any failure, unavailability, impairment, defect, interruption, delay or improper functioning of any technical system, access, connection, solution, specification, equipment, communication network or other resource used by LCH SA and/or a Clearing Member, as applicable, to calculate, instruct, process, communicate and more generally perform its obligation under this Section 3, shall be deemed to constitute an "exceptional circumstance" which shall not give rise to a LCH Default and shall be promptly notified by LCH SA to the relevant Clearing Member.

3.1 TYPES OF COLLATERAL

A Clearing Member's obligation to provide Collateral should be fulfilled in accordance with the following table and the remainder of this Section 3 of the Procedures.

| Purpose of transfer | Collateral type |
|---|--|
| Payment of Margins (other than Variation Margin) | Cash Collateral and/or Eligible Collateral |
| Maintenance of House Excess Collateral and Client Excess Collateral | Cash Collateral and/or Eligible Collateral |
| Maintenance of Client Collateral Buffer | Euro denominated Cash Collateral |
| Payment of Contribution and Additional Contribution Amount | Euro denominated Cash Collateral |

It should be noted that, notwithstanding the above table any Margin Shortfall must be covered by an automatic debit of Euro denominated Cash Collateral.

3.2 MARGIN BALANCE AND CLIENT COLLATERAL BUFFER

The price of Eligible Currencies (other than Euro) and Eligible Collateral (the "**Applicable Price**"), which is taken into account for the purposes of calculating the Margin Balance for each Margin Account of a Clearing Member, or in the case of a CCM Gross Omnibus Segregated Account Structure, for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure, and the Client Collateral Buffer, is determined by LCH SA at 14:00 and 22:00 CET on each Business Day on the basis of the latest market prices (as published by Reuters, Interactive Data or such other provider as is notified in a Clearing Notice).

EXHIBIT 5.3

LCH SA will calculate: (i) the Margin Balance for each Margin Account of a Clearing Member, or in the case of a CCM Gross Omnibus Segregated Account Structure, for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure; and (ii) the Client Collateral Buffer each Business Day (prior to 07:45 CET and whenever a position corresponding to the relevant trade leg of an Eligible Intraday Transaction is pre-registered in the relevant Clearing Member's Account Structure, in accordance with Section 3.1.7 of the CDS Clearing Rule Book), by determining:

- i) the value of all Collateral recorded in the relevant Collateral Account on the basis of the Applicable Price; or
- ii) in respect of the FCM Margin Balance for each FCM Client Margin Account of an FCM Clearing Member, the Legally Segregated Value recorded in the relevant FCM Client Financial Account on the basis of the Applicable Price, in accordance with Section 2.2 (f) of the Procedures.

LCH SA will recalculate the: (i) Margin Balance for each Margin Account of a Clearing Member, or in the case of a CCM Gross Omnibus Segregated Account Structure, for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure; and (ii) Client Collateral Buffer, following each Collateral Call.

Where Pledged Eligible Collateral is recorded in a Clearing Member's Collateral Account, LCH SA shall use the most recent Collateral Holding Report received from Euroclear Bank, in accordance with Paragraph 5.13(f) of Section 5 of the Procedures, to determine what Pledged Eligible Collateral should be taken into account for the purposes of calculating the Margin Balance in respect of a particular Account Structure in accordance with this Paragraph 3.2.

Where Eligible Collateral consisting of U.S. Treasury Bills (the "**US T-Bills**") is recorded in a FCM Clearing Member's FCM Client Collateral Account, LCH SA shall use the most recent collateral holding report received from Bank of New York Mellon ("**BNYM US**"), in accordance with Paragraph 5.13(f) of Section 5 of the Procedures, to determine what US T-Bills should be taken into account for the purposes of calculating the FCM Client Margin Balance in respect of each of its FCM Client Margin Account(s) in accordance with this Paragraph 3.2.

3.3 ACCOUNT STRUCTURE

- (a) Collateral Accounts in respect of a CCM

In the books of LCH SA, each CCM has:

- i) one CCM House Collateral Account in which:
 - (x) (I) Collateral provided to cover its CCM House Margin Requirement and (II) CCM House Excess Collateral which can be used to novate House Trade Legs of Eligible Intraday Transactions, is recorded; and

EXHIBIT 5.3

- (y) Collateral provided by such CCM as Client Collateral Buffer is recorded;
- ii) a CCM Client Collateral Account in respect of each CCM Client Account Structure and in which (x) Collateral provided to cover the relevant CCM Client Margin Requirement(s) and (y) CCM Client Excess Collateral which can be used to novate the relevant Client Trade Legs of Eligible Intraday Transactions, is recorded;
- iv) a CCM Unallocated Client Collateral Account in which CCM Unallocated Client Collateral is recorded.

In accordance with Article 5.2.1.1 of the CDS Clearing Rule Book, CCMs are permitted to offer a CCM Individual Segregated Account Structure, a CCM Gross Omnibus Segregated Account Structure and/or a CCM Net Omnibus Segregated Account Structure to CCM Clients.

Where:

- i) a CCM Individual Segregated Account Structure is offered, the relevant CCM Client Collateral Account will record (x) the value and denomination of Cash Collateral and (y) the precise Eligible Collateral provided by the CCM in respect of that CCM Individual Segregated Account Client;
- ii) a CCM Gross Omnibus Segregated Account Structure is offered, the relevant CCM Client Collateral Account will record (x) the value and denomination of Cash Collateral and (y) the precise Eligible Collateral provided by the CCM in respect of that CCM Gross Omnibus Client Set; and
- iii) a CCM Net Omnibus Segregated Account Structure is offered, the relevant CCM Client Collateral Account will record (x) the value and denomination of Cash Collateral and (y) the precise Eligible Collateral provided by the CCM in respect of that CCM Net Omnibus Client Set.

To the extent a CCM transfers additional Euro-denominated Cash Collateral, non-Euro denominated Cash Collateral or Eligible Collateral to LCH SA, such CCM must identify which CCM Client Collateral Account Collateral it is provided for in accordance with Paragraphs 3.7 to 3.10 below.

- (b) Collateral Accounts in respect of an FCM Clearing Member

In the books of LCH SA, each FCM Clearing Member has:

- i) one FCM House Collateral Account in which (x) Collateral provided to cover its FCM House Margin Requirement and (y) FCM House Excess Collateral which can be used to novate House Trade Legs of Eligible Intraday Transactions, is recorded; and

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

- ii) one FCM Client Collateral Account to record the Collateral held by LCH SA for the benefit of such FCM Clearing Member's FCM Clients, the aggregate value of such Collateral being divided amongst, and recorded in:
 - (x) the FCM Client Financial Account(s);
 - (y) the FCM Buffer Financial Account; and
 - (z) the FCM Unallocated Client Collateral Financial Account,
- (c) Segregation of Contribution Balance

The Cash Collateral transferred by a Clearing Member to satisfy its Contribution Requirement is not recorded in any of the Collateral Accounts.

The Contribution Balance is segregated from (x) the Margin Balance for each Margin Account; (y) the Client Collateral Buffer; and (z) the CCM Unallocated Client Collateral, by crediting the Cash Collateral comprising the Contribution Balance to a dedicated LCH SA TARGET2 Account.

3.4 TRANSFER OF COLLATERAL

The type and nature of the Collateral as well as the positions being secured will determine how a Clearing Member is required to transfer Collateral to LCH SA:

- (a) Euro denominated Cash Collateral:
 - i) may be transferred by any Clearing Member to be recorded in any of its Collateral Accounts; and
 - ii) must be transferred to LCH SA TARGET2 Accounts (as such term is defined in Paragraph 3.7(a)) in accordance with the procedure set out in Paragraph 3.7.
- (b) Non-Euro denominated Cash Collateral:
 - i) may be transferred by any Clearing Member to be recorded in any of its Collateral Accounts; and
 - ii) must be credited to accounts opened in the name of LCH SA with Euroclear Bank in accordance with the procedure set out in Paragraph 3.8 (f).
- (c) USD denominated Cash Collateral:
 - i) may be transferred by a Clearing Member to be recorded in any of its Collateral Accounts; and
 - ii) must be credited:

EXHIBIT 5.3

- (x) if USD denominated Cash Collateral is transferred to be recorded in its House Collateral Account, or in the case of a CCM, in any of its CCM Client Collateral Accounts, to accounts opened in the name of LCH SA with Euroclear Bank in accordance with the procedure set out in Paragraph 3.8 (f); or
 - (y) if USD denominated Cash Collateral is transferred to be recorded in the FCM Client Collateral Account of an FCM Clearing Member, to an account opened in the name of LCH SA with BNYM US in accordance with the procedure set out in Paragraph 3.8 (g).
- (d) Subject to the special provisions for US T-Bills transferred by an FCM Clearing Member on behalf of FCM Clients set out in Paragraph 3.4 (e) below, Eligible Collateral must be provided:
- i) by way of full title transfer to be recorded in its House Collateral Account, and in the case of a CCM only, in any of its CCM Client Collateral Accounts, in which case the relevant securities will be transferred to LCH SA, its nominated custodian or Central Securities Depository by instruction through Euroclear Bank or ESES (Euroclear France) in accordance with the procedure set out in Paragraph 3.10; or
 - ii) by way of security interest under the Pledge Agreement to be recorded in its House Collateral Account, and in the case of a CCM only, in any of its CCM Client Collateral Accounts, in which case relevant securities will be transferred to the relevant LCH SA pledged account(s) opened in the books of Euroclear Bank by instruction through Euroclear Bank, in accordance with the procedure set out in Paragraph 3.15.
- (e) US T-Bills transferred by an FCM Clearing Member on behalf of FCM Clients must be provided by way of security interest to be recorded in its FCM Client Collateral Account, in which case relevant US T-Bills will be deposited in LCH SA's relevant segregated depository account opened in the books of BNYM US in accordance with the procedure set out in Paragraph 3.17.
- (f) LCH SA will hold all Collateral transferred on behalf of FCM Clients in accordance with the requirements set out in the FCM CDS Clearing Regulations.

3.5 ELIGIBLE CURRENCIES

The following currencies are Eligible Currencies:

- (a) Euro;
- (b) GBP; and
- (c) USD.

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

LCH SA may amend this list in accordance with Article 4.2.6.1 and Article 4.4.2.3 of the CDS Clearing Rule Book.

3.6 SUBSTITUTION OF ELIGIBLE CURRENCIES

If an Eligible Currency is substituted by another currency, the conversion of the replaced currency to the substitute currency shall be effected on the basis of the Applicable Price and taking into account market practice and/or industry determinations at LCH SA's reasonable discretion. The results of any calculations to be made under this Paragraph 3.6 shall be rounded up to the fourth decimal place. If the fifth decimal is equal to or more than five, the fourth decimal shall be rounded up, and if the fifth decimal is less than five, the fourth decimal shall be rounded down, respectively.

3.7 EURO DENOMINATED CASH COLLATERAL

(a) LCH SA TARGET2 Accounts

LCH SA performs its Collateral Calls by using the following three TARGET2 Accounts opened in its name:

- i) a TARGET2 Account used to make Collateral Calls in relation to the House Margin Requirement, the House Excess Collateral Threshold and in respect of a CCM only, the CCM Client Collateral Buffer Threshold (the "**LCH House TARGET2 Account**"); and
- ii) with respect to Clients of a Clearing Member:
 - (x) a TARGET2 Account used to make Collateral Calls in relation to the Client Margin Requirement(s) of each CCM (the "**LCH CCM Client TARGET2 Account**"); or
 - (y) a TARGET2 Account used to make Collateral Calls in relation to the Client Margin Requirement(s) and FCM Client Collateral Buffer Threshold of each FCM Clearing Member (the "**LCH FCM Client TARGET2 Account**"), which for the avoidance of doubt forms part of the LCH Cleared Swaps Client Segregated Depository Account for purposes of the FCM CDS Clearing Regulations,

together referred to as the "**LCH Client TARGET2 Accounts**" and individually as a "**LCH Client TARGET2 Account**".

The LCH House TARGET2 Account and the LCH Client TARGET2 Accounts shall be together referred to as the "**LCH TARGET2 Accounts**".

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

(b) Clearing Member TARGET2 Accounts

A CCM has no obligation to hold two TARGET2 Accounts (or arrange its Payment Agent holding a TARGET2 Account (the “**TARGET2 Payment Agent**”) to hold two cash account(s)) for the purposes of the Collateral Calls in respect of (i) its CCM House Margin Requirement, CCM House Excess Collateral Threshold and CCM Client Collateral Buffer Threshold and (ii) its Client Margin Requirement(s). It may either:

- i) hold one TARGET2 Account (or one cash account of its TARGET2 Payment Agent), in which case such TARGET2 Account will be used for the debits and credits made out of both the LCH Client TARGET2 Account and the LCH House TARGET2 Account; or
- ii) hold two TARGET2 Accounts (or two cash accounts of its TARGET2 Payment Agent), in which case one TARGET2 account will be used for the debits and credits made out of the LCH Client TARGET2 Account and the other will be used for the debits and credits made out of the LCH House TARGET2 Account.

An FCM Clearing Member has an obligation to hold two TARGET2 Accounts (or arrange its TARGET2 Payment Agent to hold two cash account(s)) for the purposes of the Collateral Calls in respect of (i) its FCM House Margin Requirement and FCM House Excess Collateral Threshold and (ii) its Client Margin Requirement(s) and FCM Client Collateral Buffer Threshold (which for the avoidance of doubt forms part of the FCM Cleared Swaps Client Segregated Depository Accounts for purposes of the FCM CDS Clearing Regulations). Therefore, an FCM Clearing Member will hold two TARGET2 Accounts (or two cash accounts of its TARGET2 Payment Agent), in which case one TARGET2 account will be used for the debits and credits made out of the LCH FCM Client TARGET2 Account and the other will be used for the debits and credits made out of the LCH House TARGET2 Account.

If a Clearing Member wishes to add a new TARGET2 Account or replace an existing TARGET2 Account with another for the purposes of the Collateral Calls, it may do so by providing LCH SA with the details of the relevant TARGET2 Account with at least 15 days’ prior notice.

(c) Timing of Collateral Calls

Where a Clearing Member is required to transfer Euro denominated Cash Collateral at a Collateral Call, LCH SA will automatically debit such Clearing Member’s relevant TARGET2 Account(s) (or the relevant cash account(s) of its TARGET2 Payment Agent) on the basis of its Power of Attorney and credit the relevant LCH TARGET2 Account with the corresponding amounts.

Where a Clearing Member is due to receive Euro denominated Cash Collateral, LCH SA will automatically credit such Clearing Member’s TARGET2 Account(s) (or the relevant cash account(s) of its TARGET2 Payment Agent) with the relevant amounts.

EXHIBIT 5.3

The debits or credits on each Clearing Member's TARGET2 Account(s) (or the relevant cash account(s) of its TARGET2 Payment Agent) will occur in accordance with the following time slots:

- i) initial slot: 08:00-08:55 CET (used for the purposes of the Morning Call) (the "**Initial Slot**");
- ii) post-initial slot: 9:30-9:45 CET (used for the purposes of making Cash Payments and returning Euro denominated Cash Collateral to Clearing Member(s))(the "**Post-Initial Slot**");
- iii) first intraday slot: 11:25-11:50 CET (used for the purposes of the First Intraday Call) (the "**First Intraday Slot**");
- iv) additional specific collateral slot: 12:25-12:55 CET (used for the purposes of Collateral substitution upon a Clearing Member's request) (the "**Additional Specific Collateral Slot**");
- v) second intraday slot: 15:25-15:55 CET (used for the purposes of the Second Intraday Call) (the "**Second Intraday Slot**"); or
- vi) any other slot available to LCH SA in exceptional circumstances (the "**Exceptional Slot**");

Once the Euro denominated Cash Collateral has been debited by LCH SA it will immediately form part of the Margin Balance for the relevant Margin Account, or in the case of a CCM Gross Omnibus Segregated Account Structure, for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure, and/or the Client Collateral Buffer or the Contribution Balance, as applicable.

EXHIBIT 5.3

(d) Netting of payments made through TARGET2

LCH will make such debits or credits as the case may be in respect of the relevant CCM House Margin Account, CCM Client Margin Account(s), FCM House Margin Account and FCM Client Margin Account(s) as calculated in accordance with this subsection 3.7(d). If any CCM or FCM Clearing Member does not make a requisite payment at the Initial Slot, LCH SA shall recalculate any amounts due to be paid at the Post-Initial Slot. Notwithstanding the foregoing, and for the avoidance of doubt, where the whole or part of any credit offsets a corresponding debit in any other currency which is still outstanding at the time of the Post-Initial Slot then such debit shall be taken into account for the calculation of the requisite amounts to be paid at Post-Initial Slot.

i) Aggregation of payments made in respect of the House Account Structure of a Clearing Member

(x) In relation to the Initial Slot in respect of the House Account Structure of a Clearing Member, LCH SA will aggregate:

(A) Euro denominated Cash Payments (being the House Variation Margin Requirement plus any other Euro denominated Cash Payments due in respect of the House Account Structure); and

(B) Euro denominated Cash Collateral transfers (being the House Margin Shortfall, the House Excess Collateral Shortfall, the Contribution Shortfall and in respect of a Clearing Member that is a CCM: the CCM Client Collateral Buffer Shortfall),

which are due to be made by that Clearing Member to LCH SA through TARGET2;

(y) In relation to the Post-Initial Slot in respect of the House Account Structure of a Clearing Member, LCH SA will aggregate:

(A) Euro denominated Cash Payments due to be made; and

(B) Euro denominated Cash Collateral due to be returned,

by LCH SA to that Clearing Member through TARGET2; and

(z) In relation to the First Intraday Slot, Second Intraday Slot and any Exceptional Slot, in respect of the House Account Structure of a Clearing Member, LCH SA will aggregate:

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

- (A) Euro denominated Cash Payments (being the House Variation Margin Requirement plus any other Cash Payments due in respect of the House Account Structure) and Euro denominated Cash Collateral transfers (being the House Margin Shortfall, the House Excess Collateral Shortfall, the Contribution Shortfall and in respect of a Clearing Member that is a CCM: the CCM Client Collateral Buffer Shortfall), which are due to be made by that Clearing Member to LCH SA through TARGET2; and
 - (B) Euro denominated Cash Payments due to be made, and Euro denominated Cash Collateral due to be returned, by LCH SA to that Clearing Member through TARGET2.
- ii) Aggregation of payments made in respect of the CCM Client Account Structure of a CCM
- (x) In relation to the Initial Slot, in respect of the CCM Client Account Structure of a CCM, LCH SA will aggregate:
 - (A) Euro denominated Cash Payments (being the Client Variation Margin Requirement(s) plus any other Euro denominated Cash Payments due in respect of each CCM Client Margin Account of that CCM Client Account Structure); and
 - (B) Euro denominated Cash Collateral transfers (being the Total Client Margin Shortfall),which are due to be made by that CCM to LCH SA through TARGET2;
 - (y) In relation to the Post-Initial Slot in respect of the CCM Client Account Structure of a CCM, LCH SA will aggregate:
 - (A) Euro denominated Cash Payments due to be made; and
 - (B) Euro denominated Cash Collateral due to be returned,

by LCH SA to that CCM through TARGET2; and

- (z) In relation to the First Intraday Slot, Second Intraday Slot and any Exceptional Slot, in respect of the CCM Client Account Structure of a CCM, LCH SA will aggregate:
 - (A) Euro denominated Cash Payments (being the Client Variation Margin Requirement(s) plus any other Cash Payments due in respect of that CCM Client Account Structure) and Euro denominated Cash Collateral transfers (being the Total Client Margin Shortfall) which are due to be made by that CCM to LCH SA through TARGET2; and
 - (B) Euro denominated Cash Payments due to be made, and Euro denominated Cash Collateral due to be returned, by LCH SA to that CCM through TARGET2.
- iii) Aggregation of payments made in respect of the FCM Client Account Structure of an FCM Clearing Member
 - (x) In relation to the Initial Slot in respect of the FCM Client Account Structure of an FCM Clearing Member, LCH SA will aggregate:
 - (A) Euro denominated Cash Payments due in respect of the FCM Client Account Structure (being the Client Variation Margin Requirement(s) plus any other Euro denominated Cash Payments due in respect of that FCM Client Account Structure); and
 - (B) Euro denominated Cash Collateral transfers (being the Total Client Margin Shortfall and the FCM Client Buffer Collateral Shortfall in respect of such FCM Client Account Structure),

which are due to be made by that FCM Clearing Member to LCH SA through TARGET2;
 - (y) In relation to the Post-Initial Slot in respect if the FCM Client Account Structure of an FCM Clearing Member, LCH SA will aggregate:
 - (A) Euro denominated Cash Payments due to be made (being the Client Variation Margin Requirement(s) plus any other Euro denominated Cash Payments due in respect of that FCM Client Account Structure); and
 - (B) Euro denominated Cash Collateral due to be returned,

by LCH SA to that FCM Clearing Member through TARGET2; and

- (z) In relation to the First Intraday Slot, Second Intraday Slot and any Exceptional Slot, in respect of the FCM Client Account Structure of an FCM Clearing Member, LCH SA will aggregate:
 - (A) Euro denominated Cash Payments due in respect of the FCM Client Account Structure (being any Cash Payments due in respect of the FCM Client Account Structure, but other than the Client Variation Margin Requirement(s)) and Euro denominated Cash Collateral transfers (being the Total Client Margin Shortfall and the FCM Client Buffer Collateral Shortfall in respect of such FCM Client Account Structure) which are due to be made by that FCM Clearing Member to LCH SA through TARGET2; and
 - (B) Euro denominated Cash Payments due to be made (being any Cash Payments due in respect of the FCM Client Account Structure, but other than the Client Variation Margin Requirement(s)), and Euro denominated Cash Collateral due to be returned, by LCH SA to that FCM Clearing Member through TARGET2.

In relation to the First Intraday Slot, Second Intraday Slot and any Exceptional Slot, with the exception of the Client Variation Margin Requirement(s) of an FCM Clearing Member (as set out in Paragraph 3.7(e)(iv)(z) above) which shall never be netted with other amounts for the purposes of making a payment through TARGET2, if the aggregate amount that would be payable by one party (in respect either of the House Account Structure, any CCM Client Account Structure or any FCM Client Account Structure of a Clearing Member) exceeds the amount that would otherwise have been payable by the other party (in respect of such House Account Structure, CCM Client Account Structure or FCM Client Account Structure), then the obligations of each party pursuant to this Paragraph 3.7 and Paragraph 3.18 below shall be automatically satisfied and discharged on payment by the party by whom the larger aggregate amount would have been payable to the other party of the excess of the larger aggregate amount over the smaller aggregate amount.

Notwithstanding the payment netting contemplated by this Paragraph 3.7(e), LCH SA shall ensure that its books and records properly reflect the transfer of Euro-denominated Cash Collateral and payment of Cash Payments, made in respect of the relevant Margin Account(s), on a gross basis.

- (e) Interest

LCH SA pays interest on Euro denominated Cash Collateral.

The applicable interest rate is published by LCH SA on the Website.

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

(f) Transfer of Euro denominated Cash Collateral

On a given Business Day ("Day") (before 17:15 CET)

If:

- (i) a Clearing Member wishes to transfer Euro denominated Cash Collateral to be recorded in its House Collateral Account and in the case of a CCM, in any of its CCM Client Collateral Accounts (other than in the case that a Clearing Member is called to transfer Euro denominated Cash Collateral to LCH SA to satisfy the Required Collateral Amount pursuant to a Collateral Call, in accordance with Article 4.2.3.2 of the CDS Clearing Rule Book); or
- (ii) a Clearing Member wishes to transfer Euro denominated Cash Collateral to be recorded in any of its Collateral Accounts for the purpose of substituting such Euro denominated Cash Collateral for any Collateral recorded in its Collateral Accounts,

it shall notify LCH SA by submitting the relevant form by any means as specified in a Clearing Notice. The Clearing Member must specify to which Collateral Account(s) such Euro denominated Cash Collateral should be recorded. The process that a Clearing Member and LCH SA must follow to process the return of substituted Collateral to the Clearing Member is set out in paragraph 3.8(h) (for non-Euro denominated Cash Collateral), 3.8(i) (for USD denominated Cash Collateral), 3.10(c) (for Eligible Collateral transferred with full title), 3.15(b) (for Pledged Eligible Collateral) and 3.17(b) (for US T-Bills transferred on behalf of FCM Clients), as applicable.

In respect of a CCM only, if such CCM notifies to LCH SA that Euro denominated Cash Collateral will be transferred to the LCH CCM Client TARGET2 Account but the CCM does not specify to which CCM Client Collateral Account(s) some or all of such amounts should be recorded, LCH will proceed with the debit of the CCM's relevant TARGET2 Account (or the relevant cash account of its TARGET2 Payment Agent) but will treat any amounts which have not been specifically identified as being for a particular CCM Client Collateral Account as CCM Unallocated Client Collateral and record such amounts in the CCM Unallocated Client Collateral Account.

A Clearing Member must notify LCH SA as set out above by no later than 10:45 CET in order for a Clearing Member's request to be processed and the Euro denominated Cash Collateral called at the First Intraday Slot on the same day. A Clearing Member must notify LCH SA as set out above between 10:45 and 17:15 CET in order for a Clearing Member's request to be processed and the Euro denominated Cash Collateral called at the next TARGET2 time slot, including any Exceptional Slot. It is the Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the Clearing Member should confirm its request no later than 17:15 CET by a phone call to LCH SA's collateral management team on

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

(+33) (0)1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

On Day at the relevant TARGET2 time slot:

LCH SA will debit the Clearing Member's relevant TARGET2 Account(s) (or the relevant cash account(s) of its TARGET2 Payment Agent) with the amount of Euro denominated Cash Collateral notified by the Clearing Member.

On Day at any time, a Clearing Member may transfer Euro denominated Cash Collateral by:

- i) notifying LCH SA through the relevant form by any means as specified in a Clearing Notice. The Clearing Member must specify to which Collateral Account(s) such Euro denominated Cash Collateral should be recorded, and
- ii) crediting LCH TARGET 2 Account before 18:00 CET.

Transfer of Euro denominated Cash Collateral at any time later than the First Intraday Slot will be subject to a cap as defined by LCH SA and made available on its website.

In respect of each Clearing Member, following the transfer of Euro denominated Cash Collateral:

- i) the Cash Collateral will be recorded in its House Collateral Account the relevant Client Collateral Account(s) and/or its CCM Unallocated Client Collateral Account, as applicable; and
- ii) to the extent Cash Collateral has been credited to its CCM Unallocated Client Collateral Account, such CCM must inform LCH SA by no later than the End of Real Time on Day how the CCM Unallocated Client Collateral should be recorded within its CCM Client Collateral Account(s). Where the CCM does not provide LCH SA with this information within this timeframe, the CCM Unallocated Client Collateral shall be returned to the CCM's relevant TARGET2 Account (or the relevant cash account(s) of its TARGET2 Payment Agent).

(g) Return of Euro denominated Cash Collateral

- i) In respect of a Clearing Member's House Collateral Account

1- A Clearing Member may request LCH SA to automatically credit Euro denominated Cash Collateral recorded in its House Collateral Account to the Clearing Member's TARGET2 Account (or the relevant cash account of its TARGET2 Payment Agent) provided the amount to be credited would not result in:

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

- (x) the House Margin Requirement exceeding the Margin Balance for the House Margin Account; and
- (y) in respect of a Clearing Member that is a CCM: the CCM Client Collateral Buffer falling below its CCM Client Collateral Buffer Threshold.

LCH SA will credit the relevant amount of such excess Euro denominated Cash Collateral at the next Post-Initial Slot.

A Clearing Member must notify LCH SA of its request to have Euro denominated Cash Collateral automatically credited to the Clearing Member's TARGET2 Account (or the relevant cash account of its TARGET2 Payment Agent) by submitting the relevant form by any means as specified in a Clearing Notice by no later than 16:00 CET on a Business Day in order for the Clearing Member's request to be processed on the next following Business Day.

Once a Clearing Member has notified LCH SA of its request to have Euro denominated Cash Collateral automatically credited, LCH SA will apply it, until such time as LCH SA has been otherwise instructed by the relevant Clearing Member.

2- A Clearing Member may request, on an ad hoc basis, LCH SA to return Euro denominated Cash Collateral recorded in its House Collateral Account to the Clearing Member's TARGET2 Account (or the relevant cash account of its TARGET2 Payment Agent) provided the amount to be returned would not result in:

- (x) the House Margin Requirement exceeding the Margin Balance for the House Margin Account; and
- (y) in respect of a Clearing Member that is a CCM: the CCM Client Collateral Buffer falling below its CCM Client Collateral Buffer Threshold,

as determined at the time when the request is received and processed by LCH SA. Where this would be the case, the Clearing Member's request will be rejected.

Following receipt of a request in accordance with this Paragraph 3.7(g) i), 2, LCH SA will credit the relevant amount of Euro denominated Cash Collateral to the relevant TARGET2 Account of the Clearing Member (or the relevant cash account of its TARGET2 Payment Agent) at the next Post-Initial Slot, or any TARGET2 time slot in which a Variation Margin payment is due to be performed.

EXHIBIT 5.3

3- Where a CCM wishes to have Euro denominated Cash Collateral recorded as CCM Client Collateral Buffer in its CCM House Collateral Account returned to its TARGET2 Account (or the relevant cash account of its TARGET2 Payment Agent), it shall first reduce its CCM Client Collateral Buffer Threshold by sending the relevant form to LCH SA in accordance with Section 2 of the Procedures. LCH SA will then recalculate the CCM Margin Balance for that CCM House Margin Account so that any CCM Client Collateral Buffer that is in excess of the CCM Client Collateral Buffer Threshold will be treated as CCM House Excess Collateral, allowing the CCM to request LCH SA to return that CCM House Excess Collateral in accordance with sub-paragraph 1 or sub-paragraph 2 of this Paragraph 3.7(g) i).

ii) In respect of a CCM's Client Collateral Account(s)

A CCM may request LCH SA to return Euro denominated Cash Collateral recorded in any of its CCM Client Collateral Accounts provided the amount to be returned would not result in:

(x) the relevant CCM Client Margin Requirement(s), plus

(y) the CCM Allocated Client Collateral Buffer, if any,

exceeding the Margin Balance for the relevant CCM Client Account Structure, as determined at the time when the request is received and processed by LCH SA. Where this would be the case, the Clearing Member's request will be rejected.

Following receipt of a request in accordance with this Paragraph 3.7(g) ii), LCH SA will credit the relevant amount of Euro denominated Cash Collateral to the relevant TARGET2 Account of the Clearing Member (or the relevant cash account of its TARGET2 Payment Agent) at the next Post-Initial Slot, or any TARGET2 time slot in which a Variation Margin payment is due to be performed.

iv) In respect of an FCM Unallocated Client Collateral Financial Account

The FCM Clearing Member may also request LCH SA to return some or all FCM Unallocated Client Excess Collateral in the form of Euro denominated Cash Collateral provided that the requested amount does not exceed the FCM Unallocated Client Excess Collateral recorded in its FCM Client Collateral Account. Where this would be the case, the FCM Clearing Member's request will be rejected.

LCH SA will credit the relevant amount of Euro denominated Cash Collateral to the relevant TARGET2 Account of the FCM Clearing Member (or the relevant cash account of its TARGET2 Payment Agent) at the next Post-Initial

EXHIBIT 5.3

Slot, or any TARGET2 time slot in which a Variation Margin payment is due to be performed.

By exception to the time limits for notification as set out in paragraphs 3.7 (f) and (g), in case of atypical market conditions (*i.e.* periods of time with reduced activity and lowered liquidity), including but not limited to the end of the year period (*i.e.* the period starting from 22 December of each year to 2 January of the following year), LCH SA may inform by any means the Clearing Members that notifications of movement (transfer or return) of Euro denominated Cash Collateral, for value on Day, must be received by LCH SA on Day minus five before 16.00 CET. Such information will contain the implementation measure of the extension of the notification period.

- (h) Transfer of Euro denominated Cash Collateral to satisfy a Contribution Shortfall

Where a Clearing Member is required to transfer Euro denominated Cash Collateral to LCH SA to satisfy a Contribution Shortfall, in accordance with Article 4.4.1.7 of the CDS Clearing Rule Book, it shall make arrangements to credit the LCH House TARGET2 Account with the required amount of Euro denominated Cash Collateral.

3.8 NON-EURO DENOMINATED CASH COLLATERAL

- (a) Multi-currency accounts held by LCH SA

LCH SA holds non-Euro Cash Collateral provided by Clearing Members in the following three multi-currency accounts opened in the books of an eligible commercial bank selected in accordance with Paragraph 3.8(c) below:

- i) a multi-currency account used to credit non-Euro Cash Collateral which is transferred by a Clearing Member to be recorded in its House Collateral Account (the “**LCH House Non-Euro Account**”); and
- ii) with respect to Clients of a Clearing Member:
- (x) a multi-currency account used to credit non-Euro Cash Collateral which is transferred by a CCM to be recorded in its CCM Client Collateral Account(s) (the “**LCH CCM Client Non-Euro Account**”); or
- (y) a multi-currency account used to credit non-Euro, non-USD Cash Collateral which is transferred by an FCM Clearing Member to be recorded in its FCM Client Collateral Account (the “**LCH FCM Client Non-Euro Account**”), which for the avoidance of doubt forms part of the LCH Cleared Swaps Client Segregated Depository Account for purposes of the FCM CDS Clearing Regulations,

together referred to as the “**LCH Client Non-Euro Accounts**” and individually as a “**LCH Client Non-Euro Account**”.

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

The LCH House Non-Euro Account and the LCH Client Non-Euro Accounts shall be together referred to as the “**LCH Non-Euro Accounts**”.

LCH SA may invest non-Euro Cash Collateral in accordance with Paragraph 3.11(b).

(b) USD cash account held by LCH SA

LCH SA holds USD Cash Collateral provided by FCM Clearing Members on behalf of their FCM Clients in an USD cash account:

- i) opened in the books of BNYM US; and
- ii) used to credit USD Cash Collateral which is transferred by FCM Clearing Members to be recorded in their FCM Client Collateral Account (the “**LCH FCM Client USD Account**”), which for the avoidance of doubt forms part of the LCH Cleared Swaps Client Segregated Depository Account for purposes of the FCM CDS Clearing Regulations.

LCH SA may invest USD Cash Collateral in accordance with Paragraph 3.11(b) and the FCM CDS Clearing Regulations.

(c) Eligible commercial banks

LCH SA will hold:

- i) non-Euro Cash Collateral, where LCH SA does not invest it in accordance with Paragraph 3.11(a), in the LCH Non-Euro Accounts; and
- ii) USD Cash Collateral provided by FCM Clearing Members on behalf of their FCM Clients, where LCH SA does not invest it in accordance with Paragraph 3.11(b) and the FCM CDS Clearing Regulations, in the LCH FCM Client USD Account

opened in the books of any commercial bank which has been selected in accordance with the LCH.Cleernet Group Limited risk collateral policy (the “**LCH Group Risk Collateral Policy**”).

The LCH Group Risk Collateral Policy sets out, amongst other things, the principles that LCH SA must adhere to when arranging for the custody of Cash Collateral and is kept under review by the Risk Committee. One of those principles is that LCH SA may select a commercial bank to act as custodian for Cash Collateral, subject to it meeting the following criteria:

- an average credit rating of at least A-, or a guarantee from a sovereign government or parent company with an average credit rating of at least A-. Where there is a subsequent downgrade of the bank's credit rating,

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

reference will be made to the LCH Group Risk Collateral Policy and the Risk Committee's policy; and

- has demonstrable operational suitability (confirmed by LCH SA's own due diligence).

On the basis of these criteria, LCH SA has selected:

- i) Euroclear Bank to act as depository of non-Euro denominated Cash Collateral provided by Clearing Members; and
- ii) BNYM US to act as depository of USD Cash Collateral provided by FCM Clearing Members on behalf of their FCM Clients,

together referred to as the "**Eligible Commercial Banks**" and individually as an "**Eligible Commercial Bank**".

- (d) FX conversion and discounts

Whenever LCH SA is required to convert non-Euro denominated Cash Collateral, transferred by a Clearing Member, to Euros such conversion shall be effected on the basis of the Applicable Price. LCH SA shall additionally be entitled to apply discounts to such non-Euro denominated Cash Collateral, at its discretion, as published on the Website.

- (e) Interest

LCH SA pays interest on non-Euro denominated Cash Collateral and USD Cash Collateral deposited in the Eligible Commercial Banks.

The applicable interest rate is published by LCH SA on the Website.

- (f) Transfer of non-Euro denominated Cash Collateral (other than USD denominated Cash Collateral to be recorded in the LCH FCM Client USD Account)

On Day minus one

If:

- (i) a Clearing Member wishes to transfer additional non-Euro denominated Cash Collateral to be recorded in its House Collateral Account and, in the case of a CCM, in any of its CCM Client Collateral Accounts; or
- (ii) a Clearing Member wishes to transfer non-Euro denominated Cash Collateral to be recorded in any of its Collateral Accounts for the purpose of substituting such non-Euro denominated Cash Collateral for any Collateral recorded in its Collateral Accounts,

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

it shall notify LCH SA by submitting the relevant form by any means as specified in a Clearing Notice. The Clearing Member must specify in such form to which Collateral Account(s) the non-Euro denominated Collateral should be recorded. The process that a Clearing Member and LCH SA must follow to process the return of substituted Collateral to the Clearing Member is set out in paragraph 3.7(g) (for Euro denominated Cash Collateral), 3.8(i) (for USD denominated Cash Collateral), 3.10(c) (for Eligible Collateral transferred with full title), 3.15(b) (for Pledged Eligible Collateral) or 3.17(b) (for US T-Bills), as applicable.

In respect of a CCM only, if such CCM notifies to LCH SA that non-Euro denominated Cash Collateral will be transferred to the LCH Client Non-Euro Account but the CCM does not specify to which CCM Client Collateral Account(s) some or all of such amounts should be recorded, LCH SA will treat such amounts which have not been specifically identified as being for a particular CCM Client Collateral Account as CCM Unallocated Client Collateral and record such amounts in the CCM Unallocated Client Collateral Account when they are received.

The Clearing Member must notify LCH SA as set out above by no later than 16:45 CET on Day minus one in order for the Clearing Member's request to be processed on the next following Business Day and to enable the transfer of non-Euro denominated Cash Collateral to occur on Day. It is the Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the Clearing Member should confirm its request no later than 16:45 CET by a phone call to LCH SA's collateral management team on (+33) (0)1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

On Day

The Clearing Member transfers the amount of the non-Euro denominated Cash Collateral notified to LCH SA on Day minus one to the relevant LCH Non-Euro Account opened with the Eligible Commercial Bank.

If non-Euro denominated Cash Collateral is received:

- i) before 10:30 CET on Day, such non-Euro denominated Cash Collateral (other than CCM Unallocated Client Collateral) will form part of the Margin Balance and be taken into account for the purposes of the First Intraday Call on Day;
- ii) at or after 10:30 CET but prior to 11:45 CET on Day, such non-Euro denominated Cash Collateral (other than CCM Unallocated Client Collateral) will form part of the relevant Margin Balance and be taken into account for the purposes of calculations in relation to a Collateral substitution request which is to be effected using the Additional Specific Collateral Slot;
- iii) at or after 11:45 CET but prior to 14:30 CET on Day, such non-Euro denominated Cash Collateral (other than CCM Unallocated Client Collateral)

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

will form part of the relevant Margin Balance and be taken into account for the purposes of the Second Intraday Call on Day;

- iv) at or after 14:30 CET on Day, such non-Euro denominated Cash Collateral (other than CCM Unallocated Client Collateral) will form part of the relevant Margin Balance and be taken into account for the purposes of the Morning Call on the next following Business Day.

In respect of a CCM only, to the extent Cash Collateral has been credited to its CCM Unallocated Client Collateral Account, the CCM must inform LCH SA by no later than 16:00 CET on Day how the CCM Unallocated Client Collateral should be recorded within its CCM Client Collateral Account(s). Where the CCM does not provide LCH SA with this information within this timeframe, the CCM Unallocated Client Collateral shall be returned to the relevant account of the CCM.

- (g) Transfer of USD denominated Cash Collateral to be recorded in the LCH FCM Client USD Account

On Day minus one (before 17:00 CET)

If an FCM Clearing Member wishes to transfer USD denominated Cash Collateral to be recorded in its FCM Client Collateral Account for the purpose of substituting such USD denominated Cash Collateral for any Collateral recorded in its FCM Client Collateral Account, it shall notify LCH SA by submitting the relevant form by any means as specified in a Clearing Notice. The process that an FCM Clearing Member and LCH SA must follow to process the return of substituted Collateral to the FCM Clearing Member is set out in paragraph 3.7(g) (for Euro denominated Cash Collateral), 3.8(h) (for non-Euro denominated Cash Collateral) or 3.17(b) (for US T-Bills transferred on behalf of FCM Clients), as applicable.

The form Clearing Member must notify LCH SA by no later than 17:00 CET on a Business Day ("Day minus one") in order for the FCM Clearing Member's request to be processed and to enable the transfer to occur no later than 18:00 CET on a Business Day ("Day minus one"). It is the FCM Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the FCM Clearing Member should confirm its request no later than 17:00 CET by a phone call to LCH SA's collateral management team on (+33) (0)1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

On Day minus one (before 18:00 CET)

A FCM Clearing Member transfers the amount of the USD denominated Cash Collateral, notified on Day minus one before 17:00 CET, to LCH SA's relevant LCH FCM Client USD Account opened with the Eligible Commercial Bank.

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

If USD denominated Cash Collateral is received before 18:00 CET on Day minus one, such USD denominated Cash Collateral will be taken into account in the relevant FCM Margin Balance used for the Morning Margin Call on Day.

- (h) Return of non-Euro denominated Cash Collateral (other than USD denominated Cash Collateral to be recorded in the LCH FCM Client USD Account)

On Day minus one

A Clearing Member must notify LCH SA of its request to have non-Euro denominated Cash Collateral returned to it by submitting the relevant form by any means as specified in a Clearing Notice. A Clearing Member must specify, on this form, the account to which the non-Euro denominated Cash Collateral should be returned.

The Clearing Member must notify LCH SA as set out above by no later than 16:00 CET on a Day minus one in order for the Clearing Member's request to be processed on the next following Business Day and to allow LCH SA to give instructions (in the circumstances described below) to make the transfer on Day during the Additional Specific Collateral Slot. It is the Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the Clearing Member should confirm its request by 16:00 CET by a phone call to LCH SA's Treasury Operations team on +33 1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

Any request received by LCH SA pursuant to this Paragraph 3.8(h) shall be deemed firm and irrevocable.

On Day

- In respect of a Clearing Member's House Collateral Account and Client Collateral Account(s)

Following the First Intraday Slot and, in any event, by 12:00 CET at the latest, LCH SA will re-calculate the value of the non-Euro denominated Cash Collateral to be returned to the Clearing Member (the "**Non-Euro Cash Collateral Value**") and:

- 1- provided LCH SA holds sufficient Collateral (other than that which is to be returned) to cover the Margin Requirement for the relevant Margin Account and the Non-Euro Cash Collateral Value does not exceed the amount of non-Euro denominated Cash Collateral previously provided to LCH SA through a Collateral Call, LCH SA will process the return of the non-Euro denominated Cash Collateral to the Clearing Member in accordance with the remaining provisions of this Paragraph 3.8(h); or

EXHIBIT 5.3

2- if LCH SA does not hold sufficient Collateral (other than that which is to be returned) to cover the Margin Requirement for the relevant Margin Account, LCH SA will debit an amount of Euro-denominated Cash Collateral equal to the Non-Euro Cash Collateral Value from the relevant TARGET2 Account of the Clearing Member (or the relevant cash account of its TARGET2 Payment Agent) during the Additional Specific Collateral Slot. Provided an amount of Euro-denominated Cash Collateral equal to the Non-Euro Cash Collateral Value is received by LCH SA, LCH SA will process the return of the non-Euro denominated Cash Collateral to the Clearing Member in accordance with the remaining provisions of this Paragraph 3.8(h).

- In respect of an FCM Unallocated Client Collateral Financial Account

Following the First Intraday Slot and, in any event, by 12:00 CET at the latest, LCH SA will re-calculate the Non-Euro Cash Collateral Value of the requested amount of FCM Unallocated Client Excess Collateral recorded in the FCM Unallocated Client Collateral Financial Account to be returned and will process a return of the Non-Euro Cash Collateral Value in accordance with the remaining provisions of this Paragraph 3.8(h).

- Return of the Non-Euro Cash Collateral Value

In the event that LCH SA is required to, but has not been able to, debit an amount of Euro-denominated Cash Collateral equal to the Non-Euro Cash Collateral Value from the Clearing Member's TARGET2 Account(s) or the relevant cash accounts of its TARGET2 Payment Agent), the Clearing Member's request to have non-Euro denominated Cash Collateral returned to it will be deemed void and LCH SA shall retain the non-Euro denominated Cash Collateral which the Clearing Member requested to be returned. LCH SA's inability to debit Euro-denominated Cash Collateral equal to the Eligible Collateral Value intra-day through TARGET2 shall not constitute a Payment Failure in respect of the Clearing Member.

Save in the circumstances described above, LCH SA will give instructions to the Eligible Commercial Bank to credit the relevant account(s) of the Clearing Member (as notified in the form on Day minus one) with the non-Euro denominated Cash Collateral between 13:00 and 15:00 CET.

- (i) Return of USD denominated Cash Collateral recorded in the LCH FCM Client USD Account

On Day

An FCM Clearing Member must notify LCH SA of its request to have USD denominated Cash Collateral recorded in the LCH FCM Client USD Account returned to it by submitting the relevant form by any means as specified in a Clearing Notice.

EXHIBIT 5.3

An FCM Clearing Member must specify, on this form, the FCM Cleared Swaps Client Segregated Depository Account to which the USD denominated Cash Collateral should be returned.

The FCM Clearing Member must notify LCH SA by no later than 17:00 CET on a Business Day (“Day”) in order for the FCM Clearing Member’s request to be processed on the same Business Day (“Day”) and to allow LCH SA to give instructions (in the circumstances described below) to make the transfer on Day. It is the FCM Clearing Member’s responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the FCM Clearing Member should confirm its request by 17:00 CET by a phone call to LCH SA’s Treasury Operations team on +33 1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

Any request received by LCH SA pursuant to this Paragraph 3.8(i) shall be deemed firm and irrevocable.

On Day

- In respect of an FCM Clearing Member’s FCM Client Collateral Account

By 17:00 CET at the latest, LCH SA will re-calculate the value of the USD denominated Cash Collateral to be returned to the FCM Clearing Member (the “**USD Cash Collateral Value**”) and if:

1. LCH SA holds sufficient Collateral (other than that which is to be returned) to cover the FCM Client Margin Requirement for the relevant FCM Client Margin Account, LCH SA will process the return of the USD denominated Cash Collateral to the FCM Clearing Member (up to the amount of USD denominated Cash Collateral provided originally by the FCM Clearing Member) before 18:00 CET; or
2. LCH SA does not hold sufficient Collateral (other than that which is to be returned) to cover the FCM Client Margin Requirement for the relevant FCM Client Margin Account, LCH SA will reject FCM Clearing Member request to have USD denominated cash collateral returned to it.

If FCM Clearing Member’s relevant FCM Margin Requirements are covered with sufficient alternative collateral (other than that which is to be returned), LCH SA will give instructions to the Eligible Commercial Bank to credit the FCM Clearing Member’s relevant account(s) (as notified in the form on Day) with the USD denominated Cash Collateral immediately.

Such instructions will, in any event, be made on the same Business Day (“Day”) at 18:00 CET, i.e. in advance of the relevant commercial bank’s currency cut-off time (except in exceptional circumstances, as determined by LCH SA in an objective and commercially reasonable manner).

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

- In respect of an FCM Unallocated Client Collateral Financial Account Client Collateral Account

By 17:00 CET at the latest, LCH SA will re-calculate the USD Cash Collateral Value of the requested amount of FCM Unallocated Client Excess Collateral recorded in the FCM Unallocated Client Collateral Financial Account and will process a return of the USD Cash Collateral Value in accordance with the remaining provisions of this Paragraph 3.8(i).

By exception to the time limits for notification as set out in paragraphs 3.8 (f), (g), (h) and (i), in case of atypical market conditions (*i.e.* periods of time with reduced activity and lowered liquidity), including but not limited to the end of the year period (*i.e.* the period starting from 22 December of each year to 2 January of the following year) LCH SA may inform by any means the Clearing Members that notifications of movement (transfer or return) of non-Euro Cash Collateral, for value on Day, must be received by LCH SA on Day minus five before 16.00 CET. Such information will contain the implementation measures of the extension of the notification period.

3.9 ELIGIBLE COLLATERAL

A list of the securities that constitute Eligible Collateral, together with applicable haircuts, is set out on the Website at <http://www.lch.com/risk-collateral-management/collateral-management/acceptable-collateral>.

LCH SA may amend this list in accordance with Article 4.2.7.1 of the CDS Clearing Rule Book and this Paragraph 3.9.

For risk management purposes, LCH SA does not permit a Clearing Member to transfer “self-issued securities” as Eligible Collateral (*i.e.* securities issued by such Clearing Member or by any of its Affiliates).

(a) Withholding tax

Each Clearing Member should ensure that the Eligible Collateral submitted to LCH SA's accounts with custodians or Central Securities Depositories or transferred to LCH SA's pledged account at Euroclear Bank pursuant to a collateral arrangement, or BNYM US pursuant to a security arrangement, is not subject to withholding tax.

If the Eligible Collateral is subject to withholding tax and a Clearing Member does not request the return of Eligible Collateral prior to the relevant record date of the securities to enable the Clearing Member to receive the gross coupon or dividend, any coupon or dividend will be paid to the Clearing Member by LCH SA net of withholding tax.

EXHIBIT 5.3

(b) FX conversion and discounts

A discount shall be applied to the value of Eligible Collateral transferred by a Clearing Member. The amount of the discount shall be notified on the Website. Such discounts may be modified at any time and at the sole discretion of LCH SA.

Whenever LCH SA is required to convert non-Euro denominated Eligible Collateral, transferred by a Clearing Member, to Euros such conversion shall be effected on the basis of the Applicable Price.

(c) Events affecting the eligibility of Eligible Collateral

Where a security which constitutes Eligible Collateral is affected by one of the following events (each, a “**Collateral Event**” and together, the “**Collateral Events**”):

- i) a suspension from trading of such security by an exchange, or
- ii) the public announcement of a take-over bid, public exchange offer, split or reverse split involving the entity issuing such security,

LCH SA will publish a Clearing Notice on the Website notifying Clearing Members that such security will no longer constitute Eligible Collateral. The Clearing Notice will specify the effective date, which shall be no later than 2 Business Days following the date of the Collateral Event, as of which the securities will no longer constitute Eligible Collateral.

Where a Clearing Member has transferred such securities to LCH SA with full title or to LCH SA’s pledged account(s) at Euroclear Bank, or to LCH SA’s segregated depository account(s) at BNYM US, such Clearing Member should request a return of the securities in accordance with Paragraph 3.10(c), 3.15 (b) or 3.17 (b), as appropriate, and transfer alternative Collateral to LCH SA in accordance with this Section 3 to satisfy any of its Margin Requirements and its obligation in respect of its House Excess Collateral Threshold.

Where the Clearing Member does not request a return of the securities and/or transfer alternative Collateral to LCH SA prior to the effective date specified in the Clearing Notice published in accordance with this Paragraph 3.9(c), LCH SA will calculate the Margin Balance of the Clearing Member’s House Collateral Account and each of its affected Client Collateral Accounts, in accordance with Paragraph 3.2, on the effective date specified in such Clearing Notice, excluding the suspended securities. As a result of this calculation LCH SA shall determine whether or not there is a Margin Shortfall for any Margin Account or in the case of a CCM Gross Omnibus Segregated Account Structure, for all the CCM Client Margin Accounts attached to that CCM Gross Omnibus Segregated Account Structure, of the Clearing Member. Where there is a Margin Shortfall this will be detailed in the AC0103E Report which is sent to the Clearing Member in accordance with Paragraph 5.13(b) of Section 5 of the Procedures and LCH SA shall be taken into account for the purposes of

EXHIBIT 5.3

calculating the Required Collateral Amount for the purposes of the Morning Call on the next Business Day.

For the avoidance of doubt, LCH SA shall retain the suspended securities until such time as the Clearing Member requests their return in accordance with this Paragraph 3.9(c) but they shall not be taken into account for the purposes of calculating any Margin Balance of the Clearing Member on subsequent Business Days.

- (d) Transfer of Eligible Collateral (other than US T-Bills transferred by an FCM Clearing Member on behalf of FCM Clients)

Subject to the requirement applicable to US T-Bills transferred by an FCM Clearing Member on behalf of FCM Clients as set out in Paragraph 3.9 (e) below, a Clearing Member can transfer Eligible Collateral to LCH SA, either:

- i) with full title, in accordance with Paragraph 3.10 to be recorded in its House Collateral Account and the case of a CCM only, in any of its CCM Client Collateral Accounts; or
- ii) by way of security interest whereby the Eligible Collateral would be transferred to the relevant LCH SA pledged account at Euroclear Bank and held pursuant to a Belgian law pledge in accordance with Paragraph 3.15 and to be recorded in its House Collateral Account and in the case of a CCM only, in any of its CCM Client Collateral Accounts.

- (e) Transfer of US T-Bills provided by an FCM Clearing Member on behalf of FCM Clients

If an FCM Clearing Member wishes to transfer US T-Bills on behalf of FCM Clients, it shall be transferred by way of security interest and recorded in LCH SA's segregated depository account held at BNYM US in accordance with Paragraph 3.14.

3.10 ELIGIBLE COLLATERAL TRANSFERRED WITH FULL TITLE

- (a) Securities accounts

LCH SA holds Eligible Collateral transferred to it with full title in the following sets of accounts opened in the books of Euroclear Bank and Euroclear France:

- i) a security account in each of Euroclear Bank and Euroclear France used to credit Eligible Collateral which is transferred by Clearing Members to be recorded in their House Collateral Account (the "**LCH House Securities Account**"); and
- ii) a security account in each of Euroclear Bank and Euroclear France used to credit Eligible Collateral which is transferred by Clearing Members to be recorded in any of their Client Collateral Accounts (the "**LCH Client Securities Account**").

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

The LCH House Securities Account and the LCH Client Securities Account shall be together referred to as the “**LCH Securities Accounts**”.

LCH SA may invest Eligible Collateral provided to LCH SA with full title in accordance with Paragraph 3.11(b).

(b) Transfer of Eligible Collateral

On Day

If:

- (i) a Clearing Member wishes to transfer additional Eligible Collateral with full title to be recorded in its House Collateral Account, and in the case of a CCM, in any of its CCM Client Collateral Accounts; or
- (ii) a Clearing Member wishes to transfer Eligible Collateral with full title to be recorded in its House Collateral Account, and in the case of a CCM, in its CCM Client Collateral Account, for the purpose of substituting such Eligible Collateral for any Collateral recorded in its Collateral Accounts,

it shall notify LCH SA of its request to transfer such Eligible Collateral with LCH SA by submitting the relevant form by any means as specified in a Clearing Notice. The process that a Clearing Member and LCH SA must follow to process the return of substituted Collateral to the Clearing Member is set out in paragraph 3.7(g) (for Euro denominated Cash Collateral), 3.8(h) (for non-Euro denominated Cash Collateral), 3.8(i) (for USD denominated Cash Collateral), 3.15(b) (for Pledged Eligible Collateral) or 3.17(b) (for US T-Bills transferred on behalf of FCM Clients), as applicable.

In respect of a CCM only, if such CCM notifies to LCH SA that Eligible Collateral will be transferred to the LCH Client Securities Account but the CCM does not specify to which CCM Client Collateral Account(s) some or all such Eligible Collateral should be recorded, LCH SA will not accept the request to transfer such Eligible Collateral.

The Clearing Member must notify LCH SA as set out above by no later than 17:15 CET on a Business Day (“Day”) in order for the Clearing Member’s request to be processed on Day and to enable the transfer to occur on Day. It is the Clearing Member’s responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the Clearing Member should confirm the request by 17:15 CET by a phone call to LCH SA’s collateral management team on (+33) (0)1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

On Day

A Clearing Member must submit instructions (Franco or Sell Free of payment) via Euroclear Bank or ESES (Euroclear France), as applicable, and LCH SA must submit

EXHIBIT 5.3

instructions (Buy free of payment) if Clearing Member uses Sell free of payment, for matching through Euroclear Bank or ESES (Euroclear France).

If LCH SA receives the confirmation of settlement from Euroclear Bank or ESES (Euroclear France):

- i) before 10:30 CET on Day, the Eligible Collateral will form part of the relevant Margin Balance and be taken into account for the purposes of the First Intraday Call on Day;
 - ii) at or after 10:30 CET but prior to 11:45 CET on Day, the Eligible Collateral will form part of the relevant Margin Balance and be taken into account for the purposes of calculations in relation to a Collateral substitution request which is to be effected using Additional Specific Collateral Slot;
 - iv) at or after 11:45 CET but prior to 14:30 CET on Day, the Eligible Collateral will form part of the relevant Margin Balance and be taken into account for the purposes of the Second Intraday Call on Day;
 - v) at or after 14:30 CET but prior to 17:15 CET on Day, the Eligible Collateral will form part of the relevant Margin Balance and be taken into account solely for the purposes of novating Intraday Transactions;
 - v) at or after 17:15 CET on Day, the Eligible Collateral will form part of the relevant Margin Balance and be taken into account for the purposes of the Morning Call on the next following Business Day.
- (c) Return of Eligible Collateral

On Day minus one

A Clearing Member must notify LCH SA of a request to have Eligible Collateral returned to it by submitting the relevant form by any means as specified in a Clearing Notice.

The Clearing Member must notify LCH SA by no later than 16:00 CET on a Business Day (“Day minus one”) in order for the Clearing Member’s request to be processed on the next following Business Day (“Day”) and to allow LCH SA to give instructions (in the circumstances described below) to make the transfer to occur on Day during the Additional Specific Collateral Slot. It is the Clearing Member’s responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the Clearing Member should confirm the request by 16:00 CET by a phone call to LCH SA’s collateral management team on +33 1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

Any request received by LCH SA pursuant to this process shall be deemed firm and irrevocable.

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

On Day

Following the First Intraday Slot and, in any event, by 12:00 CET at the latest, LCH SA will re-calculate the value of the Eligible Collateral to be returned (the “**Eligible Collateral Value**”) and if:

- 1- LCH SA holds sufficient Collateral (other than that which is to be returned) to cover the Margin Requirement for the relevant Margin Account, LCH SA will process the return of the Eligible Collateral on request of the Clearing Member in accordance with the remaining provisions of this Paragraph 3.10(c); or
- 2- LCH SA does not hold Collateral (other than that which is to be returned) to cover the Margin Requirement for the relevant Margin Account, LCH SA will debit an amount of Euro-denominated Cash Collateral equal to the Eligible Collateral Value from the relevant TARGET2 Account(s) of the Clearing Member (or the relevant cash accounts of its TARGET2 Payment Agent) during the Additional Specific Collateral Slot. Provided an amount of Euro-denominated Cash Collateral equal to the Eligible Collateral Value is received by LCH SA, LCH SA will process the return of the Eligible Collateral to the Clearing Member in accordance with the remaining provisions of this Paragraph 3.10(c).

In the event that LCH SA is required to, but has not been able to, debit an amount of Euro-denominated Cash Collateral equal to the Eligible Collateral Value from the Clearing Member’s TARGET2 Account(s) or the relevant cash accounts of its TARGET2 Payment Agent), the Clearing Member’s request to have Eligible Collateral returned to it will be deemed void and LCH SA shall retain the Eligible Collateral which the Clearing Member requested to be returned. LCH SA’s inability to debit Euro-denominated Cash Collateral equal to the Eligible Collateral Value intra-day through TARGET2 shall not constitute a Payment Failure in respect of the Clearing Member.

Save in the circumstances described above, LCH SA will send instructions (Sell Free of Payment) submitted via Euroclear Bank or ESES (Euroclear France) and the Clearing Member shall submit instructions (Buy Free of Payment), for matching through Euroclear Bank or ESES (Euroclear France) between 13:00 and 15:00 CET.

Such instructions will, in any event, be sent on Day in advance of the relevant Central Securities Depository/International Central Securities Depository cut-off time (except in exceptional circumstances, as determined in an objective and commercially reasonable manner).

By exception to the time limits for notification as set out in paragraphs 3.10 (b) and (c), in case of atypical market conditions (*i.e.* periods of time with reduced activity and lowered liquidity), including but not limited to the end of the year period (*i.e.* the period starting from 22 December of each year to 2 January of the following year) LCH SA may inform by any means the Clearing Members that notifications of movement (transfer or return) of

EXHIBIT 5.3

Eligible Collateral transferred with full title, for value on Day, must be received by LCH SA on Day minus five before 16.00 CET. Such information will contain the implementation measure of the extension of the notification period.

3.11 LCH SA'S RIGHTS IN RESPECT OF COLLATERAL TRANSFERRED WITH FULL TITLE

(a) Full title

Collateral (except Pledged Eligible Collateral and US T-Bills recorded in LCH SA's segregated depository account at BNYM US) shall be transferred to LCH SA with full title.

(b) Use of Collateral

LCH SA may use Collateral (except Pledged Eligible Collateral and US T-Bills recorded in LCH SA's segregated depository account at BNYM US) in accordance with the principles set out in the LCH Group Risk Collateral Policy and all applicable legal and regulatory provisions governing Collateral applicable to LCH SA acting as a clearing house and/or a securities settlement system.

LCH SA shall, in its sole discretion, invest Cash Collateral in liquid principal protected assets, as detailed on the collateral management section of the Website, and in accordance with the principles set out in the LCH Group Risk Collateral Policy.

(c) French law restrictions on use

Collateral that is transferred with full title to LCH SA shall be subject to all applicable legal and regulatory provisions governing Collateral provided to a clearing house and securities settlement systems, including, without limitation, Article L. 330-2, and L. 440-7 and L. 440-8 of the French Monetary and Financial Code.

Under Articles L. 440-7 and L. 440-8 of the French Monetary and Financial Code:

- i) without prejudice to Paragraph 3.11(b), Collateral transferred for the purpose of meeting a Clearing Member's Margin Requirements shall only be used by LCH SA in the event that amounts are due in the context of the liquidation of such Clearing Member's Cleared Transactions (where it is a Defaulting Clearing Member) in accordance with Article 4.3.3.1 of the CDS Clearing Rule Book and/or in the event that any other sums are owed by the relevant Clearing Member to LCH SA; and
- ii) no creditor of either a Clearing Member or LCH SA, no representative of a Clearing Member and no insolvency official (*mandataire judiciaire*) appointed under French insolvency proceedings (under Book VI of the French Commercial Code) may claim any right over the Collateral transferred for the purpose of meeting a Clearing Member's Margin Requirements (even

EXHIBIT 5.3

in the context of an LCH Insolvency Proceeding or insolvency proceedings opened outside of France which are equivalent or similar to those set out in Book VI of the French Commercial Code).

Under Article L. 330-2 of the French Monetary and Financial Code:

- i) without prejudice to Paragraph 3.11(b), Collateral transferred by a Clearing Member shall be used by LCH SA in accordance with the CDS Clearing Rules; and
- ii) no creditor of either a Clearing Member or LCH SA may claim any right over the Collateral transferred by a Clearing Member (even in the context of an LCH Insolvency Proceeding, insolvency proceedings opened outside France which are equivalent to those set out in Book VI of the French Commercial Code, civil enforcement proceedings or the exercise of an opposition right (*droit d'opposition*)).

In the event of any conflict between the provisions of Article L. 211-38, whereby Collateral may be enforced in accordance with the provisions of the Financial Collateral Directive as transposed into French law, and the provisions of Articles L. 440-7 and L. 440-8, the provisions of Articles L. 440-7 and L. 440-8 shall prevail.

(d) Governing law

Pursuant to Article 9(2) of the Settlement Finality Directive, the validity and enforceability of a guarantee on book entry securities is assessed according to the law of the Member State where the account, in which the rights with respect to the relevant securities are recorded, is located.

Accordingly, when Eligible Collateral is posted to one of the relevant LCH SA's accounts located in France, Belgium or Portugal, the related securities are transferred to LCH SA with full title, in accordance with applicable law as follows:

- i) France: Articles L. 440-7 and L. 330-2 of the French Monetary and Financial Code; or
- ii) Belgium: Article 12 of the Belgian law dated 15 December 2004 "relative aux sûretés financières et portant des dispositions fiscales diverses en matière de conventions constitutives de sûreté et de prêts portant sur des instruments financiers"; or
- iii) Portugal: Article 261 n°4 of the Portuguese Securities Code.

EXHIBIT 5.3

3.12 CORPORATE EVENTS OCCURRING IN RESPECT OF ELIGIBLE COLLATERAL TRANSFERRED WITH FULL TITLE

(a) Coupons and dividends

Dividends will be remitted to the Clearing Member in one of the following ways at the option of the Clearing Member:

- i) share dividends will be remitted to the Clearing Member's accounts with a depository as notified to LCH SA for this purpose; or
- ii) cash dividends and coupons will be credited to the relevant TARGET2 Account(s) of the Clearing Member (or the relevant cash account(s) of the Clearing Member's TARGET2 Payment Agent) or the Clearing Member's accounts with a central bank as notified to LCH SA for this purpose.

A minimum of 1 Business Day before the relevant record date, LCH SA will contact Clearing Members by telephone to the telephone number specified by the Clearing Member in its application for membership of the CDS Clearing Service to ask which of the above options the Clearing Member prefers. If a Clearing Member does not express a preference, or if LCH SA has insufficient time to process a Clearing Member's preference, the dividend or coupon will be credited (in accordance with Paragraph 3.7(b)) to the relevant TARGET2 Account(s) of the Clearing Member (or the relevant cash account(s) of the Clearing Member's TARGET2 Payment Agent).

Dividends and coupons will only be remitted or credited to the Clearing Member's account(s) once LCH SA has received the relevant dividends and coupons. Dividends and coupons are remitted on the same day if received before 16:00 CET, or the next Business Day if received after 16:00 CET.

(b) Subscription or allotment rights

Where a subscription or allotment right can be detached from a security provided as Eligible Collateral it will be remitted to the Clearing Member's account with the relevant depository as soon as LCH SA has received the relevant right. The remittance will be performed in Euroclear Bank or Euroclear France on the same day if the right is received before 16:00 CET, or the next Business Day if received after 16:00 CET.

(c) Maturity

If a security provided as Eligible Collateral is due to mature and a Clearing Member wishes it to be returned, then a Clearing Member should request the return of that security before the relevant maturity date in accordance with Paragraph 3.10.

Where a security provided as Eligible Collateral matures, LCH SA will credit (in accordance with Paragraph 3.7(b)) the Clearing Member's TARGET2 Accounts (or the

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

relevant cash accounts of such Clearing Member's TARGET2 Payment Agent) on the same day if funds are received before 16:00 CET, or will credit the Clearing Member's TARGET2 Accounts (or the relevant cash accounts of such Clearing Member's TARGET2 Payment Agent) on the next day if the funds are received after 16:00 CET.

3.13 ELIGIBLE COLLATERAL TRANSFERRED TO LCH SA'S PLEDGED ACCOUNTS AT EUROCLEAR BANK

A Clearing Member may provide Eligible Collateral by way of a collateral arrangement taking the form of a Pledge Agreement put in place in accordance with this Paragraph 3.13.

(a) Collateral arrangement in the form of a Pledge Agreement

The Pledge Agreement shall be implemented as follows:

- i) A Clearing Member wishing to post Eligible Collateral pursuant to the collateral arrangement will be required to enter into a Pledge Agreement with LCH SA which is governed by Belgian law (in particular the Belgian Royal Decree n° 62 of 10 November 1967 concerning the custody and clearing of fungible financial instruments (as coordinated in 2004) and the Law of 15 December 2004 on financial collateral implementing the Directive 2002/47/EC on financial collateral arrangements);
- ii) LCH SA and the Clearing Member will be required to enter into standard form documentation with Euroclear Bank, taking the form of the Single Pledgor Pledged Account Terms and Conditions ("**SPPA**") and the Terms and Conditions Governing Use of Euroclear;
- iii) Under the SPPA, Euroclear Bank agrees to act as pledge holder in accordance with the terms set out in the SPPA;
- iv) LCH SA and each Clearing Member willing to post Pledged Eligible Collateral under the Pledge Agreement will open the following separate special pledged accounts in Euroclear Bank's books:
 - (x) a pledged account which shall be used to register Pledged Eligible Collateral recorded in the House Collateral Account of such Clearing Member (the "**House Pledged Account**"), and
 - (y) in the case of a CCM, a pledged account which shall be used to register Pledged Eligible Collateral recorded in its CCM Client Collateral Account(s) (the "**Client Pledged Account**").

The House Pledged Account and the Client Pledged Account shall be together referred to as the "**Pledged Accounts**".

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

(b) Pledged Accounts

The Pledged Accounts shall be held in the name of LCH SA as pledgee. However, the title in the Pledged Eligible Collateral shall not be transferred to LCH SA (see Article 2 in fine and Article 13 of the Royal Decree 62 - the pledgee only acts as a “custodian” and does not become the owner of the securities (ownership stays with the pledgor (see in particular Article 2079 of the Belgian civil code)).

(c) Use of Pledged Eligible Collateral

Subject to Paragraphs 3.13(d) and 3.13(e), LCH SA shall be prevented from using for any purpose, re-hypothecating or transferring Pledged Eligible Collateral which is pledged to LCH SA pursuant to the collateral arrangement described in this Paragraph 3.13.

(d) Perfection and enforceability

Provided that LCH SA provides Euroclear Bank with a copy of the Default Notice issued by LCH SA in accordance with Article 4.3.1.3 of the CDS Clearing Rule Book, LCH SA shall be able to perfect and enforce the pledge on Pledged Eligible Collateral (meaning that it shall be entitled to apply the Pledged Eligible Collateral transferred by the Defaulting Clearing Member as envisaged by Article 4.3.3.1 of the CDS Clearing Rule Book), against the Defaulting Clearing Member, any other creditors of the Defaulting Clearing Member and/or the trustee in bankruptcy, without having to notify, or secure any further consent from the Defaulting Clearing Member or any other person, and without having to obtain any court approval (see article 8 of the Law of 15 December 2004).

In the event that LCH SA elects to enforce the pledge by appropriating the Client Pledged Eligible Collateral in accordance with the Article 4.3.2.6 of the CDS Clearing Rule Book, the Eligible Securities so appropriated shall be credited to the LCH Client Securities Account.

(e) Transfer of Client Cleared Transactions and related Client Assets in respect of a CCM

Provided that:

- i) LCH SA provides Euroclear Bank with a copy of the Client Full Transfer Form transmitted by the Receiving Clearing Member to LCH SA, in accordance with Section 5 of the Procedures; and
- ii) the deadline for the Carrying Clearing Member to reject the transfer of Client Cleared Transactions and Client Assets, by submission of the Carrying Clearing Member Response Form in accordance with Section 5 of the Procedures, has expired,

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

LCH SA shall be able to instruct Euroclear Bank to transfer the relevant Client Pledged Eligible Collateral from the Carrying Clearing Member's Client Pledged Account to the Receiving Clearing Member's Client Pledged Account in accordance with the conditions and timeline set out in Section 5 of the Procedures.

3.14 US T-BILLS TRANSFERRED TO LCH SA'S DEPOSITORY ACCOUNT AT BNYM US

An FCM Clearing Member may provide US T-Bills by way of security interest governed by laws of the State of New York in accordance with this Paragraph 3.14 and the FCM CDS Clearing Regulations.

(a) Segregated depository account opened with BNYM US

To permit an FCM Clearing Member to transfer US T-Bills on behalf of its FCM Clients, LCH SA has opened a segregated depository account in BNYM US' books which shall be used to register US T-Bills in connection with FCM Cleared Transactions cleared for its FCM Clients (the "**LCH Client Depository Account**").

The LCH Client Depository Account forms part of the LCH Cleared Swaps Client Segregated Depository Account for purposes of the FCM CDS Clearing Regulations.

(b) Transfer of FCM Client Cleared Transactions and related Account Assets

Provided that LCH SA provides BNYM US with a copy of the Client Full Transfer Form transmitted by the Receiving Clearing Member to LCH SA in accordance with Section 5 of the Procedures, LCH SA shall be able to transfer the relevant Eligible Collateral from the Carrying Clearing Member's LCH Client Depository Account to the Receiving Clearing Member's LCH Client Depository Account in accordance with the conditions and timeline set out in Section 5 of the Procedures.

3.15 ELIGIBLE COLLATERAL TRANSFER PURSUANT TO THE PLEDGE AGREEMENT

(a) Transfer of Pledged Eligible Collateral

On Day

If:

(i) a Clearing Member wishes to transfer additional Pledged Eligible Collateral to be recorded in its House Collateral Account and, in the case of a CCM, in any of its CCM Client Collateral Accounts; or

(ii) a Clearing Member wishes to transfer Pledged Eligible Collateral to be recorded in any of its Collateral Accounts for the purpose of substituting such Pledged Eligible Collateral for any Collateral recorded in its Collateral Accounts,

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

it shall notify LCH SA of its request to transfer Pledged Eligible Collateral to the relevant Pledged Account by submitting the relevant form by any means as specified in a Clearing Notice. The process that a Clearing Member and LCH SA must follow to process the return of substituted Collateral to the Clearing Member is set out in paragraph 3.7(g) (for Euro denominated Cash Collateral), 3.8(h) (for non-Euro denominated Cash Collateral), 3.8(i) (for USD denominated Cash Collateral), 3.10(c) (for Eligible Collateral transferred with full title) or 3.17(b) (for US T-Bills), as applicable.

In respect of a CCM only, if such CCM notifies to LCH SA that Pledged Eligible Collateral will be transferred to the Client Pledged Account but the CCM does not specify to which CCM Client Collateral Account(s) some or all such Pledged Eligible Collateral should be recorded, LCH SA will not accept the request to transfer such Pledged Eligible Collateral.

The Clearing Member must notify LCH SA as set out above by no later than 17:15 CET on a Business Day ("Day minus one") in order for the Clearing Member's request to be processed on the next following Business Day ("Day") and to enable the transfer to occur on Day. It is the Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the Clearing Member should confirm the request by 17:15 CET by a phone call to LCH SA's collateral management team on + 33 1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

On Day

A Clearing Member must submit instructions (Franco or Sell Free of payment) via Euroclear Bank and LCH SA must submit instructions (Buy free of payment) if Clearing Member uses Sell free of payment, for matching through Euroclear Bank.

If LCH SA receives the confirmation of settlement from Euroclear Bank:

- i) before 10:30 CET on Day, the Pledged Eligible Collateral will form part of the relevant Margin Balance and be taken into account for the purposes of the First Intraday Call on Day;
- ii) at or after 10:30 CET and prior to 11:45 CET on Day, the Pledged Eligible Collateral will form part of the relevant Margin Balance and be taken into account for the purposes of calculations in relation to a Collateral substitution request which is to be effected using the Additional Specific Collateral Slot;
- iii) before at or after 11:45 CET and prior to 14:30 CET on Day, the Pledged Eligible Collateral will form part of the relevant Margin Balance and be taken into account for the purposes of the Second Intraday Call on Day;

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

- iv) at or after 14:30 CET but prior to 17:15 CET on Day, the Pledged Eligible Collateral will form part of the relevant Margin Balance and be taken into account solely for the purposes of novating Intraday Transactions;
 - v) if LCH SA receives the confirmation of settlement from Euroclear Bank at or after 17:15 CET on Day, the Pledged Eligible Collateral will form part of the relevant Margin Balance and be taken into account for the purposes of the Morning Call on the next following Business Day.
- (b) Release of Pledged Eligible Collateral

On Day minus one

A Clearing Member must notify LCH SA of a request to have Pledged Eligible Collateral released by submitting the relevant form by any means as specified in a Clearing Notice.

The Clearing Member must notify LCH SA by no later than 16:00 CET on a Business Day (“Day minus one”) in order for the Clearing Member’s request to be processed on the next following Business Day (“Day”) and to allow LCH SA to give instructions (in the circumstances described below) to make the transfer to occur on Day. It is the Clearing Member’s responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the Clearing Member should confirm the request by 16:00 CET by a phone call to LCH SA’s collateral management team on +33 1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA. Any request received by LCH pursuant to this process shall be deemed firm and irrevocable

On Day

Following the first intraday TARGET2 payment window (11:25-11:50 CET) and, in any event, by 12:00 CET latest, LCH SA will re-calculate the value of the Pledged Eligible Collateral to be released (the “**Pledged Eligible Collateral Value**”) and if:

- 1- LCH SA holds Collateral (other than that which is to be released) to cover the Margin Requirement for the relevant Margin Account, LCH SA will process the release of the Pledged Eligible Collateral on request of the Clearing Member in accordance with the remaining provisions of this Paragraph 3.15(b); or
- 2- LCH SA does not hold sufficient Collateral (other than that which is to be released) to cover the Margin Requirement for the relevant Margin Account, LCH SA will notify the Clearing Member by 12:20 CET and debit an amount of Euro denominated Cash Collateral equal to the Pledged Eligible Collateral Value from the relevant TARGET2 Account(s) of the Clearing Member (or the relevant cash account(s) of its TARGET2 Payment Agent) during the Additional Specific Collateral Slot. Provided

EXHIBIT 5.3

an amount of Euro-denominated Cash Collateral equal to the Pledged Eligible Collateral Value is received by LCH SA, LCH SA will process the return of the Pledged Eligible Collateral to the Clearing Member in accordance with the remaining provisions of this Paragraph 3.15(b).

In the event that LCH SA is required to, but has not been able to, debit an amount of Euro-denominated Cash Collateral equal to the Pledged Eligible Collateral Value from the Clearing Member's TARGET2 Accounts or the relevant cash accounts of its TARGET2 Payment Agent), the Clearing Member's request to have Pledged Eligible Collateral released to it will be deemed void and LCH SA shall not release Pledged Eligible Collateral to the Clearing Member. LCH SA's inability to debit Euro-denominated Cash Collateral equal to the Pledged Eligible Collateral Value intra-day through TARGET2 shall not constitute a Payment Failure in respect of the Clearing Member.

Save in the circumstances described above, LCH SA will send instructions (Sell Free of Payment) submitted via Euroclear Bank and the Clearing Member shall submit instructions (Buy Free of Payment), for matching through Euroclear Bank between 13:00 and 15:00.

LCH SA's instructions via Euroclear Bank shall constitute the release of the relevant Pledged Eligible Collateral.

Such instructions will, in any event, be sent on the same Business Day in advance of the relevant International Central Securities Depository cut-off time (except in exceptional circumstances, as judged in an objective and commercially reasonable manner).

By exception to the time limits for notification as set out in paragraphs 3.15 (a) and (b), in case of atypical market conditions (*i.e.* periods of time with reduced activity and lowered liquidity), including but not limited to the end of the year period (*i.e.* the period starting from 22 December of each year to 2 January of the following year) LCH SA may inform by any means the Clearing Members that notifications of movement (transfer or release) of Eligible Pledged Collateral, for value on Day, must be received by LCH SA on Day minus five before 16.00 CET. Such information will contain the implementation measure of the extension of the notification period.

3.16 TRANSFER OF CLIENT PLEDGED ELIGIBLE COLLATERAL FOLLOWING AN EVENT OF DEFAULT

In the event that a Defaulting Clearing Member or a Backup Clearing Member is a CCM, any transfer of Client Pledged Eligible Collateral shall be undertaken in accordance with this Paragraph 3.16 and the CDS Clearing Documentation.

EXHIBIT 5.3

(a) Transfer of Client Pledged Eligible Collateral to LCH SA

In order to transfer Client Pledged Eligible Collateral to LCH SA, in order to satisfy a request made in accordance with Article 4.3.2.1(i) of the CDS Clearing Rule Book, the Defaulting Clearing Member must provide LCH SA with its consent to the debit of Client Pledged Eligible Collateral from its Client Pledged Account by Euroclear, pursuant to an instruction of LCH SA, and credit of the Client Pledged Eligible Collateral to be credited to the LCH Client Securities Account. The Defaulting Clearing Member must evidence its consent by submitting the relevant form by any means as specified in a Clearing Notice.

Following the receipt of the consent of the Defaulting Clearing Member, LCH SA will submit instructions via Euroclear Bank. When LCH SA receives the confirmation of settlement from Euroclear Bank or Euroclear France, as applicable, LCH SA shall update the relevant CCM Client Collateral Account(s) of the Defaulting Clearing Member to reflect that such Eligible Collateral has been transferred with full title to LCH SA.

Provided the Defaulting Clearing Member has sent its consent in accordance with this Paragraph 3.16(a), within the timeframe specified by LCH SA pursuant to Article 4.3.2.1(i), the Defaulting Clearing Member shall be treated as having satisfied its obligation to transfer ownership in the Client Pledged Eligible Collateral to LCH SA as required by the CDS Admission Agreement. If, however, the Defaulting Clearing Member has not sent its consent within the timeframe specified by LCH SA pursuant to Article 4.3.2.1(i), LCH SA shall be entitled to enforce the security interest granted to it under, and in accordance with, the Pledge Agreement and, in accordance with the CDS Clearing Rule Book by appropriation of the Defaulting Clearing Member's Client Pledged Eligible Collateral.

(b) Transfer of Eligible Collateral to the Backup Clearing Member

On the day prior to the registration of the Relevant Client Cleared Transactions and the Ported Collateral in the CCM Client Account Structure of the Backup Clearing Member, in accordance with the CDS Client Clearing DMP, LCH SA will update its books and records so that the Eligible Collateral recorded in the LCH Client Securities Account is recorded as Eligible Collateral which has been transferred with full title by the Backup Clearing Member to be recorded in the relevant CCM Client Collateral Account(s) of the Backup Clearing Member.

Once the books and records update has been processed, the relevant Eligible Collateral will form part of the CCM Margin Balance for the relevant CCM Client Margin Account of the Backup Clearing Member to be taken into account for the purposes of the Morning Call on the next following Business Day. If the Backup Clearing Member wishes that such Eligible Collateral be transferred to its relevant Client Pledged Account, it shall follow the process to substitute the Eligible Collateral for Pledged Eligible Collateral as set out in Paragraph 3.10(c) and 3.15(a) of this Section 3.

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

3.17 TRANSFER OF US T-BILLS ON BEHALF OF FCM CLIENTS

- (a) Transfer of Eligible Collateral consisting of US T-Bills on behalf of FCM Clients

On Day

If an FCM Clearing Member wishes to transfer Eligible Collateral consisting of US T-Bills to be recorded in its FCM Client Collateral Account for the purpose of substituting such Eligible Collateral for any Collateral recorded in its FCM Client Collateral Account, it shall notify LCH SA of its request to transfer such Eligible Collateral to the LCH Client Depository Account by submitting the relevant form by any means as specified in a Clearing Notice. The process that an FCM Clearing Member and LCH SA must follow to process the return of substituted Collateral to the FCM Clearing Member is set out in paragraph 3.7(g) (for Euro denominated Cash Collateral), 3.8(h) (for non-Euro denominated Cash Collateral) or 3.8(i) (for USD denominated Cash Collateral), as applicable.

The FCM Clearing Member must notify LCH SA as set out above by no later than 17:15 CET on Day in order for the FCM Clearing Member's request to be processed before 18:00 CET on the same Day. It is the FCM Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the FCM Clearing Member should confirm the request by 17:15 CET by a phone call to LCH SA's collateral management team on + 33 1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA.

On Day

An FCM Clearing Member must submit instructions (Franco or Sell Free of payment) via BNYM US and LCH SA must submit instructions (Buy free of payment) if an FCM Clearing Member uses Sell free of payment, for matching through BNYM US.

If LCH SA receives the confirmation of settlement from BNYM US before 18:00 CET on Day, US T-Bills will be taken into account in the relevant Margin Balance.

- (b) Release of Eligible Collateral consisting of US T-Bills on behalf of FCM Clients

On Day

An FCM Clearing Member must notify LCH SA of a request to have US T-Bills released by submitting the relevant form by any means as specified in a Clearing Notice.

The FCM Clearing Member must notify LCH SA as set out above by no later than 17:00 CET on a Business Day ("Day") in order for the FCM Clearing Member's request to be processed and to allow LCH SA to give instructions (in the circumstances described below) to make the transfer to occur on the Business Day ("Day") before 18:00 CET. It is the FCM Clearing Member's responsibility to ensure the due receipt by LCH SA of the relevant notification. Accordingly, the FCM Clearing Member should

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

confirm the request by 17:00 CET by a phone call to LCH SA's collateral management team on +33 1 70 37 66 86/66 37/65 35, although a failure to do so shall not invalidate any request actually received by LCH SA. Any request received by LCH pursuant to this process shall be deemed firm and irrevocable.

On Day

By 17:00 CET at the latest, LCH SA will re-calculate the value of US T-Bills to be released (the "**Eligible Collateral Value**") and if:

- 1- LCH SA holds Collateral (other than that which is to be released) to cover the FCM Client Margin Requirement for the relevant FCM Client Margin Account, LCH SA will process the release of the Eligible Collateral consisting of US T-Bills on request of the FCM Clearing Member; or
- 2- LCH SA does not hold sufficient Collateral (other than that which is to be released) to cover the FCM Client Margin Requirement for the relevant FCM Client Margin Account, LCH SA will reject the FCM Clearing Member's request.

LCH SA will send instructions (Sell Free of Payment) submitted via BNYM US and the FCM Clearing Member shall submit instructions (Buy Free of Payment), for matching through BNYM US between 17:00 and 18:00.

LCH SA's instructions via BNYM US shall constitute the release of the relevant US T-Bills.

Such instructions will, in any event, be made on the same Business Day ("Day") at 18:00 CET, i.e. in advance of the BNYM US's cut-off time (except in exceptional circumstances, as determined by LCH SA in an objective and commercially reasonable manner).

By exception to the time limits for notification as set out in paragraphs 3.17 (a) and (b), in case of atypical market conditions (*i.e.* periods of time with reduced activity and lowered liquidity), including but not limited to the end of the year period (*i.e.* the period starting from 22 December of each year to 2 January of the following year) LCH SA may inform by any means the FCM Clearing Members that notifications of movement (transfer or release) of US T-Bills, for value on Day, must be received by LCH SA on Day minus five before 18.00 CET. Such information will contain the implementation measure of the extension of the notification period.

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

3.18 CASH PAYMENTS

(a) Currencies for Cash Payments

A Clearing Member is required to satisfy the following Cash Payment obligations in accordance with the following table:

| Cash Payment Type | Cash Payment |
|--|--|
| CDS or Index Swaption -related payments (Initial Payment Amount, Fixed Amounts or as the case may be, Premium , cash amounts due upon the occurrence of Credit Events and cash amounts due in connection with an MTM change) | Cash in CDS Contractual Currency |
| Variation Margin, Price Alignment Interest | Cash in CDS Contractual Currency |
| Clearing House Adjustments | Cash in an Eligible Currency |
| Fees | Cash in Euro |
| Remuneration | Cash in the currency of the relevant Cash Collateral deposit |

By exception to the above table, LCH SA shall be entitled to require from a Clearing Member that it performs its Cash Payments obligations in a currency other than the CDS Contractual Currency of the relevant Cleared Transaction(s), in the conditions and manner as set out in Paragraph 3.18 (d) below.

(b) Cash Payments in Euro

With respect to a Clearing Member's Cleared Transactions with a CDS Contractual Currency in Euro, the relevant Clearing Member is required to satisfy the associated Cash Payment obligations through TARGET2. Where a Clearing Member is required to make a Cash Payment in Euro, its relevant TARGET2 Account(s) (or the relevant cash account(s) of its TARGET2 Payment Agent) will be automatically debited by LCH SA using its Power of Attorney.

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

Where a Clearing Member is due to receive a Cash Payment in Euro, its relevant TARGET2 Account(s) (or the relevant cash account(s) of its TARGET2 Payment Agent) will be automatically credited by LCH SA using its Power of Attorney.

(c) Cash Payments in USD

With respect to a Clearing Member's Cleared Transactions with a CDS Contractual Currency in USD, LCH SA will require such Clearing Member to satisfy the associated Cash Payment obligations in USD. For the purpose of making or receiving Cash Payments in USD, LCH SA will use the following accounts opened in its name in the books of BNYM US:

- (i) a cash account used to debit or credit USD to satisfy Cash Payments obligations in USD with respect to all relevant House Cleared Transactions of each Clearing Member (the "**LCH House BNYM Account**");
- (ii) with respect to Clients of a Clearing Member:
 - (x) a cash account used to debit or credit USD to satisfy Cash Payments obligations in USD with respect to all relevant Client Cleared Transactions of each CCM (the "**LCH CCM Client BNYM Account**"); or
 - (y) a cash account used to debit or credit USD to satisfy Cash Payments obligations in USD with respect to all relevant Client Cleared Transactions of each FCM Clearing Member (the "**LCH FCM Client BNYM Account**"),

together referred to as the "**LCH Client BNYM Accounts**" and individually as a "**LCH Client BNYM Account**".

The LCH House BNYM Account and the LCH Client BNYM Accounts shall be together referred to as the "**LCH BNYM Accounts**".

For the purpose of satisfying its Cash Payments obligations in USD, a Clearing Member shall open, or use a Payment Agent having, one or more cash account(s) in the books of BNYM US (the "**BNYM Accounts**").

A CCM has no obligation to hold two BNYM Accounts (or arrange its Payment Agent to hold two cash account(s)) for the purposes of satisfying its Cash Payments obligations in respect of (i) its House Cleared Transactions and (ii) its Client Cleared Transactions. It may either:

- (x) hold one BNYM Account (or one cash account of its Payment Agent), in which case such BNYM Account will be used for the debits and credits made out of both the LCH House BNYM Account and the LCH Client BNYM Account; or

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

- (y) hold two BNYM Accounts (or two cash accounts of its Payment Agent), in which case one BNYM Account will be used for the debits and credits made out of the LCH House BNYM Account and the other will be used for the debits and credits made out of the LCH Client BNYM Account.

An FCM Clearing Member has an obligation to hold two BNYM Accounts (or arrange its Payment Agent to hold two cash account(s)) for the purposes of satisfying its Cash Payments obligations in respect of (i) its House Cleared Transactions and (ii) its Client Cleared Transactions. Therefore, an FCM Clearing Member will hold two BNYM Accounts (or two cash accounts of its Payment Agent), in which case one BNYM Account will be used for the debits and credits made out of the LCH House BNYM Account and the other will be used for the debits and credits made out of the LCH FCM Client BNYM Account.

If a Clearing Member wishes to add a new BNYM Account or replace an existing BNYM Account with another, it may do so by providing LCH SA with the details of the relevant BNYM Account with at least 15 days' prior notice (unless otherwise agreed by LCH SA).

Where a Clearing Member is required to make a Cash Payment in USD, its relevant BNYM Account(s) (or the relevant cash account(s) of its Payment Agent) will be automatically debited by LCH SA using its Power of Attorney.

Where a Clearing Member is due to receive a Cash Payment in USD, its relevant BNYM Account(s) (or the relevant cash account(s) of its BNYM Payment Agent) will be automatically credited by LCH SA using its Power of Attorney.

(d) Timing for Cash Payments

Debiting or crediting the TARGET2 Account(s) or BNYM Account(s) will occur on each Cash Payment Day, at the times of the Initial Slot and Post-Initial Slot set out in Paragraph 3.7(c) above with the exception that crediting any BNYM Account(s) of a Clearing Member will occur by no later than 16:30 CET on that Cash Payment Day.

In the event that:

- (i) any BNYM Account(s) of a Clearing Member cannot be debited within the time slots set out above in this Paragraph 3.18 (d); and
- (ii) such Clearing Member has not made its Cash Payments in USD during the Initial Slot by 10:00 CET,

such Clearing Member shall be required to satisfy such Cash Payments obligations in Euro through TARGET2 at the time of the First Intraday Slot as set out in Paragraph 3.7 (c) above except that, when such debiting related to Cash Payments made by an FCM Clearing Member in respect of Client Variation Margin

EXHIBIT 5.3

CDS Clearing Procedures

Collateral and Cash Payment

Requirements, it will occur between 11:30-12:00 CET. LCH SA shall convert the USD amount in respect of such Cash Payment obligation into a Euro amount at the FX rate dealt by LCH SA on the market and shall notify the relevant Clearing Member of such Euro amount in accordance with, subject to and at the times set out in Section 5 of the Procedures. The relevant Clearing Member will be liable for costs incurred by LCH SA in connection with the conversion of those Cash Payments initially due in USD into Euro, that will be debited from the relevant TARGET2 Account(s) of that Clearing Member (or the relevant cash account(s) of its TARGET2 Payment Agent).

Once the relevant cash amount is debited by LCH SA, it will satisfy the Clearing Member's Cash Payment obligations.

EXHIBIT 5.3



CDSClear

LCH SA CDS Clearing Procedures

**Section 4 - Eligibility Requirements,
~~Eligible Index Versions and
Eligible Reference Entities~~**

~~10 January 2017~~



EXHIBIT 5.3

CONTENTS

SECTION 4 – ELIGIBILITY REQUIREMENTS, ~~ELIGIBLE INDEX VERSIONS~~
~~AND ELIGIBLE REFERENCE ENTITIES~~

4.1 ~~ELIGIBILITY REQUIREMENTS~~ 659

4.2 ~~ELIGIBLE INDEX VERSIONS~~ 4.1
~~ELIGIBILITY REQUIREMENTS~~ 659

4.3~~2~~ ~~ELIGIBLE REFERENCE ENTITIES~~~~4~~~~INDEX~~ ~~VERSIONS~~
663

4.3 ~~ELIGIBLE REFERENCE ENTITIES~~ 4

4.4 ~~ELIGIBLE INDEX SWAPTIONS~~ 4

EXHIBIT 5.3

Eligible Index Versions and Eligible Reference Entities

Capitalised terms used in this Eligibility Requirements, Eligible Index Versions and Eligible Reference Entities Procedure and not otherwise defined herein shall have the meaning given pursuant to the remainder of the CDS Clearing Documentation ~~or~~, the ISDA Credit Derivatives Definitions or the 2006 Definitions, as such terms are defined in the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

4.1 ELIGIBILITY REQUIREMENTS

- (a) LCH SA provides CDS Clearing Services in relation to Original Transactions which comply with the requirements set out in paragraph 4.1(c) below (the "**Eligibility Requirements**").
- (b) Following receipt from DTCC of the Gold Records File on a Weekly Backloading Start Day, LCH SA will extract the Original Transaction Data in relation to the relevant Backloading Transaction. Such Backloading Transaction will then be subject to the Eligibility Controls pursuant to Article 3.1.1.3 of the CDS Clearing Rule Book.
- (c) The following criteria shall constitute the Eligibility Requirements of an Original Transaction for the purposes of Section 3.1.1 (*Weekly Backloading Cycle*), Section 3.1.2 (*Daily Backloading Cycle*) and Section 3.1.4 (*Intraday Process*) of the CDS Clearing Rule Book:
 - (i) the relevant Clearing Member is not: (I) a Clearing Member that has been suspended in accordance with Section 2.4.1 (*Suspension*) of the CDS Clearing Rule Book; (II) a Defaulting Clearing Member; (III) a Clearing Member in respect of which a Payment Failure has occurred and is continuing; ~~or~~ (IV) a Clearing Member that is no longer permitted to introduce risk to LCH SA in accordance with Section 2.2.4 of the CDS Clearing Rule Book; or (V) in respect of an Original Transaction that is an Index Swaption Intraday Transaction, a Clearing Member that is not registered for the Index Swaption Clearing Service;
 - (ii) LCH SA is permitted, pursuant to Applicable Law, to clear such Original Transaction for the relevant Clearing Member's own account (or for that of its Client or Affiliate, as applicable);
 - (iii) the Original Transaction is:
 - (A) subject to paragraphs 4.1(c)(iv)-(v) and paragraph 4.2 below, a CDS referencing an Index Version (as such term is defined in paragraph 4.2(a) below) provided that the following requirements, as set out in the Eligible Index Versions List (as such ~~terms are~~term is defined in paragraph 4.2(d) below) are met:
 - (1) the Index Version is an Eligible Index Version (as such ~~terms are~~term is defined in paragraph 4.2(b) below);

EXHIBIT 5.3

Eligible Index Versions and Eligible Reference Entities

- (2) the term is an Eligible Term (as such term is defined in paragraph 4.2(c) below); and
 - (3) the currency of the Original Notional Amount is eligible for clearing; or
- (B) subject to paragraphs 4.1(c)(iv)-(v) and paragraph 4.3 below, a CDS referencing a single Reference Entity (a “**Single Name CDS**”), provided that the following requirements are met:
- (1) the Reference Entity is an Eligible Reference Entity (as such term is defined in paragraph 4.3(a) below) in respect of the relevant ISDA Credit Derivatives Definitions;
 - (2) the Reference Obligation is an Eligible Reference Obligation (as such term is defined in paragraph 4.3(b)(ii) below) for such Reference Entity in respect of the relevant ISDA Credit Derivatives Definitions;
 - (3) in respect of an Original Transaction which incorporates the Credit Derivatives Physical Settlement Matrix: the Transaction Type is an Eligible Transaction Type (as such term is paragraph 4.3(b)(iv) below);
 - (4) in respect of an Original Transaction which does not incorporate the Credit Derivatives Physical Settlement Matrix: such Original Transaction is documented by a master confirmation which sets out terms which are substantially similar to those provided for in the Credit Derivatives Physical Settlement Matrix in respect of an Eligible Transaction Type;
 - (5) in respect of an Eligible Transaction Type which is “Standard North American Corporate” (as such term is defined in the Physical Settlement Matrix), “Restructuring” is not specified as “Applicable”;
 - (6) the currency of the Floating Rate Payer Calculation Amount is eligible for clearing;
 - (7) the Fixed Rate is an Eligible Fixed Rate for such Reference Entity (as such term is defined in paragraph 4.3(b)(i) below);
 - (8) the Fixed Rate Payer Payment Dates are 20 March, 20 June, 20 September and 20 December (each such date, a “**Standard Payment Date**”);
 - (9) the Scheduled Termination Date is an Eligible Scheduled Termination Date (as such term is defined in paragraph 4.3(b)(vii) below); ~~and~~

EXHIBIT 5.3

Eligible Index Versions and Eligible Reference Entities

~~(10)~~ no valid Credit Event Notice in relation to an M(M)R Restructuring Credit Event in respect of the Reference Entity has been delivered; and

~~(10)~~(11) the Reference Entity is neither the relevant Clearing Member, an Affiliate of the relevant Clearing Member nor, where the relevant Clearing Member has also entered into a Client Transaction corresponding to such Original Transaction, the relevant Client or an Affiliate of the Client.

The requirements mentioned in sub-paragraphs (1), (2), (6) and (8) are set out in the Eligible Reference Entities List (as such term is defined in paragraph 4.3(c) below); ~~or~~

(C) subject to paragraph 4.4 below, an Index Swaption Intraday Transaction provided that the following requirements, as set out in the Eligible Index Swaptions List (as such term is defined in paragraph 4.4 (c) below), are met:

(1) the Expiration Date is an Eligible Expiration Date (as such terms are defined in paragraph 4.4(b) below);

(2) the Index Version of the Underlying Index Transaction is an Eligible Underlying Index Transaction Version (as such term is defined in paragraph 4.4 (b) below);

(3) with respect to each Eligible Underlying Index Transaction Version:

(x) the term is an Eligible Term (as such term is defined in paragraph 4.4(b) below);

(y) the currency of the Original Notional Amount is eligible for clearing; and

(z) no valid Credit Event Notice in relation to an M(M)R Restructuring Credit Event in respect of a Reference Entity referenced by that Underlying Index Transaction has been delivered.

For the avoidance of doubt, the requirements set out in this sub-paragraph 4.1(c)(iii) are checked solely on the basis of the Original Transaction Data received from an Approved Trade Source System or DTCC, as applicable. LCH SA is not aware of, and does not check, the actual terms of the confirmation of the Original Transactions;

(iv) in respect of an FCM Client, a U.S. CCM Client of a Non-U.S. CCM or a CCM Client of a U.S. CCM, the Original Transaction may not be a Single Name CDS or any other SBS identified as such in a Clearing Notice;

EXHIBIT 5.3

Eligible Index Versions and Eligible Reference Entities

(v) in respect of a Non-U.S. CCM Client, the Original Transaction may not be a Single Name CDS or any other SBS identified as such in a Clearing Notice unless such transaction is cleared through a Non-U.S. CCM;

(vi) in respect of:

(A) an Original Transaction that is a CDS, that Original Transaction references an Eligible Index Version or an Eligible Reference Entity;
or

(B) an Original Transaction that is an Index Swaption, that Original Transaction is an Eligible Index Swaption

which has a First Novation Date that has occurred on or prior to the Clearing Day on which the Original Transaction is received by LCH SA and a Novation Cut-off Date that has not occurred on or prior to such Clearing Day;

~~(vi)~~(vii) in respect of an Intraday Transaction, the trade reference for:

(A) each of the protection buyer and protection seller, in respect of such Original Transaction an Intraday Transaction that is a CDS Intraday Transaction; or

(B) each of the Swaption Buyer and Swaption Seller, in respect of an Intraday Transaction that is a Index Swaption Intraday Transaction,

to be used when booking the trade in DTCC has been included together with the Transaction Data;

~~(vii)~~(viii) in respect of a Daily Backloading Transaction, the Daily Backloading Novation Day does not fall on the day preceding a Standard Payment Date; and

~~(viii)~~(ix) the clearing of the Original Transaction by LCH SA will not result in a breach by a Clearing Member of its obligations under any Applicable Law.

For the purpose of the application of sub-paragraphs (iv) and (v) above, a CCM (and not LCH SA) shall be responsible for (i) determining whether each of its CCM Clients is a Non-U.S. CCM Client or a U.S. CCM Client, and (ii) informing the CDSClear Business Development & Relationship Management team of such determination when providing the Client Clearing Form (as such term is defined in Section 1 of the Procedures), or thereafter by email at cdsclearbusinessdevrm@lch.com if a change of status occurs in respect of a CCM Client. LCH SA shall not be held liable for any such determinations made by a CCM.

(d) The Eligibility Requirements shall be deemed satisfied if the relevant Original Transaction is not rejected, pursuant to the CDS Clearing Rule Book, prior to the Novation Time.

EXHIBIT 5.3

Eligible Index Versions and Eligible Reference Entities

- (e) If the Eligibility Requirements set out in paragraphs 4.1(c) above are deemed satisfied at the Novation Time in respect of an Original Transaction, pursuant to paragraph 4.1(d) above, then LCH SA shall, in accordance with Section 3.1.1 (*Weekly Backloading Cycle*), Section 3.1.2 (*Daily Backloading Cycle*) and Section 3.1.4 (*Intraday Process*) of the CDS Clearing Rule Book, as applicable, novate such Original Transaction in accordance with Section 3.1.6 (*Novation Process*) of the CDS Clearing Rule Book.
- (f) For the avoidance of doubt, Article 3.1.6.4 of the CDS Clearing Rule Book shall apply regardless of whether the Eligibility Requirements were in fact satisfied.

4.2 ELIGIBLE INDEX VERSIONS

- (a) “**Index Version**” is defined as a version of a CDS index series as issued by the Index Publisher.
- (b) LCH SA will, in consultation with the CDSClear Product Committee, identify the Index Versions which shall be considered as “**Eligible Index Versions**”.
- (c) With respect to each Eligible Index Version, LCH SA will, in consultation with the CDSClear Product Committee, determine, without limitation:
 - (i) each term which is eligible for clearing (an “**Eligible Term**”); and
 - (ii) the currency of the Original Notional Amount which is eligible for clearing.
- (d) The Eligible Index Versions identified in accordance with paragraph 4.2(ab) as well as the Eligible Terms shall be set out in a table published on the Website (the “**Eligible Index Versions List**”).
- (e) LCH SA may, in consultation with the CDSClear Product Committee, amend the Eligible Index Versions List and following such amendment will inform the Clearing Members of:
 - (i) in the case of an addition of an Eligible Index Version to such list, the relevant First Novation Date; or
 - (ii) in the case of a deletion of an Eligible Index Version from such list, the relevant Novation Cut-off Date.
- (f) Notwithstanding the above:
 - (i) a Novation Cut-off Date or a First Novation Date arising as a result of the occurrence of a Credit Event or a Succession Event shall be determined in accordance with the CDS Clearing Supplement; and
 - (ii) if and for so long as any Clearing Member has one or more Open Position(s) registered in any of its Margin Accounts, such Clearing Member may submit for clearing an Original Transaction which does not meet the Eligibility

EXHIBIT 5.3

Eligible Index Versions and Eligible Reference Entities

Requirements set out in paragraph 4.1(c)(vi) pursuant to the CDS Clearing Documentation if such Original Transaction is a risk reducing transaction (as determined by LCH SA) in respect of the relevant Margin Account and it is not unlawful or illegal for LCH SA to accept such Original Transaction for clearing.

4.3 ELIGIBLE REFERENCE ENTITIES

- (a) LCH SA will, in consultation with the CDSClear Product Committee, identify the Reference Entities which shall be considered as **“Eligible Reference Entities”** under each of the 2003 ISDA Credit Derivatives Definitions and the 2014 ISDA Credit Derivatives Definitions.
- (b) With respect to each Eligible Reference Entity under the 2003 ISDA Credit Derivatives Definitions and/or the 2014 ISDA Credit Derivatives Definitions, LCH SA will, in consultation with the CDSClear Product Committee, determine, without limitation, the following characteristics:
 - (i) each Fixed Rate that is eligible for clearing (an **“Eligible Fixed Rate”**);
 - (ii) each Reference Obligation that is eligible for clearing (an **“Eligible Reference Obligation”**);
 - (iii) the Reference Obligation under which the Cleared Transaction(s) on the Eligible Reference Entity will be registered (the **“CDSClear Preferred Reference Obligation”**) where no Standard Reference Obligation is published for this Eligible Reference Entity;
 - (iv) the Transaction Type that will be eligible for clearing with respect to each relevant Eligible Reference Entity (the **“Eligible Transaction Type”**);
 - (v) the currency(ies) of the Floating Rate Payer Calculation Amount that is, or are, eligible for clearing with respect to each relevant Eligible Reference Entity;
 - (vi) the date of publication of the Credit Derivatives Physical Settlement Matrix which the Cleared Transaction(s) on the Eligible Reference Entity will reference (the **“Relevant Physical Settlement Matrix”**); and
 - (vii) each Scheduled Termination Date that is eligible for clearing (the **“Eligible Scheduled Termination Date”**).
- (c) The Eligible Reference Entities identified in accordance with paragraph 4.3(a) above as well as the characteristics mentioned in paragraph 4.3(b) above shall be set out in a table published on the Website (the **“Eligible Reference Entities List”**).
- (d) LCH SA may, in consultation with the CDSClear Product Committee, amend the Eligible Reference Entities List by issuing a Clearing Notice. Any such Clearing Notice shall specify:

EXHIBIT 5.3Eligible Index Versions and Eligible Reference Entities

- (i) in the case of an addition of an Eligible Reference Entity to such list, the relevant First Novation Date;
 - (ii) in the case of a deletion of an Eligible Reference Entity from such list, the relevant Novation Cut-off Date; or
 - (iii) in the case of an amendment to the characteristics of any Eligible Reference Entity, the Clearing Day on which such amendment shall take effect in accordance with Article 1.2.2.8 of the CDS Clearing Rule Book.
- (e) Notwithstanding the above:
- (i) a Novation Cut-off Date or a First Novation Date arising as a result of the occurrence of a Credit Event, a Succession Event or a Rename Event shall be determined in accordance with the CDS Clearing Supplement; and
 - (ii) if and for so long as any Clearing Member has one or more Open Position(s) registered in any of its Margin Accounts, such Clearing Member may submit for clearing an Original Transaction which does not meet the Eligibility Requirements set out in paragraph 4.1(c)(iv) pursuant to the CDS Clearing Documentation if such Original Transaction is a risk reducing transaction (as determined by LCH SA) in respect of the relevant Margin Account and it is not unlawful or illegal for LCH SA to accept such Original Transaction for clearing.

4.4 ELIGIBLE INDEX SWAPTIONS

- (a) LCH SA will, in consultation with the CDSClear Product Committee, identify the Index Swaptions which shall be considered as “Eligible Index Swaptions”.
- (b) LCH SA will, in consultation with the CDSClear Product Committee, determine, without limitation, the following characteristics of an Eligible Index Swaption:
 - (i) each Expiration Date that is eligible for clearing (an “Eligible Expiration Date”);
 - (ii) each Index Version of the Underlying Index Transaction which is eligible for clearing (an “Eligible Underlying Index Transaction Version”) and with respect to each Eligible Underlying Index Transaction Version:
 - (A) each term which is eligible for clearing (an “Eligible Term”); and
 - (B) the currency of the Original Notional Amount which is eligible for clearing.

EXHIBIT 5.3

Eligible Index Versions and Eligible Reference Entities

- (c) The Eligible Index Swaptions identified in accordance with paragraph 4.4(a) as well as the characteristics mentioned in paragraph 4.4(b) above shall be set out in a table published on the Website (the “**Eligible Index Swaptions List**”).
- (d) LCH SA may, in consultation with the CDSClear Product Committee, amend the Eligible Index Swaptions List and following such amendment will inform the Clearing Members of:
- (i) in the case of an addition of an Eligible Index Swaption to such list, the relevant First Novation Date; or
 - (ii) in the case of a deletion of an Eligible Index Swaption from such list, the relevant Novation Cut-off Date.
- (e) Notwithstanding the above:
- (i) a Novation Cut-off Date or a First Novation Date arising as a result of the occurrence of an M(M)R Restructuring Credit Event shall be determined in accordance with the CDS Clearing Supplement; and
 - (ii) -if and for so long as any Clearing Member has one or more Open Position(s) registered in any of its Margin Accounts, such Clearing Member may submit for clearing an Original Transaction which does not meet the Eligibility Requirements set out in paragraph 4.1(c)(vi) pursuant to the CDS Clearing Documentation if such Original Transaction is a risk reducing transaction (as determined by LCH SA) in respect of the relevant Margin Account and it is not unlawful or illegal for LCH SA to accept such Original Transaction for clearing.

EXHIBIT 5.3

LCH The Markets'
Partner

CDSClear

LCH SA CDS Clearing Procedures

Section 5 - CDS Clearing Operations

~~1 August 2016~~



CONTENTSSECTION 5 - CDS CLEARING OPERATIONS

| | | |
|------|--|-----|
| 5.1 | THE CDS CLEARING SERVICE | 670 |
| 5.2 | BACKLOADING TRANSACTIONS..... | 670 |
| 5.3 | CLEARING OF CLIENT TRADE LEGS | 679 |
| 5.4 | CDS CLEARING MEMBER REPORTING | 681 |
| 5.5 | TRADE COMPRESSION | 681 |
| 5.6 | PRE-DEFAULT PORTABILITY | 685 |
| 5.7 | EARLY TERMINATION..... | 691 |
| 5.8 | UPDATING THE TRADE INFORMATION WAREHOUSE | 691 |
| 5.9 | REGISTRATION OF SINGLE NAME CLEARED TRANSACTIONS..... | 694 |
| 5.10 | DIFFERENCES IN RECORDS | 694 |
| 5.11 | REGISTRATION OF CLEARED TRANSACTIONS..... | 695 |
| 5.12 | HEDGING TRANSACTIONS | 695 |
| 5.13 | REVERSING OF TRADES | 695 |
| 5.14 | MAXIMUM NOTIONAL AMOUNT..... | 695 |
| 5.15 | RECOUPONING | 695 |
| 5.16 | REPORTS..... | 697 |
| 5.17 | REGULATORY REPORTING | 713 |
| 5.18 | END OF DAY PRICE CONTRIBUTION | 714 |
| | APPENDIX 1..... | 721 |
| | CLIENT – PARTIAL TRANSFER FORM..... | 721 |
| | APPENDIX 2 | 724 |
| | PART A: CCM INDIVIDUAL SEGREGATED ACCOUNT CLIENT – FULL TRANSFER FORM | 724 |
| | PART B: CCM OMNIBUS SEGREGATED ACCOUNT CLIENT – FULL TRANSFER FORM | 727 |
| | PART C : FCM CLIENT- FULL TRANSFER FORM..... | 731 |

APPENDIX 3.....734

PART A: CCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM
.....734

PART B : FCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM
.....738

Capitalised terms used in this CDS Clearing Operations Procedure and not otherwise defined herein shall have the meaning given pursuant to the remainder of the CDS Clearing Documentation, as such term is defined in the document entitled "CDS Clearing Rule Book" published by LCH SA, as amended from time to time.

5.1 THE CDS CLEARING SERVICE

(a) Membership of Industry Organisations or Systems

Pursuant to Article 2.2.6.1 of the CDS Clearing Rule Book, LCH SA designates:

- (i) the Approved Trade Source Systems identified in a Clearing Notice;
- (ii) ISDA; and
- (ii) TIW,

as the industry organisations of which all Clearing Members must be a member (provided that, with respect to Approved Trade Source System membership, a Clearing Member must be a member of at least one (but is not required to be a member of each identified Approved Trade Source System). LCH SA may, from time to time, and where it is reasonable for it to do so or is otherwise necessary for a Clearing Member to utilise the CDS Clearing Service, designate other industry organisations or systems, and will issue a Clearing Notice where this is the case.

(b) Business Days

A "Business Day" is defined in the CDS Clearing Rule Book. It is every day, except days on which TARGET2 is closed, irrespective of public holidays in France or elsewhere.

(c) Opening Hours

LCH SA is open from 08.00 CET until 19.30 CET on all Business Days. During the Opening Hours the operations team of LCH SA is available. The operations team handles all questions relating to trade management. The customer technical helpdesk is open from 07.00 CET until 22.00 CET for any problem concerning accessing files.

(d) Clearing Days

A "Clearing Day" is defined in the CDS Clearing Rule Book. It is a day on which the CDS Clearing System is open for business. For the avoidance of doubt, all Clearing Days will be Business Days, but not all Business Days will be Clearing Days.

5.2 BACKLOADING TRANSACTIONS

Unless otherwise provided herein, any email required to be sent to LCH SA under this paragraph 5.2 should be sent to the Operations Department at the following email address: cdsclear.ops@lch.com.

(a) Backloading Failure

Pursuant to Article 3.1.3.1 of the CDS Clearing Rule Book, if a Backloading Failure occurs in respect of one or more Clearing Member(s), the following will be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle:

(i) the trade leg of every Backloading Transaction which was due to give rise to the registration of a Cleared Transaction in the Trade Account(s) of the Failed Backloading Clearing Member(s);

(ii) the corresponding trade leg(s) for each Backloading Transaction mentioned in Paragraph 5.2(a) (i) above and which were due to give rise to the registration of Cleared Transaction(s) in any Trade Account(s) of any Clearing Member other than the Failed Backloading Clearing Member(s) (the "Counterparty Clearing Member(s)"); and

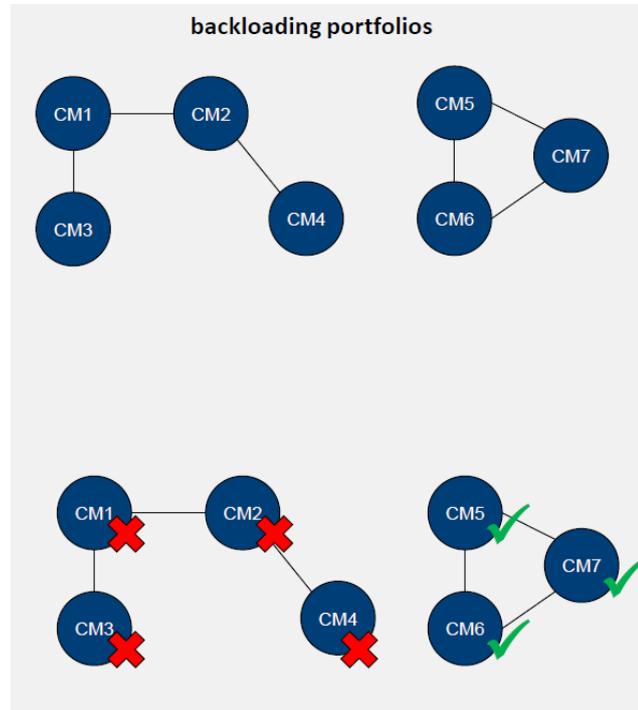
(iii) the following Backloading Transactions, which are "linked" to the Backloading Transactions referenced in Paragraph 5.2(a)(i) and (ii) above for the purposes of Article 3.1.3.1 of the CDS Clearing Rule Book, and comprise:

(a) the trade legs of any other Backloading Transactions due to give rise to the registration of a Cleared Transaction in any Trade Account of the Counterparty Clearing Member;

(b) the corresponding trade legs of each Backloading Transaction mentioned in Paragraph 5.3 (a)(iii)(a) above and which were due to give rise to the registration of Cleared Transaction(s) in any Trade Account(s) of any Clearing Members other than the Failed Backloading Clearing Member(s) and the Counterparty Clearing Member(s) (the "Indirect Counterparty Clearing Member(s)").

The provisions of Paragraph 5.3(a)(iii) shall apply *mutatis mutandis* to the Backloading Transactions to which the Indirect Counterparty Clearing Member(s) are party; accordingly, any Backloading Transaction which is "linked" to a Backloading Transaction entered into by an Indirect Counterparty Clearing Member will also be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle.

The following diagram illustrates the Backloading Transactions which will be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle.



In this diagram, Backloading Transactions entered into between seven Clearing Members have been considered:

- CM1 has entered into Backloading Transactions with CM2 and CM3;
- CM2 has entered into Backloading Transactions with CM1 and CM4;
- CM3 has entered into Backloading Transactions with CM1;
- CM4 has entered into Backloading Transactions with CM2; and
- CM5, CM6 and CM7 have entered into Backloading Transactions with each other.

Assuming CM1 is a Failed Backloading Clearing Member, the following Backloading Transactions will be removed from the relevant Weekly Backloading Cycle and/or Daily Backloading Cycle and shall become Rejected Transactions:

- Backloading Transactions entered into by CM1;
- Backloading Transactions entered into by CM2 and CM3, including any Backloading Transaction which has not been entered into with CM1; and
- Backloading Transactions entered into by CM4 (for the avoidance of doubt, which would also include any Backloading Transaction which was not entered into with CM2 but with other Clearing Members, should it be the case).

Only the Backloading Transactions entered into by CM5, CM6 and CM7 will be novated.

(b) Weekly Backloading Cycle

Pursuant to Section 3.1.1 of the CDS Clearing Rule Book, LCH SA operates a Weekly Backloading Cycle in accordance with the timetable set out below. For the avoidance of doubt, only CDS with two House Trade Legs can be submitted for clearing through the Weekly Backloading Cycle.

| PROCESSING SCHEDULE OF THE WEEKLY BACKLOADING CYCLE | | |
|--|--|---|
| No. | Time (all references below are to Continental European Time) | Action |
| Day 1 | Monday (the Weekly Backloading Start Day): By 02:00 | LCH SA receives the Gold Records File from DTCC. |
| | Monday: By:09:30 | On the basis of the Gold Records File, LCH SA prepares the Clearing Eligibility Report which it makes available to each Clearing Member via any reporting mechanism specified in a Clearing Notice. The Clearing Eligibility Report contains, in respect of each Clearing Member, the Weekly Backloading Transactions which have successfully passed the Eligibility Controls. |
| Day 2 | Tuesday: By 17:00 | Each Clearing Member shall upload on any means of access specified in a Clearing Notice an updated Clearing Eligibility Report containing only the Weekly Backloading Transactions that such Clearing Member wishes to submit for clearing to LCH SA (the " CM Clearing Eligibility Report "). A Clearing Member may provide an amended CM Clearing Eligibility Report which will replace the previous CM Clearing Eligibility Report upon receipt by LCH SA. If a Clearing Member does not return any CM Clearing Eligibility Report by 17:00, none of its Weekly Backloading Transactions will be included in the Weekly Backloading Cycle. |

| | | |
|-------|------------------------|--|
| Day 3 | Wednesday: By 08:00 | <p>LCH SA shall carry out the following actions:</p> <ul style="list-style-type: none"> (i) reconcile the CM Clearing Eligibility Reports received from all Clearing Members in order to determine the Weekly Backloading Transactions for which both relevant Clearing Members have designated for clearing in their respective CM Clearing Eligibility Reports. Such matching Weekly Backloading Transactions will constitute the Eligible Weekly Backloading Transactions, (ii) reconcile the Eligible Weekly Backloading Transactions with the latest Gold Records File to ensure that such Eligible Weekly Backloading Transactions have not been removed from the TIW, (iii) provide, on the basis of the results of the reconciliations set out in (i) and (ii) above, each Clearing Member with a DTCC Matching and Eligibility Report containing those of their Eligible Weekly Backloading Transactions which have not been removed from the TIW, and (iv) provide each Clearing Member with the Simulation Margin Requirements Result File which is (x) prepared on the basis of the End of Day Contributed Prices provided to LCH SA on Tuesday in accordance with paragraph 5.15 below and (y) contains an estimate of the House Margin Requirement that would be required if the Eligible Weekly Backloading Transactions contained in the DTCC Matching and Eligibility Report were registered as Cleared Transactions in the Clearing Member's House Account Structure at the time of such estimate. |
| Day 3 | Wednesday: By 11:00 | <p>An Eligible Weekly Backloading Transaction may be removed from the Weekly Backloading Cycle provided that (i) both relevant Clearing Members agree to such removal and (ii) each relevant Clearing Member sends an email to LCH SA which specifies the Transaction Data of the Eligible Weekly Backloading Transaction which should be removed from the Weekly Backloading Cycle.</p> |
| | Wednesday: By 11:00 | <p>If it appears that an error has been made by LCH SA in a DTCC Matching and Eligibility Report and the Eligible Weekly Backloading Transactions included in such report are not the same as the Weekly Backloading Transactions of the relevant Clearing Members (save where there is a discrepancy owing to particular Weekly Backloading Transactions having been removed from the TIW between 19:30 on Tuesday and the issuance of the DTCC Matching and Eligibility Report), the relevant Clearing Member shall notify this error by email to LCH SA.</p> |

| | | |
|-------|---|---|
| | Wednesday: By 12:00 | If LCH SA confirms that an error has been made in a DTCC Matching and Eligibility Report, the Weekly Backloading Cycle will be cancelled and LCH SA shall inform each Clearing Member of such cancellation by 12:00. |
| | Wednesday: By 12:00 | LCH SA will confirm to each Clearing Member whether the Weekly Backloading Cycle will proceed or not. Upon such confirmation, all Eligible Weekly Backloading Transactions (excluding any Weekly Backloading Transactions that have become Rejected Transactions) shall become Irrevocable Weekly Backloading Transactions. |
| Day 4 | Thursday: (the Weekly Backloading Novation Day) 02:00 – 04:00 | Irrevocable Weekly Backloading Transactions will be pre-registered in the House Account Structure of each relevant Clearing Member save: (i) Irrevocable Weekly Backloading Transactions which have been removed from the TIW, if any, and/or (ii) Irrevocable Weekly Backloading Transactions which no longer meet all the Eligibility Requirements, if any. Where an Irrevocable Weekly Backloading Transaction is not pre-registered in a Clearing Member's House Account Structure in accordance with this Section 5 of the Procedures, such Irrevocable Weekly Backloading Transaction shall become a Rejected Transaction. |
| | Thursday: (the Weekly Backloading Novation Day) As soon as technologically practicable after the Morning Call | Novation of the pre-registered Irrevocable Weekly Backloading Transactions which have not become Rejected Transactions will be undertaken by LCH SA. |

(c) Daily Backloading Cycle

Pursuant to Section 3.1.2 of the CDS Clearing Rule Book, LCH SA operates the Daily Backloading Cycle in accordance with the timetable set out below. For the avoidance of doubt, CDS having either House Trade Legs or Client Trade Legs can be submitted for clearing through the Daily Backloading Cycle.

| PROCESSING SCHEDULE OF THE DAILY BACKLOADING PROCESS | | |
|---|---|---|
| No. | Time (all references below are to Continental European Time) | Action |
| Day 1 | On any Business Day (D): During the Real Time Session | Upon receipt of Original Transaction Data relating to a Daily Backloading Transaction from an Approved Trade Source System, LCH SA will, in the following order, perform: (i) the Eligibility Controls, and (ii) in respect of Client Backloading Transactions only, the Client Transaction Checks (i.e. the process to ensure that each Nominated Clearing Member has consented to the registration of the relevant Client Trade Leg(s), in the relevant Client Trade Account(s)). |
| | D By 19:30 | (i) If a Daily Backloading Transaction does not satisfy the Eligibility Controls, or (ii) in respect of a Client Backloading Transactions only, if either Nominated Clearing Member rejects, or fails to respond to, a Consent Request (as defined in paragraph 5.3(a) below) by 19:30, the relevant Daily Backloading Transaction will become a Rejected Transaction and LCH SA will inform the relevant Approved Trade Source System and each relevant Clearing Member. |
| | D Until 19:30 | A Daily Backloading Transaction, which has successfully passed the Eligibility Controls and the Client Transaction Checks (if applicable), can be removed at any time prior to 19:30 from the Daily Backloading Cycle, provided that each of the relevant Clearing Members agrees to such removal and sends an email to LCH SA which specifies the Transaction |

| | | |
|-------|---|--|
| | | Data of the Daily Backloading Transaction which should be removed from the Daily Backloading Cycle. |
| | D By 19:30 | All Daily Backloading Transactions which: (i) have successfully passed the Eligibility Controls and Client Transaction Checks (if applicable), and (ii) have not been removed from the relevant Daily Backloading Cycle by 19:30 by the relevant Clearing Members, will become Irrevocable Daily Backloading Transactions. |
| Day 2 | D+1 (provided that it is a Clearing Day): 02:00 – 04:00 | Irrevocable Daily Backloading Transactions will be pre-registered in the relevant Client Account Structures of each Clearing Member save: (i) Irrevocable Daily Backloading Transactions which have been removed from the TIW (where LCH SA is able to ascertain such fact), if any, and/or (ii) Irrevocable Daily Backloading Transactions which no longer meet all the Eligibility Requirements, if any. It is anticipated that LCH SA will be able to ascertain the fact mentioned in (i) above only in respect of House Trade Legs because it is unlikely that Clients will authorise DTCC to provide LCH SA with the details of their entire CDS portfolio. Where an Irrevocable Daily Backloading Transaction is not pre-registered in a Clearing Member's Client Account Structure in accordance with this Section 5 of the Procedures, such Irrevocable Daily Backloading Transaction shall become a Rejected Transaction. |
| | D+1 (provided that it is a Clearing Day): As soon as technologically practicable after the Morning Call | Novation of the pre-registered Irrevocable Daily Backloading Transactions which have not become Rejected Transactions shall be undertaken by LCH SA. |

5.3 CLEARING OF CLIENT TRADE LEGS

- (a) The Client Transaction Checks

Upon successful completion of the Eligibility Controls of:

- (i) an Intraday Transaction comprising one or more Client Trade Leg(s), or
(ii) a Client Backloading Transaction,

LCH SA will request the consent (the “**Consent Request**”) of the Nominated Clearing Member(s) by carrying out the following process:

- (i) If such Intraday Transaction or Client Backloading Transaction has two Client Trade Legs and the relevant Clients do not have the same Nominated Clearing Member: LCH SA will send a Consent Request to each Nominated Clearing Member.
- (ii) If such Intraday Transaction or Client Backloading Transaction has two Client Trade Legs and the relevant Clients have the same Nominated Clearing Member, LCH SA will send two separate Consent Requests, in relation to the relevant Intraday Transaction or Client Backloading Transaction, to such Nominated Clearing Member.
- (iii) If such Intraday Transaction or Client Backloading Transaction has only one Client Trade Leg, LCH SA will send (x) a Consent Request to the Nominated Clearing Member and (y) an automated message to the Clearing Member holding the House Trade Leg confirming the submission for clearing to LCH SA of such Intraday Transaction or Client Backloading Transaction.

A Consent Request shall be processed in accordance with either paragraph 5.3(a) or paragraph 5.3(b).

- (b) Intraday Transactions and Client Backloading Transactions – Automatic Clearing Member take-up process

Each Clearing Member may, in respect of each of its Clients, configure the CDS Clearing System so that Intraday Transactions and/or Client Backloading Transactions:

- (i) which are entered into by any such Clients, and
(ii) in respect of which it is a Nominated Clearing Member,

are deemed to be automatically accepted for clearing upon the sending of the relevant Consent Request(s) to such Nominated Clearing Member (the “**Automatic Take-up Process**”). For the avoidance of doubt, such Nominated Clearing Member shall not be requested to respond to the relevant Consent Request(s).

- (c) Intraday Transactions and Client Backloading Transactions – Manual Clearing Member take-up process

For each Client in respect of which no Automatic Take-up Process has been set up by its Clearing Member:

- (i) LCH SA shall send a Consent Request to such Clearing Member, acting in its capacity as Nominated Clearing Member, for each Intraday Transaction or Client Backloading Transaction entered into by such Client; and
- (ii) the relevant Nominated Clearing Member must accept or reject such Consent Request (the “**Manual Take-up Process**”). If the relevant Nominated Clearing Member has not responded to such Consent Request by the End of Real Time on the relevant Clearing Day, the Nominated Clearing Member will be deemed to have rejected the Consent Request and the related Intraday Transaction or Client Backloading Transaction will become a Rejected Transaction.

- (d) Intraday Transactions and Client Backloading Transactions - Notifications

Following the Automatic Take-up Process or the Manual Take-up Process, LCH SA will notify the relevant Approved Trade Source System and Clearing Member(s) whether the relevant Intraday Transaction or Client Backloading Transaction has been accepted for clearing.

- (e) Indirect clearing

When a CCM Individual Segregated Account Client providing indirect clearing services to CCM Indirect Clients submits a Client Trade Leg of a CDS [or of an Index Swaption](#) for the account of a CCM Indirect Client for clearing by LCH SA via an Approved Trade Source System, that CCM Individual Segregated Account Client will indicate the specific trading code allowing for the proper identification of Client Trade Legs submitted for all its CCM Indirect Clients. LCH SA will then use that specific trading code, together with the Original Transaction Data, received from the Approved Trade Source System to determine whether such Client Trade Leg shall be registered in the relevant CCM Indirect Client Segregated Account Structure or CCM Direct Client Segregated Account Structure.

- (f) Clients’ branches

Each Client of a Clearing Member may opt for multi-branch management allowing such Client to allocate Client Cleared Transactions registered in the relevant Client Trade Account to one of its branches through which such Client operates. For this purpose, the Client will provide a specific code identifying its branch for a Client Trade Leg submitted for clearing to LCH SA by the relevant ATSS Participant.

The Clearing Member may update the allocation of Client Cleared Transactions registered in a Client Trade Account of such Client between its branches, through LCH Portal, Where each branch of a Client is identified in the TIW with a specific code, LCH SA will reflect each reallocation in the records of the TIW on its own behalf and on behalf of the relevant Clearing Member.

For the avoidance of doubt, identification *per* branch of a Client only affects Client Cleared Transactions held in the Client Trade Account and has no effect on the net position held in the corresponding Client Margin Account. Furthermore, identification *per* branch of a Client has no effect on the risk calculation which is based on the net position held in the Client Margin Account.

5.4 CDS CLEARING MEMBER REPORTING

- (a) Means of access and reporting mechanisms

LCH SA will ensure that all CDS Clearing System reports and files are accessible by Clearing Members through any means of access or reporting mechanism specified in a Clearing Notice.

- (b) Clearlink gateway

Messages relating to the acceptance or rejection of Consent Requests, the novation and registration of Original Transactions and the various reports related to Cleared Transactions will be sent and received by LCH SA, the Clearing Members, the Approved Trade Source Systems using the ClearLink gateway.

5.5 TRADE COMPRESSION

LCH SA will provide trade compression services to Clearing Members on an ad hoc and on an automatic basis to allow Clearing Members to reduce the number of Cleared Transactions they hold in their House Trade Account and in each of their Client Trade Accounts. This allows, among other things, Clearing Members to reduce the administration associated with their portfolio of Cleared Transactions. For the avoidance of doubt, LCH SA will provide trade compression to Clearing Members on both an ad hoc and automatic basis on any Clearing Day.

Each Clearing Member may elect to compress any or all of its Cleared Transactions in any of its Trade Accounts provided that:

- (i) such Cleared Transactions are of the same CDS Type [or Swaption Type](#);
- (ii) the Initial Payment Amounts [or in respect of the ad-hoc compression of Index Swaption Cleared Transactions, Premiums](#), relating to such Cleared Transactions have been settled; and
- (iii) where a Client has opted for multi-branch management of the corresponding Client Trade Account of its Clearing Member, automatic trade compression will be processed at the level of the branches within the same Client Trade Account, subject to the election by a Clearing Member to exclude some of the branches from this process as set in Paragraph 5.5 (b) below.

TheIn respect of the compression of Cleared Transactions that are Index Cleared Transactions or Single Name Clearing Transactions:

- (x) the Fixed Rate Payer Calculation Amount for the new Cleared Transaction will be the absolute value of the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Buyer less the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Seller;
- (y) if the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Buyer is greater than the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Seller then the Clearing Member will be the CDS Buyer on the resultant Cleared Transaction. If the opposite is true then the Clearing Member will be the CDS Seller on the resultant Cleared Transaction;
- (z) if the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Buyer is equal to the sum of Fixed Rate Payer Calculation Amounts for Cleared Transactions where the Clearing Member is the CDS Seller then no resultant trade is booked.

In respect of the compression of Cleared Transactions that are Index Swaption Cleared Transactions:

- (x) the Original Notional Amount for the new Cleared Transaction will be the absolute value of the sum of Original Notional Amounts for Cleared Transactions where the Clearing Member is the Index Swaption Buyer less the sum of Original Notional Amounts for Cleared Transactions where the Clearing Member is the Index Swaption Seller;
- (y) if the sum of Original Notional Amounts for Cleared Transactions where the Clearing Member is the Index Swaption Buyer is greater than the sum of Original Notional Amounts for Cleared Transactions where the Clearing Member is the Index Swaption Seller then the Clearing Member will be the Index Swaption Buyer on the resultant Cleared Transaction. If the opposite is true then the Clearing Member will be the Index Swaption Seller on the resultant Cleared Transaction;
- (z) if the sum of Original Notional Amounts for Cleared Transactions where the Clearing Member is the Index Swaption Buyer is equal to the sum of Original Notional Amounts for Cleared Transactions where the Clearing Member is the Index Swaption Seller then no resultant trade is booked.

For the avoidance of doubt, compression only affects Cleared Transactions held in the Trade Account and has no effect on the net position held in the Margin Account. Furthermore, compression has no effect on the risk calculation which is based on the net position held in the Margin Account.

(a) Ad-hoc compression

A Clearing Member may request ad-hoc compression in accordance with Title III, Chapter 3 of the CDS Clearing Rule Book by up-loading an Ad-Hoc Compression Order File. The Ad-Hoc Compression Order File lists the Cleared Transactions that are to be compressed and also defines the resulting Cleared Transaction. The Ad-Hoc Compression Order File should be up-loaded by the Clearing Member on any means of access specified in a Clearing Notice.

Clearing Members may only request ad-hoc compression in relation to Index Cleared Transactions ~~and/or~~ Single Name Cleared Transactions [and/or Index Swaption Cleared Transactions](#) which have already been registered in the TIW, in accordance with Article 3.3.1.1(i) of the CDS Clearing Rule Book.

The Ad-Hoc Compression Order File must be received by LCH SA on any Clearing Day through any means of access specified in a Clearing Notice between 09.15 CET and 19.30 CET in order for the request to be processed and the related Cleared Transactions to be compressed on that same day (day "D"). LCH SA will include the results of the compression in the Cleared Trades Report and Compression Results File in respect of such Clearing Member. LCH SA will publish such Cleared Trades Report and Compression Results File via any reporting mechanism specified in a Clearing Notice as soon as practicable on the same Clearing Day as such Clearing Member's request for compression and following the implementation of such Clearing Member's request for compression. Where LCH SA receives such request after 19:30 CET, such request shall be deemed to not have been up-loaded and shall be of no effect.

As a contingency solution in case of disruption of any means of access or reporting mechanism specified in a Clearing Notice, the Clearing Member should send the request to the Operations Department by email (cdsclear.ops@lch.com) by 17:00 CET. Where LCH SA receives such contingency request by 17:00 CET the request will be processed and the related Cleared Transactions will be compressed on the same day (day "D"). Where LCH SA receives such contingency request after 17:00 CET, LCH SA may, in its sole discretion, process such request and compress the related Cleared Transactions on the same day (day "D") provided that if LCH SA does not, in its sole discretion, process such a request and compress the related Cleared Transactions on the same day, LCH SA will process such request and the related Cleared Transaction will be compressed on the next Clearing Day (day "D+1") unless the relevant Clearing Member instructs the Operations Department to withdraw such request.

A Clearing Member may request ad hoc compression in accordance with Title III, Chapter 3 of the CDS Clearing Rule Book and this paragraph 5.5(a) in respect of Cleared Transactions notwithstanding that such Clearing Member has also requested automatic compression in accordance with Title III, Chapter 3 of the CDS Clearing Rule Book and paragraph 5.5(b) below.

(b) Automatic Compression

Automatic Compression as described under this paragraph 5.5(b) can be set up by a Clearing Member in respect of:

- (i) Cleared Transactions which have been novated as part of the Daily Backloading Cycle and/or Weekly Backloading Cycle but have not been yet registered in the TIW; such Cleared Transactions may be compressed either with: (x) other Cleared Transactions which have been novated as part of the same Daily Backloading Cycle or Weekly Backloading Cycle, as applicable, and/or (y) other Cleared Transactions which have been already registered in the TIW (each a “**Backloading Compression**”); and/or
- (ii) Cleared Transactions which are already registered in the TIW.

A Clearing Member may configure the CDS Clearing System to perform automatic compression in respect of any Trade Account in accordance with Title III, Chapter 3 of the CDS Clearing Rule Book. Such a configuration allows the relevant Clearing Member to make the following elections:

- (i) whether the automatic trade compression is processed at the level of (x) the relevant Trade Account or (y) different desks within the same Trade Account,
- (ii) in respect of an automatic compression (other than a Backloading Compression), whether it shall occur on a daily or weekly basis, and
- (iii) whether a list of desks or in respect of Client Trade Accounts, a list of branches of Clients, shall be excluded for the purposes of automatic trade compression.

A Clearing Member may request LCH SA to change its previous election in respect of automatic compression through submitting a request via any means of access specified in a Clearing Notice at any time. Where LCH SA receives such a request by 19:30 CET via any means of access specified in a Clearing Notice on a Clearing Day (day "D"), the election will be effective from and including the following Clearing Day (day "D+1") unless and until a further request is made. Where LCH SA receives a request after 19:30 CET via any means of access specified in a Clearing Notice, such request will be effective from and including the second following Clearing Day (day "D+2") unless and until a further request is made.

Compression (other than a Backloading Compression) on a daily basis is performed on each Clearing Day as part of the morning batch process before 09.15 CET and after the registration in TIW has occurred.

Compression (other than a Backloading Compression) on a weekly basis is performed as part of the morning batch process before 09.15 CET on Wednesdays (or, if such Wednesday is not a Clearing Day, the next following Wednesday that is a Clearing Day) and after the registration in TIW has occurred.

Backloading Compression is performed as part of the Daily and/or Weekly Backloading Cycle and in any case before the registration in TIW has occurred.

(c) Restructuring Credit Event

~~Upon~~Following the occurrence of a Restructuring Credit Event relating to:

(i) ~~_____~~ a Single Name Cleared Transaction, ~~or~~ or

(ii) a Reference Entity referenced by an Underlying Index Transaction to which a set of Index Swaption Cleared Transactions of the same Swaption Type relates,

LCH SA will compress such Single Name Cleared Transaction or as the case may be, such Index Swaption Cleared Transactions resulting in a single position for a Trade Account, on the day determined by the industry for such purposes. If no automatic compression rules have been specified, then compression will be made per desk in respect of each Trade Account.

(d) Registration of Single Names Cleared Transaction

Single Name Cleared Transactions resulting from any compression as described under this paragraph 5.5 will be registered in the Clearing System under the CDSClear Preferred Reference Obligation as defined under Section 4 of the Procedures.

5.6 PRE-DEFAULT PORTABILITY

In certain circumstances, LCH SA will transfer Client Cleared Transactions from a Carrying Clearing Member to a Receiving Clearing Member, pursuant to Title V Chapter 3 and Title VI Chapter 3 of the CDS Clearing Rule Book. Any actions required to be taken by a Clearing Member or LCH SA, in order to effect such transfer of Client Cleared Transactions, shall be effected in accordance with the timetable set out in paragraph 5.6 (d) of these Procedures. In the event that the relevant timing and notice requirements are not complied with, unless agreed otherwise between LCH SA and the relevant Clearing Members, the relevant transfer shall not take effect.

(a) Partial Transfers

Where a Receiving Clearing Member wishes, pursuant to:

(i) Article 5.3.3.1 of the CDS Clearing Rule Book, to receive a transfer of:

(x) a portion of the portfolio of Client Cleared Transactions registered in the CCM Direct Segregated Account Structure of a CCM Individual Segregated Account Client; and/or

(y) a portion of the portfolio of the Client Cleared Transactions registered in the CCM Indirect Client Segregated Account Structure of that CCM Individual Segregated Account Client

held with a Carrying Clearing Member;

(ii) Article 5.3.3.2 of the CDS Clearing Rule Book, to receive a transfer of some but not all of the Client Cleared Transactions held with a Carrying Clearing Member for an CCM Net Omnibus Client Set;

(iii) Article 5.3.3.3 of the CDS Clearing Rule Book, to receive a transfer of some but not all of the Client Cleared Transactions held with a Carrying Clearing Member for a CCM Gross Omnibus Multi Sub-Account Client Set;

(iii) Article 5.3.3.4 of the CDS Clearing Rule Book, to receive a transfer of a portion of the portfolio of Client Cleared Transactions registered in the CCM Gross Omnibus Single Sub-Account Structure of a CCM Gross Omnibus Single Sub-Account Client held with a Carrying Clearing Member; or

(iv) Article 6.3.3.1 of the CDS Clearing Rule Book, to receive a portion of the Client Cleared Transactions registered in the FCM Client Trade Account of an FCM Client;

it shall provide LCH SA with a Client Partial Transfer Form (see Appendix 1), signed by or on behalf of the relevant Client(s). Such form shall list all of the Client Cleared Transactions that are to be transferred to it pursuant to these Procedures. Following receipt of a Client Partial Transfer Form, LCH SA shall notify the Carrying Clearing Member that a request has been received to transfer Client Cleared Transactions. In the event that any of the conditions set forth in Article 5.3.3.1, Article 5.3.3.2, Article 5.3.3.3, Article 5.3.3.4 or 6.3.3.1, as applicable, of the CDS Clearing Rule Book are not satisfied, including where the Carrying Clearing Member notifies LCH SA that certain of the conditions have not been satisfied, using the Carrying Member Response Form (see Appendix 3), LCH SA shall not proceed with the transfer of the Client Cleared Transactions and shall promptly notify the Receiving Clearing Member that the transfer will not proceed.

If the Receiving Clearing Member wishes to proceed with such transfer, it shall be required to submit a new Client Partial Transfer Form in accordance with these Procedures.

(b) Full Transfer

Where a Receiving Clearing Member wishes, pursuant to:

(i) Article 5.3.2.1 of the CDS Clearing Rule Book, to receive a transfer of the entire portfolio (and not less than an entire portfolio) of:

(x) the Client Cleared Transactions registered in the CCM Direct Segregated Account Structure of a CCM Individual Segregated Account Client Individual Segregated Account Client; and/or

(y) Client Cleared Transactions registered in the CCM Indirect Client Segregated Account Structure of that CCM Individual Segregated Account Client registered in the CCM Client Trade Account(s) of the relevant CCM Individual Segregated Account Structure

of a Carrying Clearing Member;

(ii) Article 5.3.2.2 of the CDS Clearing Rule Book, to receive a transfer of all of the Client Cleared Transactions registered in the CCM Client Trade Accounts of the CCM Net Omnibus Segregated Account Clients within a CCM Net Omnibus Client Set of a Carrying Clearing Member;

(iii) Article 5.3.2.3 of the CDS Clearing Rule Book, to receive a transfer of all of the Client Cleared Transactions registered in the CCM Client Trade Accounts of CCM Gross Omnibus Multi Sub-Account Clients within a CCM Gross Omnibus Multi Sub-Account Client Set of a Carrying Clearing Member;

(iv) Article 5.3.2.4 of the CDS Clearing Rule Book, to receive the entire portfolio (and not less than an entire portfolio) of the Client Cleared Transactions registered in the CCM Gross Omnibus Single Sub-Account Structure of a CCM Gross Omnibus Single Sub-Account Client of a Carrying Clearing Member; or

(v) Article 6.3.2.1 of the CDS Clearing Rule Book, to receive a transfer of all the Client Cleared Transactions registered in the FCM Client Trade Account of an FCM Client;

such Receiving Clearing Member shall provide LCH SA with a Client Full Transfer Form (see Appendix 2), in respect of (and signed by or on behalf of) each Client on behalf of whom the relevant transfer would be made. Each such form shall confirm that all Client Cleared Transactions registered in the Client Trade Account(s) shall be transferred pursuant to these Procedures.

Where a Receiving Clearing Member submits a Client Full Transfer Form, it must confirm whether or not the Client(s) also wishes to transfer Client Assets. Following receipt of a Client Full Transfer Form, LCH SA shall notify the Carrying Clearing Member that a request has been received to transfer Client Cleared Transactions.

In the event that any of the conditions set forth in Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3, Article 5.3.2.4 or Article 6.3.2.1, as applicable, of the CDS Clearing Rule Book are not satisfied, including where the Carrying Clearing Member notifies LCH SA that certain conditions have not been satisfied, using the Carrying Member Response Form (see Appendix 3), LCH SA shall not proceed with the transfer of the Client Cleared Transactions or the transfer of Client Assets (where applicable) and shall promptly notify the Receiving Clearing Member that the transfer will not proceed.

If the Receiving Clearing Member wishes to proceed with such transfer or any other transfer of the Client Cleared Transactions, it shall be required to submit a new Client Full Transfer Form or a new Client Partial Transfer Form (see Appendix 1) in accordance with these Procedures.

Once a Carrying Clearing Member has been informed that a Client Full Transfer Form has been received, the Carrying Clearing Member shall not be permitted to submit additional Original Transactions, having Client Trade Leg(s) attributable to the relevant Client(s), for clearing. Such restriction will apply for the period commencing at the End of Real Time on the Business Day on which the relevant Clearing Member receives such notice from LCH SA and ending at the time at which the relevant transfer (including the transfer of the relevant

Client Assets, if applicable) is actually effected, fails or is rejected in accordance with Section 5.3.2 or Section 6.3.2, as applicable, of the CDS Clearing Rule Book and these Procedures.

(c) Transfer of Client Assets

Where a Receiving Clearing Member notifies LCH SA that a Client wishes to transfer Client Assets from the Carrying Clearing Member to the Receiving Clearing Member, LCH SA shall notify the Carrying Clearing Member of such request.

With respect to the transfer of a CCM Individual Segregated Account Client, in accordance with Article 5.3.2.1, or a CCM Omnibus Client Set, in accordance with Article 5.3.2.2 of the CDS Clearing Rule Book, LCH SA will provide details of the relevant Client Assets to the Receiving Clearing Member and give the Receiving Clearing Member opportunity to reject a transfer of some or all of the Client Assets in accordance with the timetable below.

With respect to the transfer of a CCM Gross Omnibus Multi Sub-Account Client Set, in accordance with Article 5.3.2.3, a CCM Gross Omnibus Single Sub-Account Client, in accordance with Article 5.3.2.4, or an FCM Client, in accordance with Article 6.3.2.1, of the CDS Clearing Rule Book, the Carrying Clearing Member shall confirm to LCH SA, using the Carrying Member Response Form (see Appendix 3) which Client Assets are attributable to the CCM Gross Omnibus Gross Multi Sub-Account Client Set, CCM Gross Omnibus Single Sub-Account Client or FCM Client and the Client Cleared Transactions. In the event that the Carrying Clearing Member fails to do so in accordance with the timetable below, LCH SA shall determine (in its sole discretion) the Client Assets that are to be transferred from the Carrying Clearing Member's relevant CCM Client Collateral Account in the case of a CCM Gross Omnibus Gross Multi Sub-Account Client Set or a CCM Gross Omnibus Single Sub-Account Client and FCM Client Financial Account in the case of an FCM Client. LCH SA shall notify the Carrying Clearing Member and the Receiving Clearing Member of the Client Assets that will be transferred in accordance with the timetable below. Following receipt of such notification by LCH SA, the Receiving Clearing Member may elect to reject the transfer of some or all of the relevant Client Assets in accordance with Article 5.3.4.2 or Article 6.3.4.2 of the CDS Clearing Rule Book.

In the event that any of the conditions set forth in Article 5.3.2.1, Article 5.3.2.2, Article 5.3.2.3, Article 5.3.2.4 or Article 6.3.2.1 of the CDS Clearing Rule Book, as applicable, are not satisfied, including where the Carrying Clearing Member notifies LCH SA that certain conditions have not been satisfied using the Carrying Member Response Form (see Appendix 3), such that the Client Cleared Transactions will not be transferred, LCH SA shall not proceed with the transfer of the relevant Client Assets.

In the event that LCH SA transfers Client Assets pursuant to these Procedures and the CDS Clearing Rule Book, it will also transfer the aggregate Variation Margin and next day settlement coupons and fees associated with the transferring Client Cleared Transactions.

(d) Timetable for Client Transfers

| No. | Time (all references below are to Continental European Time) | Partial Transfer | Full Transfer (with Collateral) | Full Transfer (without Collateral) |
|------------|--|--|--|--|
| 1 | Day 0: 17:00 | Deadline for receipt from Receiving Clearing Member of Client Partial Transfer Form. | Deadline for receipt from Receiving Clearing Member of Client Full Transfer Form and confirmation that the Client(s) wish Client Assets to be transferred. | Deadline for receipt from Receiving Clearing Member of Client Full Transfer Form. |
| 2 | Day 0: 19:30 | Deadline for LCH SA to notify Carrying Clearing Member of receipt by LCH SA of Client Partial Transfer Form. | Deadline for LCH SA to notify Carrying Clearing Member of receipt by LCH SA of Client Full Transfer Form. | Deadline for LCH SA to notify Carrying Clearing Member of receipt by LCH SA of Client Full Transfer Form. |
| 3 | Day 1: 10:00 | Deadline for: (i) notification by LCH SA to the Carrying Clearing Member and the Receiving Clearing Member that LCH SA intends to transfer the Client Cleared Transactions pursuant to a request from the Receiving Clearing Member; and (ii) provision by LCH SA of details to the Carrying Clearing Member and the Receiving Clearing Member of the Client Cleared Transactions to be transferred. | Deadline for: (i) notification by LCH SA to the Carrying Clearing Member and the Receiving Clearing Member that LCH SA intends to transfer the Client Cleared Transactions pursuant to a request from the Receiving Clearing Member; and (ii) provision of details to the Carrying Clearing Member and the Receiving Clearing Member of the Client Cleared Transactions to be transferred. | Deadline for: (i) notification by LCH SA to the Carrying Clearing Member and the Receiving Clearing Member that LCH SA intends to transfer the Client Cleared Transactions pursuant to a request from the Receiving Clearing Member; and (ii) provision of details to the Carrying Clearing Member and the Receiving Clearing Member of the Client Cleared Transactions to be transferred. |
| 4 | Day 2: 12:00 | Deadline for notification (if any) from Carrying Clearing Member that it is rejecting the transfer (in accordance with Article 5.3.3.1(vi), Article 5.3.3.2(v), Article 5.3.3.3(v) or Article 5.3.3.4(v) of the CDS Clearing Rule Book). | Deadline for notification (if any) from Carrying Clearing Member that it is rejecting the transfer (in accordance with Article 5.3.2.1(vii), Article 5.3.2.2(vi), Article 5.3.2.3(vi) or Article 5.3.2.4(vi) of the CDS Clearing Rule Book (as applicable)). | Deadline for notification (if any) from Carrying Clearing Member that it is rejecting the transfer (in accordance with Article 5.3.2.1(vii), Article 5.3.2.2(vi) or Article 5.3.2.3(vi) or Article 5.3.2.4(vi) of the CDS Clearing Rule Book (as applicable)). |

| No. | Time (all references below are to Continental European Time) | Partial Transfer | Full Transfer (with Collateral) | Full Transfer (without Collateral) |
|------------|--|---|--|--|
| | | | | applicable). |
| 5 | Day 2: 12:00 (For transfer of FCM Clients and CCM Gross Omnibus Segregated Account Clients only) | N/A | Deadline for confirmation from Carrying Clearing Member of the Client Assets which are available to be transferred to the Receiving Clearing Member. | N/A |
| 6 | Day 2: 12:00 to 14:00 | N/A | LCH SA notifies the Receiving Clearing Member of the Client Assets that would be transferred. | N/A |
| 7 | Day 2: 17:00 | Deadline for receipt by LCH SA of consent to transfer of the Client Cleared Transactions from the Receiving Clearing Member. | Deadline for receipt by LCH SA of consent to transfer of the Client Cleared Transactions and notification of the rejection (if applicable) of some or all of the relevant Client Assets from the Receiving Clearing Member. | Deadline for receipt by LCH SA of consent to transfer of the Client Cleared Transactions from the Receiving Clearing Member. |
| 8 | Day 2: By 24:00 | N/A | Deadline for LCH SA to instruct Euroclear to transfer some or all of the relevant Client Assets from the Client Pledged Securities Account of the Carrying Clearing Member (in accordance with Section 3 of the Procedures). | N/A |
| 9 | Day 3: 08:00 | Target deadline for notification by LCH SA to the Carrying Clearing Member and/or the Receiving Clearing Member of whether an increased Margin Requirement or Variation | Target deadline for notification by LCH SA to the Receiving Clearing Member of whether an increased Margin Requirement or Variation Requirement is required | Target deadline for notification by LCH SA to the Receiving Clearing Member of whether an increased Margin Requirement or Variation Requirement is |

| No. | Time (all references below are to Continental European Time) | Partial Transfer | Full Transfer (with Collateral) | Full Transfer (without Collateral) |
|------------|---|--|---|--|
| | | Margin Requirement is required to be satisfied effect the transfer. | to be satisfied to effect the transfer. | required to be satisfied to effect the transfer. |
| 10 | Day 3: 08:30 - 09:00 Or in the case of an FCM Clearing Member (for the purposes of Cash Payments): 09.00 – 09.05 | The Carrying Clearing Member and/or the Receiving Clearing Member must satisfy the Margin Requirements during the Morning Call to effect the transfer. | The Receiving Clearing Member must satisfy the Margin Requirements during the Morning Call to effect the transfer. | The Receiving Clearing Member must satisfy the Margin Requirements during the Morning Call to effect the transfer. |
| 11 | Day 3: 09:05 | LCH SA transfers the Client Cleared Transactions to the Receiving Clearing Member. | LCH SA transfers the Client Cleared Transactions and (if applicable) some or all of the Client Assets to the Receiving Clearing Member. | LCH SA transfers the Client Cleared Transactions to the Receiving Clearing Member. |

5.7 EARLY TERMINATION

A transfer pursuant to Article 5.4.1.1, Article 5.4.1.2 or Article 5.4.1.3 of the CDS Clearing Rule Book will be subject to the receipt by LCH SA of the following:

- (i) a copy of the notice from the relevant CCM to the relevant CCM Client or from the relevant CCM Client to the relevant CCM designating the relevant early termination date or, if such early termination date has occurred automatically, evidence of the relevant event of default or termination event having occurred; and
- (ii) a copy of a notice served by the relevant CCM on the relevant CCM Client alerting that CCM Client of its intention to request LCH SA to transfer the relevant Client Cleared Transactions.

Subject to the receipt of the documents listed in paragraphs 5.7 (i) to (ii) above, LCH SA will arrange a transfer of the relevant Client Cleared Transactions as soon as reasonably practicable (and usually within 24 hours of receipt of the documents).

5.8 UPDATING THE TRADE INFORMATION WAREHOUSE

- (a) Process

LCH SA will ensure that all Cleared Transactions are stored in the CDS Clearing System and replicated in the TIW.

There are two operations involved in the TIW update process, one or both of which will be relevant depending on the event leading to the update:

- the termination of old trades; and
- the creation of new trades.

The following events will require trades in the TIW to be updated by LCH SA:

- Novation of a Backloading Transaction:
 - Termination of the Backloading Transaction where the upfront amount has been paid;
 - Exit of the Backloading Transaction where the upfront amount has not been paid; and
 - Creation of Cleared Transactions
- Novation of an Intraday Transaction:
 - Termination of the Intraday Transaction, if applicable
 - Creation of Cleared Transactions
- Reallocation of a Client Cleared Transaction within a Client Trade Account between branches
 - Termination of the relevant Client Cleared Transaction allocated to the current branch
 - Creation of the Client Cleared Transaction resulting from the reallocation to another branch
- Trade Compression:
 - Termination of Cleared Transactions to be compressed, if applicable
 - Creation of compressed Cleared Transactions, if applicable
- Creation of Restructuring Cleared Transactions
 - Termination, if necessary, of Initial Single Name Cleared Transactions
 - Creation of the Restructuring Cleared Transactions
- Re-couponsing of the Cleared Transactions
 - Termination of Cleared Transactions affected by the re-couponsing

- Creation of Cleared Transactions resulting from the re-couponsing
- Completion of Physical Settlement following a Credit Event
 - Termination of Cleared Transactions
- Creation of Swaption Restructuring Cleared Transactions
 - Termination, if necessary, of original Index Swaption Cleared Transactions
 - Creation of the Swaption Restructuring Cleared Transactions
- Creation of Exercise Cleared Transactions
 - Termination of the relevant Index Swaption Cleared Transactions
 - Creation of the Exercise Cleared Transactions
- Exercise of Exercise Cleared Transactions
 - Termination of Exercise Cleared Transactions
 - Creation of Index Cleared Transactions resulting from the exercise
 - Creation of Initial Single Name Cleared Transactions and/or Restructuring Cleared Transactions, if applicable

LCH SA will make all relevant registrations in a timely fashion subject to receiving valid data from the relevant Clearing Members and DTCC being active and ensure that the registration is accurate and correct based on the information available to it.

In respect of sub-paragraphs (a) and (b) below, neither LCH SA nor a Clearing Member shall:

- (i) actively do anything that alters the trade confirmation or will prevent DTCC correctly calculating payments; or
 - (ii) make any changes to trades in the TIW which prevent the automated DTCC process being correctly executed on that trade unless authorised by LCH SA. For the avoidance of doubt, the failure by a Clearing Member to match a trade in the TIW will not affect the validity and enforceability of the Cleared Transactions registered within the CDS Clearing System and the related obligations of the relevant Clearing Member.
- (b) Cleared Transactions

In accordance with Article 2.2.1.1 (xx)(b) and Article 3.1.10.2 of the CDS Clearing Rule Book each Clearing Member authorises LCH SA to submit Cleared Transactions created in respect of Intraday Transactions to the TIW on the Clearing Member's behalf.

For all Cleared Transactions, LCH SA will book both trade legs in the TIW.

LCH SA will make all relevant registrations in a timely fashion subject to receiving valid data from the relevant Clearing Members and DTCC being active and ensure that the registration is accurate and correct based on the information available to it.

After a Cleared Transaction is booked in the TIW, the Clearing Member which is a party to such Cleared Transaction may modify the Trade Reference Identifier or workflow data (to the exclusion, for the avoidance of doubt, of any Transaction Data) registered in the TIW. LCH SA will ensure its own records are consistent with such modifications as soon as it receives the relevant TIW notification of such modifications.

(c) Deemed Submission Authority

A Clearing Member is deemed to have authorised LCH SA to book a trade on behalf of the Clearing Member in accordance with Section 3.1.10 of the CDS Clearing Rule Book and LCH SA will make all relevant registrations in a timely fashion, subject to receiving valid data from the relevant Clearing Members and DTCC being active, and ensure that the registration is accurate and correct based on the information available to it.

(d) TRIRename function

After a Clearing Member modifies its Trade Reference Identifier in respect of a Cleared Transaction in the TIW, the TRIRename function will allow the CDS Clearing System to be automatically updated with the new Trade Reference Identifier.

5.9 REGISTRATION OF SINGLE NAME CLEARED TRANSACTIONS

Single Name Cleared Transactions will be registered in the Clearing System under the CDSClear Preferred Reference Obligation as defined under Section 4 of the Procedures.

5.10 DIFFERENCES IN RECORDS

Any differences noticed by Clearing Members between the record held by the CDS Clearing System and the TIW should be reported to LCH SA as soon as reasonably practicable.

To the extent that the terms of a Cleared Transaction either in the TIW or in the relevant report provided to the Clearing Member do not reflect, subject to and in accordance with the provisions of the CDS Clearing Rules and the CDS Clearing Supplement Documents, the Original Transaction that was submitted or the terms of the Restructuring Cleared Transaction, LCH SA will amend the records and/or reissue the relevant report, as applicable, to correct the differences as appropriate, to the extent it is authorised to do so.

5.11 REGISTRATION OF CLEARED TRANSACTIONS

(a) Notification of registration

Following registration of the Cleared Transactions reflecting an Original Transaction, the CDS Clearing System will publish the confirmation of novation via the Cleared Trade Report available through any reporting mechanism specified in a Clearing Notice. Details of Cleared Transactions are also available through any reporting mechanism specified in a Clearing Notice. Confirmation of novation will also be reported through the relevant Approved Trade Source System, if it has such functionality.

(b) Update of the Product Family Form

In accordance with Article 2.2.0.4, or as the case may be Article 3.1.6.8, of the CDS Clearing Rule Book, a Select Member is entitled to add or remove any Product Family indicated in its Product Family Form by sending a copy of a duly signed updated Product Family Form by email LCH SA's CDSClear Business Development & Relationship Management team at cdsclearbusinessdevrm@lch.com, provided that a Select Member may request the removal of a Product Family ~~to the extent that~~ only if all of its Cleared Transactions registered in its House Account Structure belong to the outstanding Product Families indicated in its updated Product Family Form.

5.12 HEDGING TRANSACTIONS

LCH SA may enter into a CDS or an Index Swaption with a Clearing Member for hedging purposes (a "Hedging Transaction") pursuant to Clause 2.1.1 of the CDS Default Management Process. A Hedging Transaction will be executed as an OTC transaction by a Clearing Member on day D and will be cleared in the same manner as a Daily Backloading Transaction on D+1 save that it will be between LCH SA and a Clearing Member.

5.13 REVERSING OF TRADES

Where a Clearing Member identifies an Original Transaction that it has cleared in error it may reverse the transaction by submitting an equal but opposite transaction via an Approved Trade Source System to LCH SA for clearing and then using compression pursuant to paragraph 5.5 of these Procedures. In such instances, for the avoidance of doubt the Clearing Member shall be solely responsible for entering into any bilateral transaction necessary to reverse the Original Transaction that was cleared in error.

5.14 MAXIMUM NOTIONAL AMOUNT

[This section is not used.]

5.15 RECOUPONING

In accordance with Part A or Part B of the CDS Clearing Supplement, LCH SA may, with the prior consent of all relevant Clearing Members, perform a re-couponing on 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 if the Fixed Rate of such Restructuring Cleared Transaction is not an Eligible Fixed Rate.

In the case of a re-coupling, the Restructuring Cleared Transaction will be terminated and replaced by two new Cleared Transactions: the "First Resulting Transaction" and the "Second Resulting Transaction".

The terms of the resulting Cleared Transactions will be identical to those of the Restructuring Cleared Transaction except that:

the Fixed Rate applicable for the First Resulting Transaction ("C1") will be the highest Eligible Fixed Rate that is inferior to the Fixed Rate of the Restructuring Cleared Transaction ("C");

the Fixed Rate applicable for the Second Resulting Transaction ("C2") will be the lowest Eligible Fixed Rate that is superior to the Fixed Rate of the Restructuring Cleared Transaction ("C");

The Floating Rate Payer Calculation Amount of the First Resulting Transaction ("N1") will be calculated as per below:

$$N1 = N \times \frac{(C - C2)}{(C1 - C2)}$$

Where N is the Floating Rate Payer Calculation Amount of the Restructuring Cleared Transaction.

The Floating Rate Payer Calculation Amount of the Second Resulting Transaction ("N2") will be calculated as per below:

$$N2 = N \times \frac{(C - C1)}{(C2 - C1)}$$

Where N is the Floating Rate Payer Calculation Amount of the Restructuring Cleared Transaction.

The Trade Date for the First Resulting Transaction and the Second Resulting Transaction will be the date on which the re-coupling is performed;

The Transaction Type for the First Resulting Transaction and the Second Resulting Transaction will be Standard European Corporate.

Single Name Cleared Transactions resulting from a re-coupling will be registered in the Clearing System under the CDSClear Preferred Reference Obligation as defined under Section 4 of the Procedures.

5.16 REPORTS

The reports set out at paragraph 5.16(a)-(e) will be made available by LCH SA to Clearing Members on each Business Day at the times specified in paragraph 5.16(a)-(e).

The reports set out at paragraph 5.16(f) will be made available by LCH SA to Clearing Members on a monthly basis, on the dates and at the times specified in Section 5.16(f).

The reports set out at paragraph 5.16 (g) and (h) will be made available by LCH SA to Clearing Members on an ad hoc basis.

(a) Backloading Transaction Reports

(i) **Trade management reports**

(A) **Clearing Eligibility Report**

"**Clearing Eligibility Report**" means the report described in this paragraph.

Description: sets out:

- the Gold Records received overnight by LCH SA from DTCC;
- details of the Gold Records which have successfully passed and those which have failed the Eligibility Controls performed pursuant to Article 3.1.1.2 of the CDS Clearing Rule Book.

Timing: published by LCH SA by 09:30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Clearing Eligibility Report will be published.

(B) **DTCC Matching and Eligibility Report**

"**DTCC Matching and Eligibility Report**" means the report described in this paragraph.

Description: sets out:

- the Gold Records of the Eligible Weekly Backloading Transactions and Irrevocable Weekly Backloading Transactions which have not been removed from the TIW; and
- the Gold Records of the Eligible Weekly Backloading Transactions and Irrevocable Weekly Backloading Transactions which have been removed from the TIW.

Timing: published by LCH SA between 02:00 and 04:00 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant DTCC Matching and Eligibility Report will be published.

(C) **Simulation DTCC Matching and Eligibility Report**

"**Simulation DTCC Matching and Eligibility Report**" means the report described in this paragraph.

Description: sets out:

- the Gold Records of the Eligible Weekly Backloading Transactions or Irrevocable Weekly Backloading Transactions (as applicable) which have not been removed from the TIW; and
- the Gold Records of the Eligible Weekly Backloading Transactions or Irrevocable Weekly Backloading Transactions (as applicable) which have been removed from the TIW.

Timing: published by LCH SA between 02.00 CET and 04.00 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Simulation DTCC Matching and Eligibility Report will be published.

(D) **Simulation Margin Requirements Result File**

Description: sets out the detailed components of the estimated calculation relating to the Margin Requirements that would be required to be posted if the relevant Eligible Weekly Backloading Transactions or Irrevocable Weekly Backloading Transactions (as applicable) were registered as Cleared Transactions in the Clearing Member's House Account Structure at the time of the estimate.

Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Simulation Margin Requirements Result File will be published.

(E) **Bilateral Trades Report**

"**Bilateral Trades Report**" means the report described in this paragraph.

Description: contains all Original Transactions for the current Business Day including details of those that have successfully passed and those which have failed the Eligibility Controls performed pursuant to Article 3.1.1.3, Article 3.1.2.2 or Article 3.1.2.3 of the CDS Clearing Rule Book.

Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Bilateral Trades Report will be published but will not contain any data.

(F) **Cleared Trades Report**

"**Cleared Trades Report**" means the report described in this paragraph.

Description: this report will contain the private data relating to the Cleared Transactions of each individual Clearing Member in the CDS Clearing System, including:

- the financial value of each Cleared Transaction as at the date and time of publication of such Cleared Trades Report;
- the clearing time stamp confirming the time at which a Cleared Transaction is registered in the Trade Account of the relevant Clearing Member; and
- the total stock of Cleared Transactions relating to the relevant Clearing Member as at the date and time of publication of such Cleared Trades Report.

Timing: published by LCH SA by no later than 09.30 CET on each Business Day. For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Cleared Trades Report will be published.

(G) **TIW Operations File**

"**TIW Operations File**" means the file described in this paragraph.

Description: sets out, for each Clearing Member, the Original Transactions novated and the Cleared Transactions created as a result of compression since the previous TIW Operations File was generated.

Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant TIW Operations File will be published.

(H) **Clearing Member Restructuring Pair File**

"**Clearing Member Restructuring Pair File**" means the file described in this paragraph.

Description: in respect of a DC Credit Event Announcement relating to a Restructuring Credit Event, this file will provide Clearing Members with details of the relevant Restructuring Matched Pairs created in accordance with the CDS Clearing Supplement.

LCH SA will generate a file per Clearing Member on each Business Day, but these files will not contain any data unless a DC Credit Event Announcement relating to a Restructuring Credit Event occurs at any time, in which case, from (and including) the date when any relevant Restructuring Matched Pairs are created to (and including) the relevant movement option end date, the files will contain details of the relevant Matched Buyer and Matched Seller comprised within each relevant Restructuring Matched Pair including the identity of the other Clearing Member and the associated Restructuring Matched Pair Amounts.

Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Clearing Member Restructuring Pair File will be published.

(I) **Event Managements Reports**

"**Event Reports**" means the reports described in this paragraph.

Description: The event reports cover the following reports made to Clearing Members: "Restructuring Credit Event report", "Bankruptcy/Failure to Pay/Governmental Intervention Credit Event Report", "Rename Event Report" and "Succession Event Report". In respect of the DC Credit Event Announcements relating to Restructuring, Bankruptcy, Failure to Pay, Governmental Intervention and Succession Events, or of the market decisions for Rename Events, these reports will provide Clearing Members with the description of the ongoing events.

Timing: published by LCH SA between 09.15 CET and 09.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Event reports will be published.

(J) Cleared Transaction Exercise Report

"Cleared Transaction Exercise Report" means the report described in this paragraph.

Description: this file will provide Clearing Members with details of the relevant Exercise Matched Pairs created in accordance with Part C of the CDS Clearing Supplement.

Timing: published by LCH SA between 19.00 CET and 19.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Cleared Transaction Exercise Report will be published.

(ii) **Risk management reports**

The risk management reports are dedicated to providing Clearing Members with risk/margin calculations and reporting the resulting cash call calculations to Clearing Members.

(A) **Margin Requirements Results File**

"**Margin Requirements Results File**" means the file described in this paragraph.

Description: the Margin Requirements Results File is generated for each Clearing Member with an Open Position in respect of any of its Margin Accounts, and sets out the detailed components of the calculation relating to the Margin required to be transferred in relation to each related Margin Account, including the Credit Quality Margin applied to the Margin Account of such Clearing Member, if any. The file also specifies the Additional Margin that LCH SA is entitled to call from a Clearing Member on that Business Day.

The Margin Requirements Results File is made up of two sub-files:

- the Margin Result House File: containing the detailed components and the detailed calculations relating to the House Margin Requirement; and

- the Margin Result Client File: containing the detailed components and the detailed calculations relating to:
 - the Client Margin Requirement for each Client Margin Account ;
 - the hypothetical Client Margin Requirement calculated for each CCM Net Omnibus Segregated Account Client as if such client has opted for a CCM Direct Client Segregated Account Structure and for each Gross CCM Omnibus Multi Sub-Account Client as if such client has opted for a Gross CCM Omnibus Single Sub-Account Structure; and
 - the hypothetical Client Margin Requirement calculated for each branch identified as such by the relevant Client.

For the avoidance of doubt, the Margin Requirements Results File generated at the above time will contain details of the Open Positions (including positions pre-registered in the Account Structure of the relevant Clearing Member in accordance with Section 3.1.7 of the CDS Clearing Rule Book).

Timing: published by LCH SA on each Business Day before 08.00 CET.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, the relevant Margin Requirements Results File will be published.

(B) **Portfolio File**

"**Portfolio File**" means the file described in this paragraph.

Description: the Portfolio File specifies, for each Margin Account, all the Open Positions of the Clearing Member that have been entered for the purpose of calculating the Margin which is required to be posted in relation to such Margin Account.

Timing: published by LCH SA on each Business Day every hour and at the time of a Margin Call between 09.00 CET and 19.30 CET.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Portfolio File will be published.

(iii) **Collateral management reports**

Timing: collateral management reports and files are sent to Clearing Members in two formats (XML and/or plain text). The following reports and files are published by LCH SA on each Business Day between 05.15 CET and 05.45 CET (and, with respect to the AC0102E Report, AC0103E Report and AC0113E Report, before each call for payment of the Additional Contribution Amount as the case may be)

(A) **AC0103E Report**

"**AC0103E Report**" means the report described in this paragraph.

(1) **CDS Global Cash Call Document**

"**CDS Global Cash Call Document**" means the section of the AC0103E Report described in this paragraph.

Description: the CDS Global Cash Call Document contains details for each Clearing Member on:

- the daily activity (including the cash available to such Clearing Member from the previous Business Day and cash flows associated with Cleared Transactions of such Clearing Member); and
- the monthly activity (including the statement of account and invoicing fees flow) of cash flows relating to such Clearing Member in the CDS Clearing System.

The CDS Global Cash Call Document will separately set out the details:

- for the House Account Structure of a Clearing Member and for each of its Client Account Structure(s), if applicable; and
- for Euro cash flows and for USD cash flows, if applicable.

Before each call for payment of the Additional Contribution Amount on any Business Day, LCH SA will send to each relevant Clearing Member the updated CDS Global Cash Call Document.

(B) **AC0102E Report**

"**AC0102E Report**" means the section of the AC0102E Report described in this paragraph.

(1) **CDS Cash Call Document**

"**CDS Cash Call Document**" means the Report described in this paragraph.

Description: the CDS Cash Call Document contains the global amount of clearing flows (including Fixed Amounts in relation to Cleared Transactions of the relevant Clearing Member), credit event flow (including Cash Settlement Amounts and Fixed Amount rebates in relation to Cleared Transactions of the relevant Clearing Member) and collateral flows (including spread margin, short charge margin,

recovery risk margin, self-referencing protection margin, interest rate margin, coupon, credit event margin, increase coverage, contingency variation margin and liquidity charge), which is calculated for value day "D" and compared to the amount of Collateral (bonds and shares, non-Euro and Euro cash) allocated from the previous Business Day for the relevant Clearing Member.

The CDS Cash Call Document will separately document the clearing and collateral flows:

- for the House Account Structure of a Clearing Member and for each of its Client Account Structure(s), if applicable; and
- for Euro cash flows and for USD cash flows, if applicable.

The sum of all these cash flows is reported at the end of the CDS Cash Call Document and, also, as a specific line, in the CDS Global Cash Call Document.

(2) **CDS Default Fund Cash Call Document**

"**CDS Default Fund Cash Call Document**" means the section of the AC0102E Report described in this paragraph.

Description: the CDS Default Fund Cash Call Document details the global amount of a Clearing Member's contribution to the CDS Default Fund which is compared to the amount of Collateral allocated from the previous Business Day.

Before each call for payment of the Additional Contribution Amount on any Business Day, LCH SA will send to each relevant Clearing Member the updated CDS Default Fund Cash Call Document detailing the Additional Contribution Amount to be paid by such relevant Clearing Member in accordance with Section 6 of the Procedures.

(C) **AC0110E Report**

"**AC0110E Report**" means the report described in this paragraph.

(1) Initial and Global Financial Reports

"**Initial and Global Financial Reports**" means the Initial Financial Report and Global Financial Report sections of the AC0110E Report.

Description: LCH SA will send the Initial and Global Financial Reports to each Clearing Member using non-Euro currencies, Bonds and shares, as Collateral.

(A) **Initial Financial Report**

"**Initial Financial Report**" means the section of the AC0110E Report described in this paragraph.

The Initial Financial Report contains the detail of available and allocated cash, bonds and shares and non Euro currencies, per market and per sub-account.

Timing: published by LCH SA before each TARGET2 time slot on each Business Day and upon a Clearing Member crediting LCH SA TARGET2 Account as described under Section 3.7(f). In the latter case, it will only be made available to the relevant Clearing Member.

(B) **Global Financial Report**

"**Global Financial Report**" means the section of the AC0110E Report described in this paragraph.

The Global Financial Report contains details of the type of Eligible Collateral (ISIN code or code of non euro currency), and the related quotations, its value calculated in Euro, the applied haircut rate and its allocated and available amounts.

Timing: published by LCH SA before each TARGET2 time slot on each Business Day and upon a Clearing Member crediting LCH SA TARGET2 Account as described under Section 3.7(f). In the latter case, it will only be made available to the relevant Clearing Member.

(D) **AC0104E Report**

"**AC0104E Report**" means the report described in this paragraph.

(1) **Advice Accounting Notes Report**

"**Advice Accounting Notes Report**" means the section of the AC0104E Report described in this paragraph.

Description: the Advice Accounting Notes Report details all accounting operations recorded in LCH SA's books for each Clearing Member on the previous Business Day in accordance with its profile (market, sub-account, collateral, etc).

The Advice Accounting Notes Report is sent with the CDS Global Cash Call Document.

(E) **AC0111E Report**

"AC0111E Report" means the report described in this paragraph.

(1) **History of withdrawal/deposit requests and collateral balance after settlement**

Description: this report contains the recap of all the deposit and withdrawal demands of collateral (cash or securities) accepted or rejected, from the last report sent. This report contains also the total excess collateral. For each Collateral Account a balance after settlement is calculated with the global amount, the allocated amount and the available amount for each authorised type of collateral and such for each Collateral Account of the relevant Clearing Member.

(F) **AC0112E Report**

"AC0112E Report" means the report described in this paragraph.

(1) **Details of Regularisation of Cash Flow Operations**

"Details of Regularisation of Cash Flow Operations" means the section of the AC0112E Report described in this paragraph.

Description: the Details of Regularisation of Cash Flow Operations is published only if LCH SA operates any manual regularisation. The AC0112E Report will be sent with the CDS Default Fund Cash Call Document.

(G) **AC0113E Report**

"AC0113E Report" means the report described in this paragraph.

(1) **Net Payment Position of Cash Flow Operations**

Description: this report contains the sum of all the balances set out in the CDS Cash Call Document and the CDS Default Fund Cash Call Document, that are due by the Clearing Member to LCH SA. This report will separately identify the amounts due in respect of the House Account Structure of a Clearing Member and each of its Client Account Structure(s), if applicable

(b) **Intraday Call Reports**

"Intraday Call Reports" means the reports listed in this paragraph 5.16(b) (the descriptions of which are as set out in paragraph 5.16 (a), above unless otherwise noted below) published by LCH SA on each Business Day at the times, as specified below.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the Intraday Call Reports will still be published.

(i) **Trade management reports**

(A) **Bilateral Trades Report**

Description: contains all details of the Intraday Transactions which have been novated on the current Business Day as well as details of those that have become Rejected Transactions in accordance with the CDS Clearing Rule Book.

Timing: published by LCH SA on each Business Day between 11.55 CET and 12.25 CET (in respect of the First Intraday Call), between 15.55 CET and 16.25 CET (in respect of the Second Intraday Call) and by 20.00 CET.

On a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Bilateral Trades Reports will not contain any data.

(B) **Cleared Trades Report**

Timing: published by LCH SA on each Business Day between 11.55 CET and 12.25 CET (in respect of the First Intraday Call), between 15.55 CET and 16.25 CET (in respect of the Second Intraday Call) and by 20.00 CET.

(C) **TIW Operations File**

Timing: published by LCH SA on each Business Day between 11.55 CET and 12.25 CET (in respect of the First Intraday Call), between 15.55 CET and 16.25 CET (in respect of the Second Intraday Call) and by 20.00 CET.

(ii) **Risk management reports**

(A) **Margin Requirements Results File**

Timing: published by LCH SA on each Business Day between 10.55 CET and 11.25 CET (in respect of the First Intraday Call), between 14.55 CET and 15.25 CET (in respect of the Second Intraday Call), and by 20.00 CET.

At these times, LCH SA will provide two Margin Requirements Results Files to each relevant Clearing Member:

- (i) the first Margin Requirements Results File will contain details of the calculation relating to the Margin required to be posted in relation to the Portfolio File described in paragraph 5.16(c)(ii)(B) below in respect of the Open Positions recorded in the House Margin Account,

on the basis of the relevant Clearing Member's Open Positions between 11:00 and 12:00 CET on that Business Day;

- (ii) the second Margin Requirements Results File will contain details of the calculation relating to the Margin required to be posted in relation to the Portfolio File described in paragraph 5.16(c)(ii)(B) below in respect of the Open Positions registered in each Client Margin Account which is calculated based on the Clearing Member's Open Positions at about 11.30 CET on that Business Day.

and in each case an indicator of whether such Margin Requirement Results File has been used for the purposes of the applicable Intraday Call.

(B) **Portfolio Files**

Description: the Portfolio File specifies, for each Margin Account, all the Open Positions of the Clearing Member and the positions corresponding to Eligible Transactions pre-registered in the Account Structure of the relevant Clearing Member that have been entered for the purpose of calculating the Margin which is required to be posted in relation to such Margin Account.

Timing: published by LCH SA on each Business Day between 11.55 CET and 12.25 CET (in respect of the First Intraday Call), between 14.55 CET and 15.25 CET (in respect of the Second Intraday Call), and by 20.00 CET.

(iii) **Collateral management reports**

Description:

- (A) **AC0103E Report**
- (B) **AC0102E Report**
- (C) **AC0110E Report**
- (D) **AC0104E Report**
- (E) **AC0111E Report**
- (F) **AC0112E Report**
- (G) **AC0113E Report**

Timing: the above mentioned reports and files are published by LCH SA on each Business Day between 11.05 CET and 11.20 CET (in respect of the First Intraday Call), and between 15.05 CET and 15.20 CET (in respect of the Second Intraday Call) (the descriptions of the following reports are as set out in Section 5.16(a)(iii), above).

(c) Other daily reports

(i) **Product File**

"**Product File**" means the file described in this paragraph.

Description: the Product File contains the details of all the types of CDS [and Index Swaptions](#) then eligible for clearing in the CDS Clearing System and all the types of CDS [and Index Swaptions](#) which have ceased to be eligible for clearing within the period commencing 60 Clearing Days prior to the date of publication of the relevant Product File and ending on the date of publication of such Product File.

Timing: published by LCH SA on each Business Day by 21.00 CET. For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Product File will be published.

(ii) **Open Interest Report**

"**Open Interest Report**" means the report described in this paragraph.

Description: the Open Interest Report is a public report which contains the open interest per CDS Type [and per Index Swaption Type](#) registered in the CDS Clearing System. The open interest is calculated to be the sum of the net notional amounts for all Clearing Members who are net CDS Buyers for each CDS Type- [or net Index Swaption Buyers for each Swaption Type](#).

Timing: published by LCH SA (i) between 09.15 CET and 09.30 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Open Interest Report will be published.

(iii) **Cross Trades Report**

"**Cross Trades Report**" means the reports described in this paragraph.

Description: the Cross Trades Report contains details of those cross trades which are required to be executed by a Clearing Member in accordance with Paragraph 5.18.5.

Timing: published by LCH SA by 18.30 CET on each Clearing Day.

Where a Cross Trade Report is published on a Clearing Day that:

(a) is not a Firm Day; or

(b) is a Firm Day but, on which, none of the prices provided by the Clearing Member in accordance with Paragraph 5.18.5 result in the creation of cross trades,

then the Cross Trades Report will be published but will not contain any data.

For the avoidance of doubt, on a day that is a Clearing Day on which there is no Real Time Session, the relevant Cross Trades Report will be published.

(iv) **Variation Margin Report**

Description: the Variation Margin Report is generated for each Clearing Member and sets out the detailed components of the calculation relating to the Variation Margin Requirement. The Variation Margin Report is made up of two sub-files: the Variation Margin House File with respect to the House Variation Margin Requirement and the Variation Margin Client File with respect to the Client Variation Margin Requirement for each Client Margin Account. Each of these sub-files specifies:

- with respect to each Cleared Transaction registered in the relevant Account Structure of the relevant Clearing Member, the Variation Margin which shall be paid to LCH SA or, as applicable, received from LCH SA at the same time as the following Morning Call; and
- with respect to each Irrevocable Backloading Transaction pre-registered in the relevant Account Structure of the relevant Clearing Member, the Variation Margin which shall be paid to LCH SA or, as applicable, received from LCH SA at the same time as the following First Intraday Call, provided that such Irrevocable Backloading Transaction is novated following the Morning Call on the relevant Clearing Day.

Timing: published by LCH SA between 02:00 CET and 04:00 CET on each Business Day.

For the avoidance of doubt, on a day that is a Business Day but not a Clearing Day, or on a day that is a Clearing Day on which there is no Real Time Session, the relevant Variation Margin Report will be published.

(d) Monthly reports

(i) **AC0101E Report**

"**AC0101E Report**" means the report described in this paragraph.

(A) **Invoicing Cash Call Report**

"**Invoicing Cash Call Report**" means the section of the AC0101E Report described in this paragraph.

LCH SA will send the Invoicing Cash Call Report to each Clearing Member on the tenth Clearing Day of the month, listing the references and amounts of the invoices relating to the CDS Clearing System. Once available, this information is also set out as a specific line item in the CDS Global Cash Call Document.

(ii) **AC0106E Report**

"**AC0106E Report**" means the report described in this paragraph.

(A) **Interest Report**

"**Interest Report**" means the section of the AC0106E Report described in this paragraph.

LCH SA will send the Interest Report to each Clearing Member on the third Clearing Day of each month, containing the global monthly calculation per Margin/Collateral Account and a detailed calculation of interest to be paid to LCH SA, or due from LCH SA, relating to the Collateral transferred by such Clearing Member pursuant to Section 3 of the Procedures. The sum of interest is also reported as a specific line in the CDS Global Cash Call Document.

(iii) **AC0126E Report**

"**AC0126E Report**" means the report described in this paragraph.

(A) **Interest Scales Report Section**

"**Interest Scales Report**" means the section of the AC0126E Report described in this paragraph.

LCH SA will send the Interest Scales Report to each Clearing Member on the third Clearing Day of each month, containing the detail of the daily calculation of interest and fees for each Margin Account, including for each date, the amount of allocated collateral and applied daily rate.

(iv) **AC0129E Report**

"**AC0129E Report**" means the report described in this paragraph.

(A) **CDS Default Fund Contribution**

"**CDS Default Fund Contribution**" means the section of the AC0129E Report described in this paragraph.

LCH SA will send the CDS Default Fund Contribution to each Clearing Member on the fourth Business Day of the month, setting out the new calculation of

such Clearing Member's monthly contribution to the CDS Default Fund for the next period.

This new contribution is also reported in the CDS Default Fund Cash Call Document.

(v) **AC0105E Report**

"**AC0105E Report**" means the report described in this paragraph.

(A) **Monthly Accounting Notes Report**

"**Monthly Accounting Notes Report**" means the section of the AC0105E Report described in this paragraph.

LCH SA will send the Monthly Accounting Notes Report to each Clearing Member on the first Clearing Day of each month detailing all accounting operations recorded in LCH SA's book for the relevant Clearing Member during the month in accordance with its profile (market, sub-account, collateral, etc.

Each AC0105E Report is sent with the CDS Global Cash Call Document.

(vi) **Billing and Invoicing Reports**

"**Billing and Invoicing Report**" means the report described in this paragraph.

LCH SA will send to each Clearing Member a CDS Billing and Invoicing Report on a monthly basis.

(e) **Collateral Holding Report**

"**Collateral Holding Report**" means the report described in this paragraph.

Euroclear Bank SA/NV will provide LCH SA and each Clearing Member with a Collateral Holding Report via SWIFT each time there is a movement on the pledged securities account contemplated by paragraph 3.13 of Section 3 of the Procedures (the "**Pledged Account**") on a Business Day. Such report will include: (i) details of the Eligible Collateral held in the Pledged Account; (ii) the ISIN code(s) of the relevant Eligible Collateral, if applicable; and (iii) the outstanding principal amount of the relevant Eligible Collateral. LCH SA shall grant Clearing Members simultaneous access to each such Collateral Holding Report via Euclid PC between 05.00 CET and 20.00 CET on each Business Day.

(f) Compression Results File

"**Compression Results File**" means the report described in this paragraph.

Description: A Compression Results File will contain confirmation of the details of the resultant compressed trades that have been created following the submission of an ad-hoc compression request by a Clearing Member.

Timing: Shortly after a Clearing Member submits an ad-hoc compression request in accordance with paragraph 5.5(a) above, LCH SA will publish a Compression Results File in respect of such request.

5.17 REGULATORY REPORTING

(a) Reporting obligation under EMIR

Pursuant to EMIR, LCH SA will report the details of any Cleared Transaction subject to the reporting obligation in accordance with EMIR Article 9.1 to a trade repository duly registered or recognised in accordance with EMIR. For this purpose, LCH SA will be using UnaVista Ltd as a trade repository ("**UnaVista**").

LCH SA will not report the details of any Cleared Transaction on behalf of the relevant Clearing Member and/or its Clients.

The details of any Cleared Transaction and any modification (including any correction of errors or inconsistencies contained in a report) or termination of such Cleared Transaction shall be reported to UnaVista no later than the Business Day following the day of occurrence of the event triggering the obligation to report pursuant to EMIR.

For the purpose of the above reporting, LCH SA will generate a Unique Trade ID ("**UTI**") to identify a Cleared Transaction and will communicate such UTI to the relevant Clearing Members in due time. Such UTI will be used from the creation of the Cleared Transaction until its termination.

(b) Reporting obligation under CFTC Regulations Part 45

Pursuant to CFTC Regulations Part 45, LCH SA will send reports to a Swap Data Repository ("**SDR**"). For this purpose LCH SA will be using DTCC Data Repository (U.S.) LLC ("**DDR**") as an SDR.

The reporting to DDR will include creation data, continuation data and valuation data on any relevant Cleared Transaction as described below and according to the below timing:

1. Creation data: any creation of a Cleared Transaction as a result of the novation process will be reported by LCH SA to DDR, upon occurrence of registration of

the Cleared Transaction in accordance with Section 3.1.10 of the CDS Clearing Rule Book;

2. Continuation data: information on lifecycle events of the Cleared Transaction, including any termination, compression, credit events will be reported by LCH SA to DDR, upon occurrence of the relevant registration of such event;
3. Valuation data: the value of each relevant Cleared Transaction will be reported on a daily basis by LCH SA to DDR.

For the purpose of the above reporting, LCH SA will use:

- (i) a Unique Swap Identifier (“**USI**”) to identify a Cleared Transaction and such USI will be used from the creation of the Transaction until its termination;
- (ii) the CFTC Interim Compliant Identifier (“**CICI**”) of each Party to the Transaction.

5.18 END OF DAY PRICE CONTRIBUTION

References to times and deadlines in this paragraph 5.18 are to London local time (being Greenwich Mean Time (GMT) or British Summer Time (BST) as applicable).

5.18.1 Market Data submission

LCH SA has appointed the Index Publisher to be a Third Party Data Aggregator for the purposes of the CDS Admission Agreement.

On each Price Contribution Day, LCH SA will request the Index Publisher to obtain Market Data from each Price Contribution Participant for CDS [and Index Swaptions](#) in respect of which they have Open Positions.

Price Contribution Participants are required to submit Market Data between 16.30 and 16.35 on each Price Contribution Day.

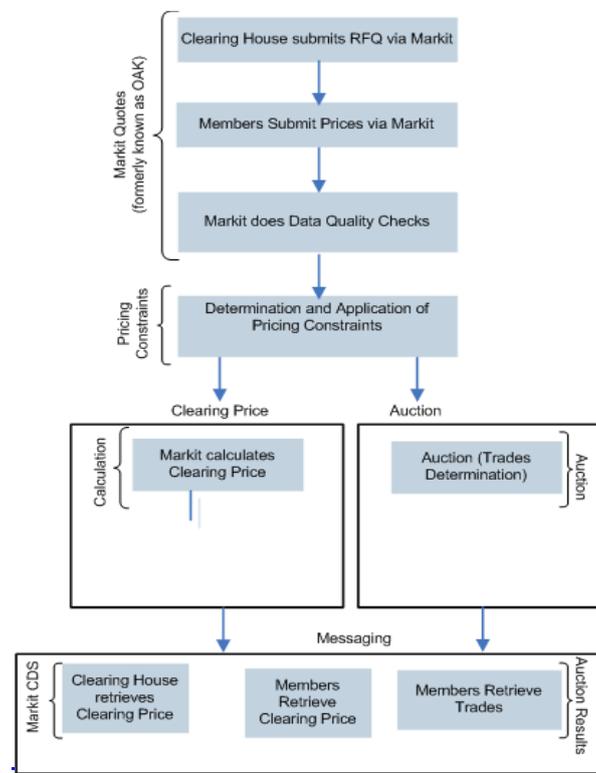
If a Clearing Member wishes to appoint a Price Contribution Delegate, it shall first obtain the prior approval of LCH SA. For that purpose, the relevant Clearing Member shall contact LCH SA’s CDSClear Business Development & Relationship Management team (cdsclearbusinessdevrm@lch.com, +44 (0) 203 137 4516) and shall provide such information as may be required by LCH SA. For the avoidance of doubt, LCH SA has full discretion as to the approval of a Price Contribution Delegate for any Clearing Member.

In accordance with Article 2.2.0.5 of the CDS Clearing Rule Book, a Clearing Member that is a Select Member may decide to receive, or as the case may be, stop receiving the Price Requirement Files (as defined in paragraph 5.18.3 below). For that purpose, the relevant Clearing Member shall contact LCH SA’s CDSClear Business Development & Relationship Management team (cdsclearbusinessdevrm@lch.com, +44 (0) 203 137 4516) and shall provide such information as may be required by LCH SA.

5.18.2 Calculation of End of Day Contributed Prices

(a) In respect of CDS

The following diagram illustrates the procedures and flows process for the calculation of the End of Day Contributed Prices-



~~At a high level, in respect of CDS involves the following steps for the Index Publisher, there are effectively 5 steps in the process:~~

- (a) Receipt of Price Contribution Participants' Market Data by the Index Publisher
- (b) Application of bid/ask constraint
 - Selection of Benchmark Instruments
 - Index: Markit iTraxx Europe Main, HiVol, Cross Over, Senior Financials and Markit CDX-NA-IG families of indices eligible for clearing "On the Run" 5yr
 - Single Name: 5 Year Standard Coupon and Currency
 - Observe "High Quality" Dealer Quoted Bid/Ask Spread
 - Observation Window: 14.00 to 16.00

- Definition of Unique Quote: 2 minutes since last seen identical quote
- Quote Market Quality Score of 8 or higher
- Minimum Quoting Dealers: To be set out in a risk notice
- Quoting Dealers: Only Quotes from LCH SA Price Contribution Participants used
- Minimum Unique Quotes: 20 for Indices/10 for Single Name
- Non-Observed Process: 10 day rolling average
 - If the 10 day moving average is used for more than 1 day, the Risk Committee should be notified.
- Fixed Initial Bid/Ask Spread: Used if no 10 Day rolling average available.

(eiii) Determination of clearing price

(eiv) Determination of any cross trades (potential).

(ev) Communication of clearing price

(b) In respect of Index Swaptions

The process for the calculation of End of Day Contributed Prices in respect of Index Swaptions involves the following steps:

(i) Receipt of Price Contribution Participants' Market Data by the Index Publisher

(ii) Communication of Market Data by the Index Publisher to LCH SA

(iii) Application of bid/ask constraint by LCH SA. The bid/ask constraint values are defined by LCH SA and updated from time to time.

(iv) Determination of clearing price by LCH SA

(v) Determination of any cross trades (potential) by LCH SA.

5.18.3 Price submission procedure

Price Contribution Participants should submit Market Data in accordance with the following procedure:

- LCH SA will transmit to the Index Publisher, on a daily basis, the Market Data for Clearing Members with Open Positions in Cleared Transactions;

- Price Contribution Participants will receive price requirement files listing the Open Positions in respect of which they are required to submit Market Data (each a “**Price Requirement File**”);
- The Price Requirement Files will be available from the Index Publisher’s website for download daily between 14.30 and 15.00;
- Price Contribution Participants upload Market Data submissions to the Index Publisher for the Cleared Transactions listed in the Price Requirement File between 16.00 and 16.35;
- Market Data can be re-submitted during this time; where a Price Contribution Participant does this the latest submitted Market Data will be taken into account by the Index Publisher;
- Market Data should be supplied via a Markit spreadsheet or a Markit API;
- Price Contribution Participants’ Market Data submission can either be Bid/Ask pairs or Mids;
- The Index Publisher carries out real time checks on the data submitted to take account of fat-fingering, invalid reference data, etc. A validation log will be available to Price Contribution Participants for erroneous submissions/warnings.

5.18.4 Use of composite spreads/prices

To the extent LCH SA has not received End of Day Contributed Prices [in respect of CDS or Market Data in respect of Index Swaptions](#) from the Index Publisher by 17:15 it will use:

(a) With respect to Index Cleared Transactions, composite prices/spreads for the purposes of calculating the Variation Margin Requirement for each Margin Account of a Clearing Member on the next following Business Day;

(b) With respect to Single Names Cleared Transactions, a computation of end of day contributed spreads and composite spreads for the purpose of calculating the Variation Margin Requirement for each Margin Account of a Clearing Member on the next following Business Day; [and](#)

[\(c\) With respect to Index Swaption Cleared Transactions, a computation of end of day contributed spreads and composite spreads for the purpose of calculating the Variation Margin Requirement for each Margin Account of a Clearing Member on the next following Business Day.](#)

in accordance with Article 4.2.7.1 of the CDS Clearing Rule Book.

5.18.5 Trade crossing

In order to validate the Market Data submitted by Price Contribution Participants in accordance with this Paragraph 5.18, LCH SA shall require Price Contribution Participants to undertake trade crossing in accordance with Article 4.2.7.7 of the CDS Clearing Rule Book.

For the avoidance of doubt, in respect of Price Contribution Participants that are Select Members, or as the case may be their Price Contribution Delegates, paragraph 5.18.5 shall only apply to them in respect of Market Data that they have submitted.

(a) Firm Days

LCH SA shall determine a number of "Firm Days" being the last Clearing Day of each quarter and 30 other Clearing Days in any calendar year chosen at LCH SA's sole discretion, and shall communicate such Firm Days to Price Contribution Participants promptly after the closure of the submission window at 16:35 on each such Firm Day.

(b) Determination of cross trades

(i) CDS

The Index Publisher will inform LCH SA on each Price Contribution Day where prices submitted by Price Contribution Participants in accordance with this Paragraph 5.18 do not reflect the quoted daily spread for a particular CDS. On each Firm Day, Price Contribution Participants whose price(s) do not reflect the quoted daily spread for a particular CDS on such Firm Day will be required to execute a CDS with another Price Contribution Participant on pre-determined terms, as set out in Paragraph 5.18.5(c)(i) below. CDS must be executed by a Price Contribution Participant prior to End of Day on the Price Contribution Day following the relevant Firm Day.

(ii) Index Swaption

On each Price Contribution Day LCH SA will identify where prices submitted by Price Contribution Participants in accordance with this Paragraph 5.18 do not reflect the quoted daily price for a particular Index Swaption. On each Firm Day, Price Contribution Participants whose price(s) do not reflect the quoted daily price for a particular Index Swaption on such Firm Day will be required to execute a "Delta Hedged Swaption Package" being an Index Swaption and a CDS referencing an eligible Index Version to hedge the Index Swaption delta, with another Price Contribution Participant on pre-determined terms, as set out in Paragraph 5.18.5(c)(ii) below. The Delta Hedged Swaption Package must be executed by a Price Contribution Participant prior to End of Day on the Price Contribution Day following the relevant Firm Day.

(c) Terms of cross trades

LCH SA shall notify the relevant Price Contribution Participant of the following required CDS or Delta Hedged Swaption Package terms by issuing a Cross Trade Report in accordance with Paragraph 5.16(c)(iii) above:

(i) For CDS:

- Index Version or Reference Entity as applicable
- Red code
- Original Notional Amount or Floating Rate Payer Calculation Amount as applicable
- Currency
- Fixed Rate
- Fixed Rate Payer
- Floating Rate Payer
- Scheduled Termination Date
- applicable ISDA Credit Derivatives Definitions
- Initial Payment Amount
- Initial Payment Payer
- Initial Payment Receiver
- Transaction Type

(ii) For Delta Hedged Swaption Package:

- In respect of the Index Swaption:
 - Swaption Type
 - Swaption Strike
 - Expiration Date
 - Swaption Buyer
 - Swaption Seller
 - Premium
 - Index Version of the Underlying Index Transaction
 - Red Code of the Underlying Index Transaction
 - Scheduled Termination Date of the Underlying Index Transaction
 - Original Notional Amount of the Underlying Index Transaction
 - Currency of the Underlying Index Transaction
- In respect of the CDS referencing an eligible Index Version to hedge the Index Swaption delta:
 - Original Notional Amount
 - Initial Payment Amount

(d) Notification of execution

Price Contribution Participants required to execute cross trades in accordance with this Paragraph 5.18.5 must provide LCH SA with the DTCC trade reference identifier⁵ (TRI) before End of Day on the Clearing Day following the relevant Firm Day by emailing this to LCH SA's Operations department at cdsclear.ops@lch.com.

5.18.6 Failure to submit prices

In the event that a General Member or as the case may be its Price Contribution Delegate, does not submit prices to the Index Publisher in accordance with paragraph 5.18.3, LCH SA shall be permitted to invoke Disciplinary Proceedings in respect of the General Member, or as the case may be, the affiliated General Member for which such Price Contribution Delegate acts, in accordance with Section 8 of the Procedures.

In circumstances where a failure to provide prices in accordance with paragraph 5.18 is the only breach by that General Member, or as the case may be, the affiliated General Member for which such Price Contribution Delegate acts, of its obligations under the CDS Clearing Documentation, LCH SA shall not be permitted to declare an Event of Default in respect of that General Member, or as the case may be, the affiliated General Member for which such Price Contribution Delegate acts, pursuant to Article 4.3.1.2 of the CDS Clearing Rule Book.

5.18.7 Failure to execute cross trades

In the event that a Price Contribution Participant does not execute cross trades in accordance with paragraph 5.18.5, LCH SA shall be permitted to invoke Disciplinary Proceedings in respect of that Price Contribution Participant, or as the case may be, the affiliated Clearing Member for which such Price Contribution Participant acts, in accordance with Section 8 of the Procedures.

In circumstances where a failure to execute cross trades in accordance with paragraph 5.18 is the only breach by that Price Contribution Participant, or as the case may be, the affiliated Clearing Member for which such Price Contribution Participant acts, of its obligations under the CDS Clearing Documentation, LCH SA shall not be permitted to declare an Event of Default in respect of that Price Contribution Participant, or as the case may be, the affiliated Clearing Member for which such Price Contribution Participant acts, pursuant to Article 4.3.1.2 of the CDS Clearing Rule Book.

APPENDIX 1

CLIENT – PARTIAL TRANSFER FORM

|  | <p>CLIENT - PARTIAL TRANSFER FORM</p> <p style="text-align: right;">V.[]:[] 20[]</p> | | | | | | | | | | | | |
|--|--|--------------|---------------------------------------|--|--|--|--|--|--|--|--|--|--|
| <p><i>Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein</i></p> | | | | | | | | | | | | | |
| <p>To: LCH SA</p> | | | | | | | | | | | | | |
| <p>From: Receiving Clearing Member</p> | | | | | | | | | | | | | |
| <p>Date:</p> | | | | | | | | | | | | | |
| <p>We,[insert name of Receiving Clearing Member] (the "Receiving Clearing Member") have received a request from..... [insert name of transferring Client] (the "Client") to transfer (i) in the case of a Client which is either a CCM Individual Segregated Account Client or an FCM Client, part of its portfolio of Client Cleared Transactions registered in the relevant Client Account Structure; and (ii) in the case of a Client which is a CCM Omnibus Segregated Account Client, part or all of its portfolio of Client Cleared Transactions registered in the relevant Client Account Structure, from[insert name of Carrying Clearing Member] to us. We hereby request the transfer of the Client Cleared Transactions as identified below pursuant to Article 5.3.3.1, 5.3.3.2, Article 5.3.3.3, Article 5.3.3.4 or 6.3.3.1, as applicable, of the CDS Clearing Rule Book and Section 5 of the Procedures.</p> | | | | | | | | | | | | | |
| <p>6. Please insert the LCH trade IDs of the transferring Client Cleared Transactions, using the Schedule below:</p> | | | | | | | | | | | | | |
| <p>7. <i>**Please insert the LCH trade ID and Approved Trade Source System ID of the transferring Client Cleared Transactions.</i></p> | | | | | | | | | | | | | |
| <p>8. <i>**Please append a list of additional Client Cleared Transactions to this form, if required</i></p> | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 50%; padding: 5px;">LCH Trade ID</th> <th style="width: 50%; padding: 5px;">Approved Trade Source System Trade ID</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td></tr> </tbody> </table> | | LCH Trade ID | Approved Trade Source System Trade ID | | | | | | | | | | |
| LCH Trade ID | Approved Trade Source System Trade ID | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

| | |
|--|--|
| | |
| | |
| | |

Signatories for and on behalf of the Receiving Clearing Member:

We acknowledge and confirm the above and are authorised to sign for and on behalf of the Receiving Clearing Member

1.

| | | | |
|------------------------|-------|----------|-------|
| _____ | _____ | _____ | _____ |
| (Authorised Signatory) | Name | Position | Date |

2.

| | | | |
|------------------------|-------|----------|-------|
| _____ | _____ | _____ | _____ |
| (Authorised Signatory) | Name | Position | Date |

Signatories for and on behalf of the transferring Client:

To: Receiving Clearing Member

We acknowledge and confirm:

- i. the request to transfer as detailed above;
- ii. that LCH SA will contact our Carrying Clearing Member in relation to this transfer and will disclose our identity to such Carrying Clearing Member;
- iii. that, in accordance with LCH SA's CDS Clearing Rule Book, LCH SA is entitled to rely conclusively on the instructions and information received from the Receiving Clearing Member and the Carrying Clearing Member and shall have no liability or responsibility therefor;
- iv. that the transfer detailed above may require that additional Collateral be provided to LCH SA in satisfaction of an increased Margin Requirement (and/or by us to the Receiving Clearing Member listed above and/or by us to our Carrying Clearing Member), and that LCH SA is not required to effect the transfer if it has not received adequate Collateral in respect of the transfer or if any of the other conditions set forth in LCH SA's CDS Clearing Rule Book applicable to the transfer are unsatisfied;
- v. that in order for the transfer detailed above to be effected, we will be required to satisfy any requirements as between ourselves and the Carrying Clearing Member at the time of, or arising as a result of, such transfer, to the extent LCH SA's CDS Clearing Rule Book states that such requirements must be satisfied in order for the transfer to be effected, including, without limitation, any outstanding obligations that are due and payable to the Carrying Clearing Member at the time of, or arising as a result of, such transfer, as provided for in Article 5.3.3.1(vi), 5.3.3.2(v), Article 5.3.3.3 (v) or Article 5.3.3.4 (v), as applicable, of the CDS Clearing Rule Book; and
- vi. that we are authorised to make these acknowledgements and confirmations and do so on behalf of the Client listed above in accordance with Section 5.3.3 or 6.3.3, as applicable, of the CDS Clearing Rule Book.

For and on behalf of the Client:

| | |
|---|----------------------|
| Authorised signatory | Authorised signatory |
| Date | Date |
| <p>All forms should be returned to LCH SA for the attention of the CDSClear Operations department.</p> <p>Email: CDSClear.ops@LCH.com</p> <p>Telephone: + 33 1 70 37 42 24</p> <p>LCH SA - CDSClear Operations department 18, rue du Quatre Septembre 75002 Paris</p> | |

APPENDIX 2

PART A: CCM INDIVIDUAL SEGREGATED ACCOUNT CLIENT – FULL TRANSFER FORM

| | |
|--|--|
|  | CCM CLIENT - FULL TRANSFER FORM |
| V.[]:[] 20[] | |
| <i>Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein</i> | |
| To: LCH SA | |
| From: Receiving Clearing Member | |
| Date: | |
| <p>(a) We,[insert name of Receiving Clearing Member] (the “Receiving Clearing Member”) have received a request from..... [insert name of transferring Client] (the “Client”) to transfer its entire portfolio of Client Cleared Transactions registered in the relevant [[insert [CCM Direct Client Segregated Account Structure] [and/or]* [CCM Indirect Client Segregated Account Structure]*] from [insert name of Carrying Clearing Member] to us. We hereby request the transfer of all Client Cleared Transactions registered in the name of the Carrying Clearing Member on behalf of the relevant Client pursuant to Article 5.3.2.1 of the CDS Clearing Rule Book (as applicable) and the Procedures.</p> <p style="text-align: right;">* Delete as appropriate</p> | |
| Please insert: | |
| Name of Carrying Clearing Member: | |
| in order to enable LCH SA to identify the Client Cleared Transactions that are to be transferred. | |
| Please tick the relevant box below to confirm whether the Client wishes to transfer the Client Assets in accordance with Article 5.3.2.2 of the CDS Clearing Rule Book (as applicable). | |
| <input type="checkbox"/> The Client wishes to transfer Client Assets | |

The Client does NOT wish to transfer Client Assets

Signatories for and on behalf of the Receiving Clearing Member:

We acknowledge and confirm the above and are authorised to sign for and on behalf of the Receiving Clearing Member

1. _____
(Authorised Signatory) Name Position date
2. _____
(Authorised Signatory) Name Position date

Signatories for and on behalf of the transferring Client:

To: Receiving Clearing Member

We acknowledge and confirm:

- i. the request to transfer as detailed herein;
 - ii. that our Carrying Clearing Member shall not be permitted to register additional Cleared Transactions on our behalf during the period commencing at the end of the CDS Clearing Services operating hours on the day on which it received notice that a Client Full Transfer Form has been received and ending at the time at which the relevant transfer (including the transfer of the relevant Client Assets, if applicable) is actually effected or is rejected;
 - iii. that LCH SA will contact our Carrying Clearing Member in relation to this transfer and will disclose our identity to such Carrying Clearing Member;
 - iv. that, in accordance with LCH SA's CDS Clearing Rule Book, LCH SA is entitled to rely conclusively on the instructions and information received from the Receiving Clearing Member and the Carrying Clearing Member and shall have no liability or responsibility therefore;
 - v. that the transfer detailed above may require that additional Collateral be provided to LCH SA to satisfy an increased Margin Requirement (and/or by us to the Receiving Clearing Member) even where Client Assets are transferred, and that LCH SA is not required to effect the transfer if it has not received adequate Collateral in respect of the transfer or if any of the other conditions set forth in LCH SA's CDS Clearing Rule Book applicable to the transfer are unsatisfied;
 - vi. in order for the transfer detailed above to be effected, we will be required to satisfy any requirements as between ourselves and the Carrying Clearing Member at the time of, or arising as a result of, such transfer, to the extent LCH SA's CDS Clearing Rule Book states that such requirements must be satisfied in order for the transfer to be effected, including, without limitation, any outstanding obligations that are due and payable to the Carrying Clearing Member at the time of, or arising as a result of, such transfer, as provided for in Article 5.3.2.1(vii) of the CDS Clearing Rule Book (as applicable);
 - vii. that we are authorised to make these acknowledgements and confirmations and do so on behalf of the Client listed above in accordance with the Section 5.3.2 of the CDS Clearing Rule Book.
- For and on behalf of the Client:

| | |
|----------------------|----------------------|
| Authorised signatory | Authorised signatory |
| _____ | _____ |
| Date | Date |
| _____ | _____ |

All forms should be returned to LCH SA for the attention of the CDSClear Operations department.

Email: CDSClear.ops@LCH.com

Telephone: + 33 1 70 37 42 24

LCH SA - CDSClear Operations department
18, rue du Quatre Septembre
75002 Paris

PART B: CCM OMNIBUS SEGREGATED ACCOUNT CLIENT – FULL TRANSFER FORM

| | |
|--|--|
|  <p>The Markets' Partner</p> | <p>CCM CLIENT - FULL TRANSFER FORM</p> <p style="text-align: right;">V.[]:[] 20[]</p> <p style="text-align: center;"><i>Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein</i></p> <p>To: LCH SA</p> <p>From: Receiving Clearing Member</p> <p>Date:</p> |
| <p>We, [insert name of Receiving Clearing Member] (the "Receiving Clearing Member") have received a request from..... [insert name of all the CCM Omnibus Segregated Account Clients within a CCM Omnibus Client Set] (the "Clients") to transfer their entire portfolio of Client Cleared Transactions registered in the relevant CCM Client Account Structure from [insert name of Carrying Clearing Member] to us. We hereby request the transfer of all Client Cleared Transactions registered in the name of the Carrying Clearing Member on behalf of the relevant Clients pursuant to Article 5.3.2.1 of the CDS Clearing Rule Book (as applicable) and the Procedures.</p> | |
| <p>Please insert:</p> <p>Name of Carrying Clearing Member:</p> <p>in order to enable LCH SA to identify the Client Cleared Transactions that are to be transferred.</p> <p>Please tick the relevant box below to confirm whether the Clients wish to transfer the Client Assets in accordance with Article 5.3.2.2 of the CDS Clearing Rule Book (as applicable).</p> <p><input type="checkbox"/> The Clients wish to transfer Client Assets</p> <p><input type="checkbox"/> The Clients do NOT wish to transfer Client Assets</p> | |
| <p>Signatories for and on behalf of the Receiving Clearing Member:</p> <p>We acknowledge and confirm the above and are authorised to sign for and on behalf of the Receiving Clearing Member</p> <p>1.</p> | |

| (Authorised Signatory) | Name | Position | date |
|------------------------|------|----------|------|
| 2. | | | |
| (Authorised Signatory) | Name | Position | date |

Signatories for and on behalf of the transferring CCM Omnibus Segregated Account Clients:

To: Receiving Clearing Member

We acknowledge and confirm:

- i. the request to transfer as detailed herein;
- ii. that our Carrying Clearing Member shall not be permitted to register additional Cleared Transactions on our behalf during the period commencing at the end of the CDS Clearing Services operating hours on the day on which it received notice that a Client Full Transfer Form has been received and ending at the time at which the relevant transfer (including the transfer of the relevant Client Assets, if applicable) is actually effected or is rejected;
- iii. that LCH SA will contact our Carrying Clearing Member in relation to this transfer and will disclose our identity to such Carrying Clearing Member;
- iv. that, in accordance with LCH SA's CDS Clearing Rule Book, LCH SA is entitled to rely conclusively on the instructions and information received from the Receiving Clearing Member and the Carrying Clearing Member and shall have no liability or responsibility therefore;
- v. that the transfer detailed above may require that additional Collateral be provided to LCH SA to satisfy an increased Margin Requirement (and/or by us to the Receiving Clearing Member) even where Client Assets are transferred, and that LCH SA is not required to effect the transfer if it has not received adequate Collateral in respect of the transfer or if any of the other conditions set forth in LCH SA's CDS Clearing Rule Book applicable to the transfer are unsatisfied;
- vi. in order for the transfer detailed above to be effected, we will be required to satisfy any requirements as between ourselves and the Carrying Clearing Member at the time of, or arising as a result of, such transfer, to the extent LCH SA's CDS Clearing Rule Book states that such requirements must be satisfied in order for the transfer to be effected, including, without limitation, any outstanding obligations that are due and payable to the Carrying Clearing Member at the time of, or arising as a result of, such transfer, as provided for in Article 5.3.2.2(vi) of the CDS Clearing Rule Book (as applicable);
- vii. that we are authorised to make these acknowledgements and confirmations and do so on behalf of the Client listed above in accordance with the Section 5.3.2 of the CDS Clearing Rule Book.

For and on behalf of the Clients:

| | |
|----------------------------|----------------------------|
| <hr/> Authorised signatory | <hr/> Authorised signatory |
| <hr/> Date | <hr/> Date |

| | |
|-------------------------------|-------------------------------|
| _____ Authorised signatory | _____ Authorised signatory |
| _____ Date | _____ Date |
| _____ Authorised signatory | _____ Authorised signatory |
| _____ Date | _____ Date |
| _____ Authorised signatory | _____ Authorised signatory |
| _____ Date | _____ Date |

All forms should be returned to LCH SA for the attention of the CDSClear Operations department.

Email: CDSClear.ops@LCH.com

Telephone: + 33 1 70 37 42 24

LCH SA - CDSClear Operations department
18, rue du Quatre Septembre
75002 Paris

PART C: FCM CLIENT- FULL TRANSFER FORM

| | | |
|---|---------------------------|--|
|  | The Markets' Partner | FCM CLIENT - FULL TRANSFER FORM |
| V.[]:[] 20[] | | |
| <i>Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein</i> | | |
| To: | LCH SA | |
| From: | Receiving Clearing Member | |
| Date: | | |
| We,[insert name of Receiving Clearing Member] (the "Receiving Clearing Member") have received a request from..... [insert name of transferring Client] (the "Client") to transfer its entire portfolio of Client Cleared Transactions registered in the relevant FCM Client Account Structure from [insert name of Carrying Clearing Member] to us. We hereby request the transfer of all Client Cleared Transactions registered in the name of the Carrying Clearing Member on behalf of the relevant Client pursuant to Article 6.3.2.1 of the CDS Clearing Rule Book (as applicable) and the Procedures. | | |
| Please insert: Name of Carrying Clearing Member: | | |
| in order to enable LCH SA to identify the Client Cleared Transactions that are to be transferred. | | |
| Please tick the relevant box below to confirm whether the Client wishes to transfer the Client Assets in accordance with Article 6.3.2.1 of the CDS Clearing Rule Book (as applicable). | | |
| <input type="checkbox"/> The Client wishes to transfer Client Assets <input type="checkbox"/> The Client does NOT wish to transfer Client Assets | | |
| Signatories for and on behalf of the Receiving Clearing Member: | | |
| We acknowledge and confirm the above and are authorised to sign for and on behalf of the Receiving Clearing Member | | |
| 1. | _____ | _____ |
| (Authorised Signatory) | Name | Position |
| | _____ | _____ |
| | date | |

2.

(Authorised Signatory)_____
Name_____
Position_____
date**Signatories for and on behalf of the transferring Client:****To:** Receiving Clearing Member

We acknowledge and confirm:

viii. the request to transfer as detailed herein;

ix. that our Carrying Clearing Member shall not be permitted to register additional Cleared Transactions on our behalf during the period commencing at the end of the CDS Clearing Services operating hours on the day on which it received notice that a FCM Client Full Transfer Form has been received and ending at the time at which the relevant transfer (including the transfer of the relevant Client Assets, if applicable) is actually effected or is rejected;

x. that LCH SA will contact our Carrying Clearing Member in relation to this transfer and will disclose our identity to such Carrying Clearing Member;

xi. that, in accordance with LCH SA's CDS Clearing Rule Book, LCH SA is entitled to rely conclusively on the instructions and information received from the Receiving Clearing Member and the Carrying Clearing Member and shall have no liability or responsibility therefore;

xii. that the transfer detailed above may require that additional Collateral be provided to LCH SA to satisfy an increased Margin Requirement (and/or by us to the Receiving Clearing Member) even where Client Assets are transferred, and that LCH SA is not required to effect the transfer if it has not received adequate Collateral in respect of the transfer or if any of the other conditions set forth in LCH SA's CDS Clearing Rule Book applicable to the transfer are unsatisfied;

xiii. that, where we have requested the transfer of Client Assets, (x) we should contact our Carrying Clearing Member to ensure that they contact LCH SA to identify the correct Client Assets available for transfer, and (y) where our Carrying Clearing Member does not so identify the correct Client Assets available for transfer, LCH SA is permitted to transfer alternative Collateral as it deems appropriate in accordance with LCH SA's CDS Clearing Rule Book;

xiv. that we are authorised to make these acknowledgements and confirmations and do so on behalf of the Client listed above in accordance with the Section 6.3.2 of the CDS Clearing Rule Book.

For and on behalf of the Client:

Authorised signatory_____
Authorised signatory_____
Date_____
Date

All forms should be returned to LCH SA for the attention of CDSClear Operations department.

Email: CDSClear.ops@LCH.com

Telephone: + 33 1 70 37 42 24

LCH SA - CDS Clear Operations department
18, rue du Quatre Septembre
75002 Paris

APPENDIX 3

PART A: CCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM

LCH The Markets' Partner

CCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM

[V]:[]

Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein

To: LCH SA

From: Carrying Clearing Member

Date:

We,[insert name of Carrying Clearing Member] (the "Carrying Clearing Member") have received a request from LCH SA in relation to’s [insert name of transferring Client or Clients] [(the "Client")]/[(the "Clients")]* request to transfer [[its entire]/[part of its/their]*] portfolio of Client Cleared Transactions registered in the relevant CCM Client Account Structure held by us. We are writing to inform you that:

* Delete as appropriate

(Please tick if applicable) [The]/[A]* transferring Client has become insolvent and no Client Cleared Transactions should therefore be transferred in accordance with Articles 5.3.2.1, 5.3.2.2, 5.3.2.3, 5.3.2.4, 5.3.3.1, 5.3.3.2, 5.3.3.3 or 5.3.3.4 of the CDS Clearing Rule Book as applicable.

(Please tick if applicable) If the transferring Client requests to transfer the entire, or a part of, the portfolio of Client Cleared Transactions registered in the relevant CCM Indirect Segregated Account Structure, one or more relevant CCM Indirect Clients have become insolvent and no relevant Client Cleared Transactions should therefore be transferred in accordance with Articles 5.3.2.1 or 5.3.3.1 of the CDS Clearing Rule Book as applicable.

(Please tick if applicable)

[The]/[A]* transferring Client has, or would have as a consequence of the occurrence of the requested transfer, unsatisfied requirements which LCH SA's CDS Clearing Rule Book states must be satisfied in order for the transfer to be effected as between itself and us at the time of, or arising as a result of, such transfer, including, without limitation, outstanding obligations as described in Articles 5.3.2.1(vii), 5.3.2.2(vi), 5.3.2.3(vi), 5.3.2.4(vi), 5.3.3.1(vi), 5.3.3.2(v), 5.3.3.3(v) or 5.3.3.4(v) of the CDS Clearing Rule Book (as applicable) and therefore no Client Cleared Transactions should not be transferred.

(Please tick if applicable)

[This paragraph below is only relevant where the CCM Client is a CCM Gross Omnibus Single Sub-Account Client and has requested the transfer of its entire portfolio of Client Clearing Transactions – if this is not the case, please delete this paragraph]

The transferring Client has requested that Client Assets be transferred and the relevant Client Assets are described in the schedule below.

(Please tick if applicable)

[This paragraph below is only relevant where the CCM Clients are all CCM Gross Omnibus Multi Sub-Account Clients within the same CCM Omnibus Gross Multi Sub-Account Client Set and have requested the transfer of all of their Client Cleared Transactions – if this is not the case, please delete this paragraph]

All of the transferring Clients have requested that Client Assets be transferred and the relevant Client Assets are described in the schedule below.

* Delete as appropriate

[Schedule of Client Assets:]*

(Please tick if applicable)

The Client Assets of the Client[s] consist solely of cash in the following amount and currency:

CASH AMOUNT & CURRENCY

(Please tick if applicable)

The Client Assets of the Client[s] consist of the following cash and non-cash collateral:

CASH AMOUNT & CURRENCY

| ISIN | Notional Value |
|------|----------------|
| | |
| | |
| | |
| | |
| | |
| | |

* Please delete this Schedule if no Client Asset is to be transferred.

All forms should be returned to LCH SA for the attention of the CDSClear Operations department.

Email: CDSClear.ops@LCH.com

Telephone: + 33 1 70 37 42 24

LCH SA - CDSClear Operations department
18, rue du Quatre Septembre
75002 Paris

Signatories for and on behalf of the Carrying Clearing Member:

We acknowledge and confirm the above and that we are authorised to sign for and on behalf of the Carrying Clearing Member:

1.

(Authorised Signatory)

Name

Position

Date

2.

(Authorised Signatory)

Name

Position

Date

PART B : FCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM



FCM CLIENT TRANSFER – CARRYING CLEARING MEMBER RESPONSE FORM

[V]:[]

Terms used in this form are as defined in LCH SA's CDS Clearing Rule Book unless defined herein

To: LCH SA

From: Carrying Clearing Member

Date:

We,[insert name of Carrying Clearing Member] (the "Carrying Clearing Member") have received a request from LCH SA in relation to’s [insert name of transferring Client] (the "Client") request to transfer [[its entire]/[part of its]*] portfolio of Client Cleared Transactions registered in the relevant FCM Client Account Structure held by us. We are writing to inform you that:

* Delete as appropriate

(Please tick if applicable) The transferring FCM Client has become insolvent and no Client Cleared Transactions should therefore be transferred in accordance with Articles 6.3.2.1 or 6.3.3.1 of the CDS Clearing Rule Book as applicable.

(Please tick if applicable) The transferring Client has requested that Client Assets be transferred and the relevant Client Assets are described in the schedule below.

Schedule of Client Assets:

(Please tick if applicable) The Client Assets of the FCM Client consist solely of cash in the following amount and currency:

CASH AMOUNT & CURRENCY

(Please tick if applicable) The Client Assets of the FCM Client consist of the following cash and non-cash collateral:

CASH AMOUNT & CURRENCY

| ISIN | Notional Value |
|------|----------------|
| | |
| | |
| | |
| | |
| | |
| | |

All forms should be returned to LCH SA for the attention of the CDSClear Operations department.

Email: CDSClear.ops@LCH.com

Telephone: + 33 1 70 37 42 24

LCH SA - CDSClear Operations department
18, rue du Quatre Septembre
75002 Paris

Signatories for and on behalf of the Carrying Clearing Member:

We acknowledge and confirm the above and that we are authorised to sign for and on behalf of the Carrying Clearing Member:

1.

| | | | |
|------------------------|------|----------|------|
| (Authorised Signatory) | Name | Position | Date |
|------------------------|------|----------|------|

2.

(Authorised Signatory)

Name

Position

Date

EXHIBIT 5.4

PAGE REDACTED IN ITS ENTIRETY

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**

PAGE REDACTED IN ITS ENTIRETY

**CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT**