CME CLEARING EUROPE LIMITED

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Introduction

These Procedures should be read in conjunction with the Rules. In the event of any conflict between the Rules and these Procedures, the Rules shall take precedence. Capitalised terms that are defined in the Rules shall have the same meaning in these Procedures unless otherwise specified.

Unless otherwise specified, each provision of these Procedures applies to each category of Transaction.
Membership Procedure

1 Introduction

The general requirements of clearing membership are set out in Chapter 3 of the Rules. This Membership Procedure provides further information about certain of those requirements. The Clearing House reserves the right, at its absolute discretion and on the basis of ensuring the risk integrity of clearing arrangements, to establish additional, different or higher requirements for particular applicants or Clearing Members. In some cases this may reflect different categories of clearing membership for different types of Transactions.

2 Application Process

2.1 To apply for membership of the Clearing House, each applicant must complete the application form and submit this along with the supporting documents set out in it to the Risk and Membership Department of the Clearing House. The application form may be obtained by contacting the Risk and Membership Department on 44 (0)20 3379 3100.

2.2 The Risk and Membership Department will review the completed application and request additional information from the applicant where necessary.

2.3 Upon receipt of the completed application, the Risk and Membership Department will submit the application for review and consideration by the Risk Committee, or in the case of an application for IRS Clearing Membership, the IRS Risk Committee. Following this review, the Risk Committee or the IRS Risk Committee, as the case may be, will make a recommendation to the Board of Directors regarding the application for membership. The Board of Directors will then decide whether to grant membership of the Clearing House to the applicant. It is anticipated that the Risk Committee or IRS Risk Committee review will take place within six (6) weeks of receipt of the completed application.

2.4 Applicants will be notified in writing of the determination of the Board of Directors.

3 General Requirements

These are set out in Clearing Rule 3.2.1. The remaining provisions of this Procedure set out further information about the Membership Criteria.

4 Capital Requirements

4.1 Commodity Clearing Members are required to maintain Tier 1 Capital of at least GBP 10 million.
The capital requirement for IRS Clearing Members is scalable depending on the risks posed by an IRS Clearing Member. IRS Clearing Members are required to maintain Tier 1 Capital which is at least the higher of:

(a) EUR 350 million;

(b) equal to 20% (twenty per cent.) of the aggregate Collateral requirement for all of its IRS Accounts; or

(c) such other capital requirement recommended by the IRS Risk Committee and approved by the Clearing House.

In establishing that the minimum capital requirements are met and respected by banks and other Clearing Members authorised and supervised by a Regulatory Authority for financial services (such as the UK Financial Services Authority), the Clearing House will only recognise capital calculated pursuant to the rules and regulations of the primary Regulatory Authority of the Clearing House. For banks and non-bank investment firms, capital is defined as Tier I capital computed according to the capital adequacy requirements using the standards as defined by the FSA. Clearing Members which are banks must also maintain a Total Risk-Based Capital Ratio (Tier I capital plus Tier II capital divided by Total Risk Weighted Assets) of at least 10%. The Clearing House may set additional Capital Requirements.

For Clearing Members not regulated by any Regulatory Authority for financial services, the Clearing House will recognise the equivalent of Tier 1 capital as described in paragraph 4.3 in assessing whether the minimum capital requirement is met. A Clearing Member which is in doubt about this definition should contact the Risk and Membership Department on 44 (0) 20 3379 3100.

On the basis of risk evaluation and at its sole discretion, the Clearing House may require an applicant to maintain capital above the minimum capital requirement and may also require a parental guarantee in support of the applicant.

Prior to the approval of a membership application, each applicant will be assessed against defined levels of creditworthiness, as set out in the Clearing House’s Credit Risk Policy. Applicants which do not meet the required level of creditworthiness will not be accepted as Clearing Members. Clearing Members will also be monitored on an ongoing basis according to the Credit Risk Policy to ensure that they continue to satisfy the relevant financial requirements and remain in good financial health.

Collateral Requirements

Clearing Members must at all times meet the Collateral requirements which are set out in Chapter 6 of the Rules and the Clearing and Settlement Procedure.
6 Contributions

6.1 Commodity Clearing Members must deposit with the Clearing House a Contribution to the Commodity Guarantee Fund. The amount of the Contribution is determined by the Clearing House and re-assessed on at least a quarterly basis. The amount required initially and each quarter is notified to the Commodity Clearing Member. The minimum Contribution for a Commodity Clearing Member is USD 2.5 million.

6.2 IRS Clearing Members must deposit with the Clearing House the IRS contribution to the IRS Guarantee Fund. The amount of the Contribution to the IRS Guarantee Fund is determined by the Clearing House and re-assessed on at least a monthly basis. The minimum Contribution to the IRS Guarantee Fund is EUR 10 million.

6.3 Further details on the Guarantee Funds and Contributions to them are set out in Chapter 7 of the Rules and the Guarantee Funds Procedure.

7 Financial Reporting Requirements

7.1 Clearing Members authorised and supervised by a Regulatory Authority for financial services must submit any and all financial reports that are required to be filed with such Regulatory Authority to the Clearing House unless the Clearing House is able to obtain them directly from such Regulatory Authority. Such financial reports must be filed with the Clearing House within thirty (30) Business Days after such statements are provided to the Clearing Member’s primary Regulatory Authority.

7.2 Clearing Members not regulated by a Regulatory Authority for financial services must submit monthly unaudited financial reports in a form acceptable to the Clearing House. Such financial reports must be filed within fifteen (15) Business Days of each month-end.

7.3 The financial reports must:

(a) demonstrate compliance with the Clearing House’s minimum capital requirements;

(b) demonstrate a Total Risk-Based Capital Ratio of 10%, if applicable;

(c) be presented in English; and

(d) be stated in the currency in which the Clearing Member is legally required to produce its audited financial reports.

7.4 If the information is not included in the financial reports, Clearing Members must also notify the Clearing House of any planned capital withdrawals and subordinated debt maturing within six (6) months of the date of such reports.
8 Financial Statement Filings

8.1 Clearing Members authorised and supervised by a Regulatory Authority for financial services are also required to submit audited financial statements as of the Clearing Member’s financial year-end unless the Clearing House is able to obtain them directly from the Regulatory Authority. Such financial statements must be filed within five (5) Business Days of their submission to the Clearing Member’s primary Regulatory Authority.

8.2 Clearing Members not regulated by a Regulatory Authority for financial services must also submit an audited financial statement as of the Clearing Member’s financial year-end. These annual financial reports must be filed within sixty (60) Business Days of the Clearing Member’s financial year-end.

8.3 Financial statements must:

(a) demonstrate compliance with the Clearing House’s minimum capital requirements;

(b) demonstrate a Total Risk-Based Capital Ratio of 10%, if applicable;

(c) be presented in English; and

(d) be stated in the currency in which the Clearing Member is legally required to produce its audited financial reports.

8.4 The audited financial statements of Clearing Members must include at a minimum the following (or the equivalent in any jurisdiction to the extent applicable):

(a) external auditor’s opinion letter;

(b) statement of financial condition;

(c) statement of income (loss);

(d) statement of cash flows;

(e) statement of changes in ownership equity; and

(f) appropriate footnote disclosures.

9 Disaster Recovery and Business Continuity

9.1 Each Clearing Member is required to have in place adequate disaster recovery and business continuity policies and procedures to enable it to satisfy its obligations under the Rules. It is for each Clearing Member to determine whether these are adequate but the Clearing House would expect, as a minimum, that a Clearing Member’s arrangements:
(a) comply with any requirements or guidance of any applicable Regulatory Authority;

(b) are in line with any relevant industry standards or guidelines;

(c) enable the Clearing Member to satisfy its obligations to the Clearing House even in unforeseen circumstances; and

(d) are tested on a regular basis and improved as necessary on the basis of the test results.

9.2 Each Clearing Member will be required to participate in the Clearing House's testing of its own business continuity arrangements at least once each year. The Clearing House will provide at least four (4) months' notice of any such test, which will usually take place over a weekend.

9.3 Clearing Members are required to notify the Clearing Support Desk of the Clearing House on 44 (0)20 3379 3131 of relevant details in the event that the Clearing Member invokes its business continuity policies and procedures and is likely to require assistance from the Clearing House or if the event is likely to cause disruption to the Clearing Member's ability to satisfy its obligations to the Clearing House.

9.4 Where the Clearing House invokes its own business continuity arrangements, either partially or fully, it shall notify Clearing Members of such via its Website and/or Notice.

(a) The Clearing House operates a number of business continuity arrangements, including system failovers and site recovery. Depending upon the nature of a recovery event the Clearing House may:

(i) extend timings or deadlines as set out in the Rules or these Procedures;

(ii) amend or temporarily suspend margin procedures, including invoking ad hoc margin calls; and/or

(iii) amend the timing for acceptance and novation of Transactions.

(b) The Clearing House shall keep Clearing Members informed of any such events via its Website and/or Notice.

10 IRS Membership Requirements

10.1 IRS Clearing Members must provide the Clearing House with evidence that their firm and its staff have appropriate experience in the IRS market.

10.2 IRS Clearing Members must have the ability and expertise to:

(a) evaluate actual and theoretical market events on portfolio returns on an ex-post or ex-ante basis;
(b) mark Contracts to market on at least a daily basis;

(c) calculate concentration risk and impact on Collateral requirements at the levels of both the IRS Clearing Member and each of its Accounts;

(d) conduct independent daily stress tests based on position and regional concentrations for equities, interest rates, commodities, and foreign exchange asset classes;

(e) conduct independent daily stress tests for IRS Contracts based on the net exposures at Contract, Client and Account levels, assess their risk management protections in the light of the tests, and transmit the results to the Clearing House on request and be able to stress test components of portfolio risk;

(f) undertake risk factor modelling - using historical data to model future behaviour of risk factors including correlation, volatility and optionality;

(g) netting - capacity to run netting rules to calculate overall exposure;

(h) aggregate - roll up data from the position level to the top of the firm;

(i) monitor IRS trading and profit and loss swings;

(j) directly access markets in order to liquidate positions held;

(k) be able to force liquidation of all or parts of clearing-level portfolios, on immediate notice;

(l) construct a bid for a default management auction;

(m) assist with hedging the portfolio of IRS Contracts of a Defaulting IRS Clearing Member and demonstrate ability to execute with multiple participants in the OTC market;

(n) take in a broad portfolio of IRS Contracts and price it in conjunction with the Defaulting IRS Clearing Member auction process;

(o) be able to commit qualified resources for simulated default management exercises that will be run periodically at the Clearing House.

11 Notifications

11.1 A notice or communication given under or in connection with the Rules or any Agreement with the Clearing House shall, unless otherwise specified, be in writing in English and sent by any of the methods set out below to the address specified below. A notice or communication shall be deemed to be given on the date set out below.
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<th>Permitted method</th>
<th>Date on which Notice deemed given</th>
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<tr>
<td>Personal delivery</td>
<td>When left at the relevant Address</td>
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<tr>
<td>Recorded or special delivery, or the nearest local equivalent in the jurisdiction of the sender</td>
<td>Two (2) Business Days after posting</td>
</tr>
<tr>
<td>Recorded or special delivery airmail, or the nearest local equivalent in the jurisdiction of the sender</td>
<td>Six (6) Business Days after posting</td>
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11.2 Notices or communications to the Clearing House should be marked for the attention of the Chief Executive Officer, and sent to the address below.

CME Clearing Europe Limited  
Fourth Floor,  
One New Change,  
London  
EC4M 9AF
Risk Management Procedure

1 Introduction

The Clearing House manages its counterparty and market risk by margining Clearing Members Contracts on a daily and intra-day basis according to the procedures described in this Risk Management Procedure. Risk is further mitigated through the collection and payment of profits and losses as determined through the variation settlement process described in this Risk Management Procedure.

2 Positions and Collateral

Positions recording

2.1 Each Clearing Member may request a Non-Segregated Client Account and as many Client Accounts as it wishes and ask the Clearing House to designate each Client Account as it specifies.

2.2 The Clearing House records the positions in each:

(a) Omnibus Client Account on a gross basis save to the extent the Clearing Member requires the Clearing House to net particular Contracts in accordance with paragraph 2.3; and

(b) House Account, Non-Segregated Client Account and Individual Client Account on a net basis.

2.3 The Clearing Member may require the Clearing House to net positions within an Omnibus Client Account each Business Day provided that the Clearing Member must not require the Clearing House to net positions relating to different Clients.

2.4 Recording positions on a net basis means that long and short positions are automatically set off against one another.

2.5 Notwithstanding paragraph 2.2(b), the Clearing Member may request the Clearing House not to net positions in an Individual Client Account. In this case, the Clearing House will still calculate the Margin Requirement and Variation Requirement for the Individual Client Account on a net basis in accordance with paragraph 2.6(b).

Collateral recording

2.6 Margin Requirement and Variation Requirement are calculated separately for each Account as follows:
(a) for each Omnibus Client Account on a gross basis taking into account any Contracts that have been netted in accordance with paragraph 2.3;

(b) for each Non-Segregated Client Account and Individual Client Account on a net basis; and

(c) for the House Account on a net basis.

2.7 In relation to the Net Settlement Amount, the Clearing House will call at least two amounts from each Clearing Member representing daily Net Settlement Amounts. These relate to:

(a) the House Account; and

(b) all the Clearing Member’s Non-Segregated Client Accounts, Omnibus Client Accounts and Individual Client Accounts.

2.8 The Clearing House calculates the Variation Requirement for Contracts at least twice daily: intra-day and end-of-day. The Variation Requirement consists of a periodic mark-to-market or revaluation of Contracts and the determination of any final settlement amounts. The Variation Requirement also takes account of other amounts payable under the Contracts relating to an Account such as premiums. Under volatile market conditions, the Clearing House will conduct additional Variation Requirement calculations. For further information on the settlement cycles resulting from intra-day and end-of-day calculations, see paragraph 4 of the Clearing and Settlement Procedure.

2.9 To calculate the intra-day Variation Requirement, the Clearing House uses current market prices and applies them to the position data submitted by Clearing Members prior to the relevant time set out on the Website on that Business Day. For the end-of-day Variation Requirement, the Clearing House uses final settlement prices and applies them to the position data submitted by Clearing Members prior to the relevant time set out on the Website.

2.10 The Clearing House uses the Margin Requirement and the Variation Requirement to calculate the Net Settlement Amount for the settlement cycle. The Net Settlement Amount for each Clearing Member is reported to the Clearing Member at the end of each settlement cycle. The Clearing House reserves absolute discretion as to how it calculates the Net Settlement Amount.

IRS netting process

2.11 Contracts (or positions) recorded on IRS Individual Client Accounts and IRS Notional Sub-Accounts may be netted in any of the following ways:

(i) Gross - if this option is selected the Contracts in the relevant Account will not be netted;
(ii) Net - if this option is selected the Contracts in the relevant Account will be netted based on the criteria set out below; or

(iii) Elective Net - if this option is selected the Contracts in the relevant Account will be netted based on the criteria set out below and matching Client reference ID.

IRS Clearing Members must designate the basis on which the Contracts (or positions) are recorded on each of its IRS Individual Client Accounts and IRS Notional Sub-Accounts. IRS Clearing Members may change the designation for any of their Accounts at any time.

The netting process will consider IRS Contracts that have exactly the same economics, although the IRS Contracts may differ in direction and notional amount. For two or more IRS Contracts to be eligible for netting, they must, in addition to being in the same Account that is setup as a netting eligible Account, match in the following criteria:

(a) type of IRS Contract - this is represented by the template identifier USD3L, etc.

(b) effective date - the Clearing House will consider the unadjusted effective date when matching for netting criteria.

(c) maturity date - the Clearing House will consider the unadjusted maturity date when matching for netting criteria.

(d) fixed coupon - the fixed coupon on the IRS Contracts must be the same.

IRS Contracts with stub periods will net provided the start and end date are the same for the stub period for all IRS Contracts eligible for netting. This is in addition to the netting criteria described above.

Partial netting occurs when IRS Contracts in an Account do not fully offset each other and there is remaining notional. In this case all of the IRS Contracts are terminated. A message is sent for a new IRS Contract containing a reference to all of the IRS Contracts that were terminated in the netting process. The new IRS Contract will retain the ID of the oldest IRS Contract in the same direction as that of the remaining notional.

3 IRS Variation Requirement payment flows

3.1 The Clearing House will notify IRS Clearing Members of the closing value of their IRS Contracts on each IRS Account at the end of each Business Day with reference to the NPV or adjusted NPV as defined in the IRS Manual of Operations.

3.2 The Variation Requirement is the difference between the closing values notified to the IRS Clearing Member between consecutive Banking Days.
3.3 On the Business Day prior to the coupon payment date the Variation Requirement will be calculated based on the adjusted NPV. This ensures that the coupon payment and Variation Requirement will net against each other when the cash flows are settled on the coupon payment date.

3.4 On coupon payment value dates the NPV will not take into account coupons that are paid or collected.

4 Margin Model and Parameters

4.1 Notwithstanding the below, at its sole discretion and in accordance with its margining policies, the Clearing House may increase the Margin Requirements for a particular portfolio on the basis of additional risk analysis, for example on the basis of liquidity or concentration concerns.

*Commodity margin model*

4.2 The model used to calculate margin requirements for Commodity Contracts is CME SPAN. The model simulates the effects of changing market conditions and uses tailored options pricing models to determine a portfolio’s overall risk. CME SPAN constructs scenarios of price and volatility changes to estimate the potential loss arising if an entire portfolio must be closed out over a one or more day time horizon. The resulting margin requirement is designed to cover this potential loss at the required confidence level. Additionally, options purchased must be paid in full and therefore the value is added to the account equity. Conversely, the value of options sold is added to the overall margin requirement for the account.

4.3 A number of parameters are specified for each Contract in order for SPAN to simulate portfolio losses. These include:

(a) price scan ranges: in effect, the maximum price movement reasonably likely to occur in each instrument or, for options, in the underlying instrument;

(b) volatility scan ranges: the maximum change reasonably likely to occur in the implied volatility of the price of each option’s underlying instrument;

(c) intra-commodity spreading rates: for evaluating risk among portfolios of closely related contracts within the same product group, such as products with particular patterns of calendar spreads;

(d) inter-commodity spreading rates: for evaluating risk offsets between related products; and

(e) short option minimum rates: to provide coverage for the special situations associated with portfolios of deep out of the money short option positions.
4.4 Parameters used in the calculation of the Margin Requirement are defined by the Clearing House. Parameters are reviewed and updated at least monthly, though ad hoc changes to parameters can be made at the sole discretion of the Clearing House at any time. Margin parameters and changes to margin parameters are published on the Website.

*IRS margin model*

4.5 The model used to calculate Margin Requirement for IRS Contracts in a HVaR model. This model uses exponentially weighted moving average volatility rescaling to determine the margins for a given IRS portfolio, scaling the historical returns based on current forecasted volatility to a measure of volatility realised at the point in time the shock was sampled.

5 **Pricing and Valuation**

5.1 Prices used in valuing Contracts are available to Clearing Members and certain Clients via the Clearing System and the price file available through the following FTP site: ftp.cmeclearingeurope.com.

5.2 The Clearing House makes available to its Clearing Members a tool for simulating Margin Requirement calculations known as PC SPAN for Commodities Contracts and CME Core for IRS Contracts. Clearing Members can request the simulation tool by contacting the Clearing Support Desk of the Clearing House on 44 (0)20 3379 3131.
Clearing and Settlement Procedure

1 Submission of Transactions

1.1 Commodity Transactions may be submitted to the Clearing House through any of the following routes:

(a) the ClearPort GUI and API;

(b) other broker or trade-negotiation platforms; or

(c) directly from Clearing Members to Front End Clearing.

1.2 IRS Transactions may be submitted to the Clearing House through any of the following routes:

(a) the ClearPort API;

(b) any third party vendor approved by the Clearing House from time to time (including MarkitSERV, Bloomberg VCON and TradeWeb);

(c) portfolio migration via Excel; or

(d) from all standard sources including each of Bloomberg VCON, MarkitSERV, TradeWeb and directly from swap execution platforms via API.

1.3 In order to use certain submission routes, the Clearing Member and, in some cases, its Clients and Designated Users (as defined in the User Licence Agreement) may be subject to additional terms and conditions.

1.4 Regardless of Transaction submission route, only Clearing Members which have entered into the User License Agreement authorising the Clearing Member and/or Client to submit Transactions to the Clearing House on its and/or its Designated Users’ behalf are eligible to submit Transactions.

1.5 Clearing Members must confirm with the Clearing House each Designated User which has completed the registration form available on the Website.

2 Clearing System Modules and Infrastructure

The Clearing House utilises a Clearing System comprised of five (5) basic categories of applications:

2.1 Transaction and Position Management Systems
(a) Front-End Clearing: a multi-faceted trade processing module integrated with multiple Transaction matching and affirmation platforms and linked via a real time messaging infrastructure to all Clearing Member back office systems.

(b) The Position Management System: a central application that performs real time valuation and multilateral netting of all Contracts as well as generating the core clearing settlement cycle trade register data files and reports.

(c) Margin Calculation Systems: the Clearing House uses different margin models depending upon the Contract. For Commodity Contracts the Clearing House uses the SPAN Model described in the Risk Management Procedure. For IRS Contracts the Clearing House uses a HVaR model described in the Risk Management Procedure.

(d) Settlement, Banking and Asset Management Systems: the application where all Clearing Member account structures are managed and linked to a Clearing Member’s Settlement Bank Account for the purposes of the Net Settlement Amount cash flows.

(e) Referential Data Modules: these modules include the Clearing House Product, Calendar, Account Registration and Security Administration systems.

2.2 Transaction and Position Management

(a) Upon acceptance for clearing by the Clearing House pursuant to Rule 5.2, a Transaction becomes a Contract. The details of a particular Contract are set out within the following:

(i) the trade confirmation messages to the Clearing Member as generated by the Clearing System;

(ii) the Contract Module which contains the terms of the Transaction except Transaction-specific data: date, price, initial amount, side-of-market (reflected on the trade confirmation message); and

(iii) general terms set out in the Rules.

2.3 Transactions, Contracts, and Positions

(a) Once novated, Transactions give rise to positions in a specific Contract. A position in a Contract is opened by clearing a Transaction entered into as Buyer or Seller and closed by clearing a Transaction in the opposite capacity. With the Clearing House as a central counterparty to each Contract, multilateral position netting is possible. Thus, it does not matter whether the opposite Transaction is entered into with the same counterparty or a different one.

(b) The Contract is made unique within a product family via:
(i) The Product Reference File

This file is published in the late afternoon of each Business Day, and provides complete specifications for all Contracts eligible for clearing the following Business Day.

(ii) The Clearing Product Code

The clearing product code identifies the details of a Contract. This is an alphanumeric value.

(c) The clearing product code is provided in both the product reference file and on each clearing trade confirmation in the ID attribute of the Instrument block.

2.4 Positions

(a) The Position Management module complements the real-time Transaction processing capabilities of Front End Clearing, by providing near real-time tracking on position quantities and money amounts such as Margin Requirement and Variation Requirement of Contracts.

(b) As Transactions clear, and as allocation processing is performed, messages are sent from Front End Clearing to Position Management, which performs the following processing in real time:

(i) updates the Contract position quantities held by Clearing Members; and

(ii) for each such position, performs real-time calculations of the Net Settlement Amount.

(c) Margin calculation shall be calculated in accordance with the Risk Management Procedure.

2.5 Settlement, Banking and Asset Management Systems

(a) The Margin Requirement and the Variation Requirement are major components of the risk management protections of the Clearing House. Collateral is transferred to the Clearing House in respect of Contracts reflected in the Clearing Members’ Accounts. Net Settlement Amounts due and owing to the Clearing House are payable by the Clearing Member through its Settlement Bank in Eligible Cash and may be subsequently substituted with an equal or greater amount of Eligible Securities. Net Settlement Amounts due and owing to the Clearing Member are payable by the Clearing House through the relevant Clearing Member’s Settlement Bank.
The Clearing House calculates the Collateral requirements for Accounts as set out in the Risk Management Procedure. Clearing Members are responsible for meeting Net Settlement Amounts payable to the Clearing House in respect of the Accounts. It is the responsibility of the Clearing Member to collect collateral from Clients, which must be of an amount not less than the amount of Collateral which the Clearing Member is obliged to provide to the Clearing House in respect of the Client’s Transactions and may not necessarily take the same form as such Collateral or to advance credit in respect of the Client of not less than such amount.

3 Notifications in relation to IRS Transactions

3.1 The Clearing House will provide real time notifications to IRS Clearing Members during the straight through processing of IRS Contracts. The details of the notifications that may be provided to IRS Clearing Members are set out in the IRS Manual of Operations.

4 IRS credit limit management

4.1 In addition to the credit checks which must be satisfied under Rules 5.1 and 5.2, IRS Clearing Members may also set credit limits in respect of IRS Transactions on each of their IRS Accounts. If an IRS Clearing Member sets such credit limit on an IRS Account, a Transaction submitted must, in addition to Rules 5.1 and 5.2, satisfy such credit limit before it is accepted or novated by the Clearing House.

4.2 Such IRS Clearing Member set credit limits may be changed in real-time. Only certain persons at the IRS Clearing Member may change the settings. The IRS Clearing Member must inform the Clearing House of who should have such Admin login privileges in relation to the credit limits.

4.3 IRS Clearing Members may also specify persons who should have User login privileges in relation to credit limits. Persons with User login privileges will be able to view IRS Clearing Member set credit limits but will not be able to change such credit limits.

4.4 IRS Clearing Member set credit limits can be set as:

(a) a cap on the gross amount in an IRS Account which does not consider directional or the notional amount in an IRS Account;

(b) a cap on NPV in either a positive or negative direction; or

(c) a cap on the direction amount.

Calculations for any credit limits that are sensitive to market conditions will be based on the most recent curve in the system.
4.5 IRS Clearing Member set credit limits may be set at zero. If any IRS Clearing Member credit limits are set at zero, the Clearing House will, pursuant to Rule 5.1, decline to accept any Transaction in relation to the relevant Account. The IRS Clearing Member may then use the process set out in paragraph 4.7 below.

4.6 IRS Clearing Member set credit limits will be daily limits. For the purposes of the IRS Clearing Member set credit limits each account value will be reset at zero at the start of each Business Day.

4.7 Where the Clearing House declines to accept a Transaction due to the Transaction being in excess of the IRS Clearing Member set credit limit, the IRS Clearing Member who is responsible for the relevant failed submission will be notified of the failure via the CME Clearing API and Front End Clearing (FEC) Deal Management System (DMS) browser based interface. Following the receipt of such notification, the relevant IRS Clearing Member may then grant consent for the failed Transaction to be re-submitted to the Clearing House, such consent will override the IRS Clearing Member set credit limit only in relation to the submission and novation of that Transaction. The Transaction will at all times remain subject to any credit checks imposed by the Clearing House and Chapter 5 of the Rules.

4.8 The IRS Manual of Operations provides details on how to use the credit limit functionality of the Front End Clearing (FEC) Deal Management System (DMS) in relation to IRS Transactions.

4.9 The Clearing House will establish hard limits for each IRS Account. Hard limits are subject to change at any time at the discretion of the Clearing House. IRS Clearing Members will be notified as soon as practicable of any change to the hard limit on any of their IRS Accounts. Any submitted IRS Transaction that is in excess of the hard limit for the relevant Account will be rejected for clearing by the Clearing House. Rejected IRS Transactions remain bi-lateral, non-cleared transactions in accordance with the appropriate legal documentation for bi-lateral over-the-counter transactions.

5 Submission of IRS Transactions through an affirmation platform

5.1 IRS Transaction submission - acceptance of IRS Transactions

IRS Transactions submitted to the Clearing House will, subject to Rules 5.1 and 5.2, be accepted and novated by the Clearing House provided that they are within any credit limits set by the relevant IRS Clearing Member. Where an affirmation platform is used to submit the IRS Transaction, the Clearing House will send a notification that the IRS Transaction has been accepted and novated to the relevant affirmation platform. The Clearing House will also send a confirmation that the IRS Transaction has been accepted and novated to the relevant IRS Clearing Member.
If, pursuant to Rules 5.1 or 5.2, the Clearing House declines an IRS Transaction, received from an affirmation platform, the Clearing House will send a rejection message to the relevant affirmation platform. The rejection notice will indicate the reason for the rejection.

If one side of the IRS Transaction, which represents one half of an underlying bilateral swap, is declined by the Clearing House on the basis that it exceeds any IRS Clearing Member set credit limits for IRS Transactions for the relevant Account, the Clearing House will send a message to the affirmation platform stating that acceptance, of both sides of the IRS Transaction, by the Clearing House is subject to confirmation by the relevant IRS Clearing Member. Upon the Clearing House issuing such notice either side of the IRS Transaction may be withdrawn. If the relevant IRS Clearing Member confirms, in accordance with paragraph 4.7 above, that the IRS Clearing Member set credit limit can be waived and neither side of the IRS Transaction has been withdrawn, the Clearing House will, subject to the Rules 5.1 and 5.2, accept and novate both sides of the IRS Transaction.

If both sides of the IRS Transaction in relation to the underlying bilateral swap are declined by the Clearing House on the basis that they both exceed any IRS Clearing Member set credit limits for IRS Transactions for the relevant Accounts, the Clearing House will send a message to the affirmation platform stating that acceptance of both sides of the IRS Transaction by the Clearing House are subject to confirmation by the relevant IRS Clearing Members. Upon the Clearing House issuing such notice either IRS Transaction may be withdrawn. Provided the IRS Clearing Members confirm, in accordance with paragraph 4.8 above, that the IRS Clearing Member set credit limits can be waived and neither side of the IRS Transaction has been withdrawn, the Clearing House will, subject to Rules 5.1 and 5.2, accept and novate both sides of the IRS Transaction. If the IRS Clearing Members do not issue such confirmations both sides of the IRS Transaction will be rejected by the Clearing House.

Where there is a group of IRS Transactions, subject to agreement by both underlying counterparties, the group of IRS Transactions may be allocated to different IRS Clearing Members for submission as separate sides of an IRS Transaction to the Clearing House. Where each such side of an IRS Transaction is accepted and novated by the Clearing House in accordance with Rules 5.1 and 5.2, paragraph 5.1 above will apply.
Where there is a group of IRS Transactions, subject to agreement by both underlying counterparties, the group of IRS Transactions may be allocated to different IRS Clearing Members for submission as separate sides of an IRS Transaction to the Clearing House. If one of those sides of the IRS Transaction is rejected by the Clearing House, the Clearing House will send a message to the affirmation platform stating that acceptance of that side of the IRS Transaction by the Clearing House is subject to confirmation by the relevant IRS Clearing Member. The Clearing House will also disclose in the notice which group of IRS Transactions the rejection relates to. The IRS Clearing Member for the rejected side of the IRS Transaction may then withdraw or, if the side of the IRS Transaction is confirmed by the relevant IRS Clearing Member, subject to Rules 5.1 and 5.2, it may be accepted and novated by the Clearing House.

**6 IRS portfolio migration via Excel**

6.1 Portfolios of IRS Transactions may be submitted to the Clearing House for direct upload into the position management system from either a third party platform or directly from an IRS Clearing Member.

6.2 An Excel file with a number of IRS Transactions will be treated as one IRS Transaction.

6.3 If a portfolio of IRS Transactions is submitted to the Clearing House via an Excel file the IRS Clearing Member is deemed to consent to the Clearing House accepting any such IRS Transactions that may exceed any relevant IRS Clearing Member set credit limits.

**7 Identification of IRS Transactions**

7.1 Each IRS Transaction is identified with an IRS Clearing Member number, a block ID, a Client Account ID, and the origin, identifying whether it is a Transaction relating to the IRS Clearing Member’s House or Client Account.

**8 IRS Contract quantities and side-of-market**

8.1 The Clearing House adheres to the industry standard convention that the Contract quantity is the notional amount of the Contract. These will typically be round numbers, but the Clearing House will accept any Contract quantity to any integer notional amount. Each IRS Transaction contains information identifying the side of the Transaction, the IRS Clearing Member, the customer account number and the origin.

8.2 The side of market is assigned using the industry standard convention: pay fixed is expressed as a negative notional amount and to receive fixed is expressed as a positive notional amount.
9 IRS coupon payments

9.1 IRS Contracts have two streams of coupon payments:

(i) fixed coupon payments; and

(ii) floating coupon payments.

9.2 The following parameters are used to determine the coupon payments due under IRS Contracts:

(a) accrual period - these are derived from the payment dates for the type of coupon;

(b) day count convention - this is specified in the Contract Specification for each type of Contract;

(c) effective rate - this is the fixed or the floating rate based on the type of coupon payment; and

(d) notional - this is the notional amount specified in the Contract.

9.3 The coupon payment dates are calculated when an IRS Contract is cleared and are notified to the relevant IRS Clearing Member in the confirmation message. The dates are adjusted based on holidays following the ISDA 2006 conventions specified on the relevant Contract Specification.

10 IRS settlement curve

10.1 The Clearing House incorporates an overnight index swap (OIS) methodology for the IRS valuation of settlement prices. For the OIS methodology discounting is calibrated to the IRS structure of the prevailing IRS Clearing Members’ funding/investment instruments.

10.2 USD, EUR and GBP instruments use multi-curve processes which require LIBOR, OIS and Basis Swaps inputs. AUD, CAD, CHF and JPY instruments use a single-curve process which only require LIBOR inputs.

11 Eligible Collateral and Valuation

11.1 The Clearing House accepts a range of currencies (Eligible Cash), securities (Eligible Securities) and Gold as Collateral. Clearing Members can use Eligible Cash and Eligible Securities to meet their Guarantee Fund Contributions and Eligible Cash to meet Assessments.

11.2 Eligible Assets are set out on the Website. In the event that a particular Eligible Asset ceases to be an Eligible Asset or it remains an Eligible Asset but its value decreases, the Clearing Member
shall provide additional Eligible Assets to cover for any shortfall caused by the removal of such Eligible Asset from being an Eligible Asset or the devaluation of such Eligible Asset.

11.3 The Clearing House values each type of Eligible Assets at a discount. The percentage discount for each type of Eligible Asset, known as a haircut, is set out on the Website.

11.4 The Clearing House determines the market value of Collateral in the following ways:

(a) Eligible Cash: face value though appropriate haircuts are applied to cash when it is utilised to meet the Margin Requirement established in other currencies; and

(b) Eligible Securities and Eligible Commodities: the Clearing House revalues Eligible Securities and Eligible Commodities on a daily basis with prices provided by third party price sources.

11.5 The Clearing House reports the value of Eligible Assets to the Clearing Member daily.

11.6 A Clearing Member may request that additional Eligible Assets be accepted. Such requests will be analysed by the Risk and Membership Team and a recommendation to accept or reject the new type of collateral will be presented to the Risk Committee for review and endorsement.

12 Settlement Banks and Timings

12.1 Each Clearing Member must identify its Settlement Bank or Settlement Banks in writing to the Clearing House, along with the numbers of the Bank Accounts to be used for settlement. Written notification in advance is required whenever a Clearing Member changes its Settlement Bank or Bank Account number. The Clearing House has relationships with the Settlement Banks set out on the Website.

12.2 Clearing Members must execute the appropriate documentation with each Settlement Bank to allow the Settlement Bank to debit or credit the Clearing Member’s Bank Accounts on instruction from the Clearing House to meet the amounts set out in Rule 4.2.2 and to allow the Settlement Bank to share certain information with the Clearing House. This will be provided by the Settlement Bank but the Clearing Member will provide the Clearing House with a copy of the executed document and any amendments to it as set out in Rule 4.2.

12.3 The Clearing House operates two (2) settlement cycles each day and may require the Clearing Member to transfer Collateral to it or make payment to the Clearing Member at the end of each settlement cycle in satisfaction of a Net Settlement Amount. However, for certain Contracts, the Clearing House may, in practice, only require the Clearing Member to transfer Collateral or make payment to the Clearing Member at the end of one settlement cycle each day. The normal deadlines for the transfer to the Clearing House of Eligible Cash in respect of Contracts for clearing are set out on the Website.
12.4 The Net Settlement Amount will be called in the currency required by the Clearing House. Each Clearing Member is responsible for its own cash management by monitoring Collateral requirements and taking appropriate actions to deposit or release Eligible Assets as necessary.

12.5 Each Clearing Member must ensure that it has provided the Settlement Bank with adequate Eligible Cash or has appropriate arrangements with its Settlement Bank to enable its Settlement Bank to satisfy its Net Settlement Amounts payable to the Clearing House at each settlement cycle.

12.6 A Clearing Member may request that Eligible Cash, Eligible Securities or Eligible Commodities be substituted with alternate forms of Eligible Assets. Requests for such substitutions can be made by the Clearing Member using the clearing system. Substitutions are subject to confirmation of receipt by the Clearing House prior to release of the Eligible Assets being substituted. In most cases, substitutions can be made within the same day. The relevant cut-offs and timings for substitutions are set out on the Website. This paragraph is subject to any other agreement that is made between the Clearing House and the Clearing Member.

13 Fees and Charges

13.1 Fees and charges for clearing Transactions are set out in the Fees and Charges Notice, which is published on the Website. Fees and Charges are payable in the currencies set out in the Fees and Charges Notice. The Clearing House collects fees and charges on a monthly basis through each Clearing Member’s Bank Account. Clearing Members are notified of applicable fees for each month in arrears on the fourth Business Day of each month and collected through the settlement cycle on the seventh Business Day of each month.

13.2 If the Clearing Member does not have adequate Eligible Cash in the required currency in its Bank Account, the Clearing House may take Eligible Cash in a different currency from the Clearing Member’s Bank Account and then charge the Clearing Member for conversion at the rates set out in the Fees and Charges Notice.

13.3 The Clearing House will transfer Equivalent Distributions on Eligible Securities transferred to it in accordance with Rule 6.3 within five (5) Business Days of receipt of the relevant Distributions by the Custodian.

13.4 The Clearing House will pay interest on Eligible Cash. The Clearing House will determine the interest rate and calculate the interest payable each Business Day in respect of the previous Business Day and publish such rates on the Website. Interest will be payable on a monthly basis.

13.5 The Clearing House will pass on custody fees to Clearing Members which provide Eligible Securities and depositary fees to Clearing Members which provide Eligible Commodities at the rates set out in the Fees and Charges Notice.
14 Reports

14.1 The Clearing House will provide the Clearing Member with the following reports:

(a) EOD Asset Inventory Trial Balance;
(b) EOD Full Value Delivery Margin Requirements;
(c) EOD Pledge Stock;
(d) EOD Recap Ledger Audit Report;
(e) IDY Recap Ledger Audit Report;
(f) EOD Span Recap Ledger-Total PB Requirements by PB Acct.;
(g) IDY Span Recap Ledger-Total PB Requirements by PB Acct.;
(h) EOD Span Recap Ledger-Detail By Position Accounts;
(i) IDY Span Recap Ledger-Detail By Position Accounts;
(j) EOD Span Recap Ledger-PB By Commodity Group;
(k) IDY Span Recap Ledger-PB By Commodity Group;
(l) EOD Span Recap Ledger-FNL Performance Bond Requirements;
(m) IDY Span Recap Ledger-FNL Performance Bond Requirements;
(n) EOD Recap Ledger-Total Variation By Settlement;
(o) IDY Recap Ledger-Total Variation By Settlement;
(p) EOD Final Margin Accounts;
(q) IDY Final Margin Accounts;
(r) Commodity Position Adjustment By Firm;
(s) IDY Gross Position Change (PC) Listing;
(t) Cash Settlement Report;
(u) In-The-Money-Report;
(v) EOD Daily Trade And Position Register;
(w) IDY Daily Trade And Position Register;

(x) EOD Pay/Collect Summary;

(y) IDY Pay/Collect Summary;

(z) Variable Size Contracts Recap;

(aa) Option Exception Summary; and

(bb) Option Assignment Notice.

14.2 Reports can be retrieved in pre-formatted form or in a form capable of interface through the Clearing System and are generally available to Clearing Members by 21:00.

14.3 The Clearing House requires that Clearing Members inform the Clearing House not later than one (1) hour before the time at which the Clearing House publishes the EOD Daily Trade and Position Register on any Business Day of their Clients’ final end of day positions. This is known as the PCS deadline.

15 IRS reports

15.1 The Clearing House will provide IRS Clearing Members with the following reports:

<table>
<thead>
<tr>
<th>Report</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coupon Advisory</td>
<td>Firm level report available circa 0100 GMT in excel format</td>
</tr>
<tr>
<td>Reset Report</td>
<td>Daily report available circa 0100 GMT in FpML format.</td>
</tr>
<tr>
<td>Position Report</td>
<td>Daily report available circa 0100 GMT in FpML format.</td>
</tr>
<tr>
<td>Trade Registers</td>
<td>Daily report available circa 0100 GMT in excel format</td>
</tr>
<tr>
<td>IRS Risk Parameter File</td>
<td>Daily report available circa 0100 GMT</td>
</tr>
<tr>
<td>IRS Margin Data File</td>
<td>Daily report available circa 0200 GMT.</td>
</tr>
<tr>
<td>EOD reports for Collateral Management and Settlement Banking</td>
<td>Daily reports including Asset Inventory Trial Balance, Margin Requirement, Variation Margin Requirement and Final Margin Accounts,</td>
</tr>
</tbody>
</table>
Further information about the purpose of each report is set out in the IRS Operations Manual.

16 Transfer of IRS Contracts pursuant to Rules 5.3 and 3A.6

16.1 Transfers may be requested due to processing errors or a change of Clearing Member by a Client. The Client notifies the Clearing House directly to transfer a Contract between Clearing Members. The Clearing House will then reach out to both the current Clearing Member and the receiving Clearing Member. Subject to Rule 5.3, the Clearing House will process the transfer and send transfer confirmation messages to both Clearing Members. The Client ID will remain constant throughout this process.

16.2 Where a Contract is transferred pursuant to Rule 5.3 on the coupon payment value date, the Contract will be transferred without the coupon payment. It is assumed that the relevant IRS Clearing Members will compensate for this by exchanging upfront payments with each other of equivalent value to the coupon payment.

17 Client support

The Clearing House provides client support to Clearing Members between the hours of 07:00 and 19:00 Monday to Friday other than Holidays. However, a Clearing Member technical helpdesk is available to assist with queries from Clearing Members twenty-four (24) hours per day, six (6) days per week. The telephone number for the Clearing Support Desk is 44 0(20) 3379 3131.
Guarantee Funds Procedure

1 Introduction

The Clearing House has two Guarantee Funds: a Commodity Guarantee Fund and an IRS Guarantee Fund. The Guarantee Funds are an important element of the overall system of financial safeguards operated for the protection of the Clearing House, its Clearing Members and the integrity of the markets cleared. Clearing Members active in the clearing of both Commodity and IRS Products must contribute to both Guarantee Funds. The Contribution posted by a Clearing Member is available for use in the event that it is unable to meet its obligations to the Clearing House and the costs to the Clearing House of managing the default exceed the Collateral that the Clearing Member has transferred to it. The Clearing House may use its own contribution and then the Contributions of non-defaulting Clearing Members of the same category of the Defaulting Clearing Member should the costs of managing the default of a Defaulting Clearing Member exceed the value of that Clearing Member's assets held by the Clearing House.

2 Fund Size and Composition

The size of each of the Guarantee Funds is determined by the Clearing House on the basis of its Guarantee Fund policy. In accordance with the Commodity Guarantee Fund Policy, the Commodity Guarantee Fund will, other than for exceptional, short periods defined in the policy, be at least equal in value to the highest stress-tested hypothetical loss in excess of Collateral attributable to any one Commodity Clearing Member. In accordance with the IRS Guarantee Fund Policy the IRS Guarantee Fund will, other than for exceptional short periods defined in the policy, be at least equal in value to the two highest stress-tested hypothetical losses in excess of Collateral attributable to IRS Clearing Members. The relative size of the contributions of the Clearing House will be assessed periodically. The adequacy of the size of the Commodity Guarantee Fund will be formally assessed at least quarterly in conjunction with the Risk Committee. The adequacy of the size of the IRS Guarantee Fund will be formally assessed at least monthly.

3 Calculation of Contributions

3.1 Unless otherwise communicated by the Clearing House, a Commodity Clearing Member’s Contribution is the higher of:

   (a) the minimum Contribution of the equivalent of USD 2.5 million; or

   (b) such Commodity Clearing Member’s proportionate share of the current Commodity Guarantee Fund, derived from application of the Commodity Contribution Formula.
3.2 Unless otherwise communicated by the Clearing House, an IRS Clearing Member’s Contribution is the higher of:

(a) the minimum Contribution of the equivalent of EUR 10 million at the Clearing House’s discretion; or

(b) such IRS Clearing Member’s proportionate share of the current IRS Guarantee Fund, derived from application of the IRS Contribution Formula.

4 Re-calculation of Contributions

4.1 The Clearing House will re-calculate Commodity Clearing Member’s Contributions to the Commodity Guarantee Fund on a calendar quarterly cycle, reflecting any adjustments to the size of the Fund in those calculations but may do so more frequently if it so determines.

4.2 The Clearing House will re-calculate IRS Clearing Member’s Contributions to the IRS Guarantee Fund on a monthly cycle, reflecting any adjustments to the size of the IRS Guarantee Fund in those calculations but may do so more frequently if it so determines. In particular, the Clearing House will re-calculate IRS Clearing Members’ Contributions to the IRS Guarantee Fund more frequently than monthly in the event that the risk profile of the two largest IRS Clearing Members in terms of the stress-tested hypothetical losses in excess of Collateral on any given day exceeds the size of the current IRS Guarantee Fund.

4.3 In cases where the size of a Guarantee Fund is unchanged, changes to Contributions will be driven by the standard formula and interactions with the minimum requirement. Within a calendar quarter for Commodity Clearing Members and a calendar month for IRS Clearing Members, the Clearing House will require an incremental Contribution if the market value of any Contribution less the relevant Clearing House haircut has dropped below the level of the required Contribution.

5 Notification and Payment of Contributions

5.1 No later than two (2) Business Days after the calculation or re-calculation of Contributions, the Clearing House will notify Clearing Members of the size of their new Contributions with the underlying detail.

5.2 Incremental contributions must be received by the Clearing House before 15:00 (London time) on the next Banking Day following the date of the notification made by the Clearing House. The Clearing House may debit any such Contribution from the Clearing Member’s Bank Account at the next Settlement Cycle in accordance with Rule 4.2.
6 Form and valuation of Contributions

6.1 Contributions to a Guarantee Fund may be made in Eligible Cash or Eligible Securities. Assessments must be paid in Eligible Cash.

6.2 The market value of, and haircuts applicable to, Eligible Cash and Eligible Securities transferred to the Clearing House as Contributions to the Guarantee Funds and Assessments will be determined in the same way as the market value of Eligible Cash and Eligible Securities transferred to the Clearing House as Collateral in accordance with the Clearing and Settlement Procedure.

7 Assessments

7.1 In terms of the contingent coverage of the inadequacy of Collateral in the event of a Clearing Member default, the Guarantee Funds constitute the funded portions of the Clearing House's financial safeguards packages. The Assessments constitute additional amounts that the Clearing Members are contractually obligated to provide to the Clearing House in the event of the inadequacy of a Guarantee Fund on Clearing Member default. Amounts callable as Assessments are unfunded elements of each financial safeguards package.

7.2 The maximum Commodity Assessment commitment for each Commodity Clearing Member is fixed at 550% (five hundred and fifty per cent.) of its current Contribution to the Commodity Guarantee Fund, subject to the capping and Cooling Off Period provisions.

7.3 The IRS Assessment is calculated at least monthly. IRS Assessments are calculated based on a non-defaulting IRS Clearing Member’s proportionate share of the theoretical third and fourth largest IRS Clearing Member losses produced by the Clearing House’s Stress Test Methodology, subject to a minimum of 50% (fifty per cent) of the total IRS Guarantee Fund prior to the start of the IRS Cooling Off Period. In particular, the Clearing House may re-calculate IRS Clearing Members’ IRS Assessments more frequently than monthly in the same circumstances as it can re-calculate IRS Clearing Members’ Contributions.

7.4 The Clearing House will notify Clearing Members of their maximum Assessments no later than two (2) Business Days after the calculation or re-calculation of such Assessments.

8 Distributions, Payments and Charges linked to Eligible Assets

Distributions related to Eligible Securities will be made by the Clearing House and interest payments related to Eligible Cash will be paid by the Clearing House within five (5) Business Days of receipt of the Distributions by the Custodian at the end of each calendar quarter. The Clearing House will pass on the custody charges that it incurs in respect of Eligible Securities, detailing the charges to Clearing Members.
9 Miscellaneous

9.1 For the avoidance of doubt, Contributions held by the Clearing House will not under any circumstances be considered payment in full or in part for any Collateral or other amounts required by the Clearing House.
Delivery Procedures (Part A)

1 Introduction

1.1 These Precious Metal Delivery Procedures describe the delivery mechanics in respect of physically deliverable OTC Precious Metal Forward Contracts as set out in the Contract Module and shall apply to Clearing Members entering into OTC Precious Metal Forward Contracts with the Clearing House.

1.2 Delivery is effected by transferring unallocated Precious Metal between the Unallocated Precious Metals Accounts of Clearing Members and the Clearing House.

2 Operating Times

OTC Precious Metal Forward Contracts can be accepted for clearing on any Business Day.

3 Unallocated Precious Metals Accounts

3.1 Clearing Members wishing to participate in Precious Metal Forward Contracts shall open and maintain one or more Unallocated Precious Metals Accounts in respect of unallocated Precious Metal.

3.2 Clearing Members shall open and maintain Unallocated Precious Metals Accounts for the purposes of making delivery of unallocated Precious Metal to and taking delivery of unallocated Precious Metal from the relevant Unallocated Precious Metals Account of the Clearing House. Clearing Members shall provide the details of their Unallocated Precious Metals Accounts to the Clearing House before entering into OTC Precious Metal Forward Contracts with the Clearing House. Clearing Members shall ensure that the Clearing House holds accurate and up to date details of their Unallocated Precious Metals Accounts at all times.

3.3 The Clearing House shall open and maintain Unallocated Precious Metals Accounts for the purposes of making delivery of unallocated Precious Metal to and taking delivery of unallocated Precious Metal from the relevant Unallocated Precious Metals Account of the Clearing Member. The Clearing House shall provide details of its Unallocated Precious Metals Accounts to Clearing Members entering into OTC Precious Metal Forward Contracts with the Clearing House.

3.4 Clearing Members shall at all times comply with any applicable provisions of the LPMCL, any other applicable legislation and any applicable requirements, terms, conditions and procedures of any relevant bank in performing its obligations under OTC Precious Metal Forward Contract. Each Clearing Member shall obtain and adequately maintain at all times such systems and technology as may be necessary in order to comply with such requirements.
3.5 Unallocated Precious Metals Accounts in respect of unallocated Precious Metal shall be
denominated in fine troy ounces of Gold (to three decimal places) and unallocated Silver,
Platinum and Palladium shall be denominated in troy ounces of Silver, Platinum and Palladium
(to three decimal places), as applicable.

3.6 Each Clearing Member with a requirement to deliver shall ensure that all unallocated Precious
Metal delivered is free and clear of all Encumbrances.

4 Delivery Process

4.1 Delivery under an OTC Precious Metal Forward Contract is effected by the transfer of
unallocated Precious Metal in accordance with the terms of such Contract from the Unallocated
Precious Metals Account of the seller to the relevant Unallocated Precious Metals Account of the
Clearing House and from the relevant Unallocated Precious Metals Account of the Clearing
House to the Unallocated Precious Metals Account of the buyer.

4.2 In order to effect the delivery of an OTC Precious Metal Forward Contract, the buyer shall pay
cash to the Clearing House and send a transfer instruction to its Settlement Agent for Precious
Metal in order to receive Precious Metal into its Unallocated Precious Metals Account. The
Clearing House must receive such payment from the buyer before the Clearing House
authorises the transfer of Precious Metal from its Unallocated Precious Metals Account to that of
the buyer.

4.3 In order to effect the delivery of an OTC Precious Metal Forward Contract, the seller shall send a
transfer instruction to its Settlement Agent for Commodities in order to allow unallocated
Precious Metal to be transferred from its Unallocated Precious Metals Account to that of the
Clearing House. The Clearing House must receive the Precious Metal in its Unallocated
Precious Metals Account before the Clearing House authorises payment to the seller.

4.4 The detailed delivery timings are set out in paragraph 6 below and are subject to any
amendment to the operational arrangements of the Settlement Agent for Commodities. The
Clearing House shall notify Clearing Members of any such amendments where such
amendments are known.

4.5 Offsettings positions for an Account are held open until delivery and all open positions are netted
during the delivery process. For the avoidance of doubt, offsetting positions in the House
Account or in the Non-Segregated Client Account shall not be netted against offsetting positions
in a Client Account.

4.6 In accordance with the terms stipulated by the LPMCL, the Settlement Agent for Precious Metal
acting for the Clearing House has reserved the right to reverse provisional or erroneous entries
credited to the Unallocated Precious Metals Account of the Clearing House. In such
circumstances, the Clearing House shall have the right to reverse or adjust any payments made
in respect of such entries and to give such directions as appropriate to the Clearing Members who are counterparties to the corresponding OTC Precious Metal Forward Contracts.

5 Third Parties

5.1 All payments relating to an OTC Precious Metal Forward Contract shall be made between the Clearing House and the Clearing Member. For the avoidance of doubt, the Clearing House will not make any payments to Clients. The Clearing Member should make separate arrangements for the payment of cash between itself and its Clients in relation to an OTC Precious Metal Forward Contract.

5.2 Unless otherwise instructed, the Clearing House delivers Precious Metal to, and receives the delivery of Precious Metal from, the Clearing Member’s Unallocated Precious Metals Account for which the details have been provided to the Clearing House as described in paragraph 3.2 above. In respect of Precious Metals, the Clearing House may accept delivery from, and make delivery to, Unallocated Precious Metals Accounts of third parties notified by the Clearing Member to the Clearing House. Third party Unallocated Precious Metal Accounts may be used for any Client sub-account. For the avoidance of doubt, the Clearing Member is at all times responsible for the satisfactory performance of the OTC Precious Metal Forward Contract (including completion of its and its nominated third parties’ delivery and payment obligations). The Clearing House has no obligations or liabilities under the Rules to any person other than a Clearing Member.

5.3 The Clearing Member shall notify the Clearing House of Unallocated Precious Metals Accounts relating to any Client Accounts no later than 16:00 hours (London time) on the Business Day prior to delivery.

6 Delivery Timings

6.1 The Clearing House shall provide a report detailing delivery obligations for each Unallocated Precious Metals Account of the Clearing Member as soon as reasonably practicable after 16:00 hours (London time) on the Business Day prior to the delivery day. The report shall describe net flows of cash and Precious Metal relating to physically deliverable Precious Metal Forward Contracts of the Clearing Member at the sub-account level.

6.2 The Clearing House shall send a SWIFT message to the Clearing Member in respect of cash and Precious Metal overnight prior to the delivery day.

6.3 For cash flows

(a) A Clearing Member with a net requirement to pay cash to the Clearing House shall pay such cash from its Bank Account to the bank account of the Clearing House as part of the RTH Settlement Cycle but before 09:00 hours (London time) on the delivery day.
For Clearing Members with a net requirement to receive cash from the Clearing House:

(i) where such Clearing Member also has a net requirement to deliver Precious Metal to the Unallocated Precious Metals Account of the Clearing House, the Clearing House shall instruct its bank to pay cash to the Bank Account of the Clearing Member, upon receipt of confirmation that Precious Metal has been delivered to the Unallocated Precious Metals Account of the Clearing House; or

(ii) where such Clearing Member does not also have a net requirement to deliver Precious Metal to the Unallocated Precious Metals Account of the Clearing House, the Clearing House shall instruct its bank to pay cash to the Bank Account of the Clearing Member, no earlier than 10:00 hours (London time) on the delivery day.

(c) Provided that relevant Precious Metal deliveries have been made by the Clearing Member to the Clearing House, the Clearing House shall complete the payment of cash to the Bank Account of the Clearing Member, no later than 14:00 hours (London time) on the delivery day.

6.4 For Precious Metal flows

(a) A Clearing Member with a net requirement to deliver Precious Metal to the Unallocated Precious Metals Account of the Clearing House shall complete such delivery, or shall ensure that such delivery is completed from the nominated third party account, by 13:00 hours (London time) on the delivery day.

(b) For Clearing Members with a net requirement to receive Precious Metal from the Clearing House:

(i) where such Clearing Member also has a net requirement to pay cash to the Clearing House, the Clearing House shall deliver Precious Metal to the Unallocated Precious Metals Account of the Clearing Member, or its nominated third party account, upon receipt of confirmation that cash has been paid to the bank account of the Clearing House; or

(ii) where such Clearing Member does not also have a net requirement to pay cash to the Clearing House, the Clearing House shall deliver Precious Metal to the Unallocated Precious Metals Account of the Clearing Member, or its nominated third party account, no earlier than 09:00 hours (London time) on the delivery day.

(c) Provided that relevant cash payments have been made by the Clearing Member to the Clearing House, the Clearing House shall complete the delivery of Precious Metal to the Unallocated Precious Metals Account of the Clearing Member, or its nominated third party account, no later than 16:00 hours (London time) on the delivery day.
7 Early close-out prior to delivery day

7.1 Here the Clearing Member, or its Client, wishes to enter into a Transaction to close out a position prior to its delivery date, the Clearing Member shall enter into an opposing Transaction at the same transaction price as the original position. Where such a price does not represent a fair market value for the Transaction at the time of the offsetting Transaction, an additional cash payment will arise between the Clearing Member closing out and its trading counterparty to such Transaction.

To ensure the early close out of positions, the Clearing Member shall make a request to the Clearing House that such positions are closed out at the time the offsetting Transaction is submitted for clearing and shall provide the following information to the Clearing House:

(a) the Account and sub-account in which the Transactions have been placed (the offsetting Transaction must be in respect of the same Account and sub-account as the original position);

(b) the transaction identifiers for the two offsetting Transactions;

(c) the amount of Precious Metal to be closed out (subject to the maximum amount, being the lower of the two Transaction volumes); and

(d) the amount and direction of any additional cash payment being made between the counterparties entering into the offsetting Transactions.

7.2 Such information should be provided in writing by email to clearingsupport@cmeclearingeurope.com. Clearing Members should in addition contact the Clearing House by telephone to confirm instructions.

7.3 Where an additional cash payment is included, such payment may be made through the Clearing House settlement cycle.

7.4 If the cash payment is to be included in the Clearing House settlement cycle, the Clearing House shall confirm payment details with the counterparty Clearing Member. Positions will be closed out once the cash payment has been made in the settlement cycle.

7.5 If the cash payment is not to be included in the Clearing House settlement cycle, the Clearing Member shall provide verifiable information to the Clearing House demonstrating that such payment has been made between the counterparties. Positions will be closed out once the cash payment has been verified.
Delivery Procedures (Part B): UK Natural Gas

1 Introduction

1.1 These UK Natural Gas Delivery Procedures describe the delivery mechanics in respect of UK Natural Gas Contracts as set out in the Commodities Contract Module and shall apply to Clearing Members entering into UK Natural Gas Contracts with the Clearing House.

1.2 Delivery is effected by transferring rights to natural gas in the National Transmission System through the process of making Trade Nominations through the Gemini system operated by National Grid, as set out in the Uniform Network Code, between the accounts of Clearing Members (or their appointed Gas Transferor / Gas Transferee) and the Clearing House.

2 Interpretation

2.1 Capitalised terms used within these UK Natural Gas Delivery Procedures shall have the meaning as defined in the Rules and the Commodities Contract Module.

3 Operating Times

3.1 UK Natural Gas Contracts can be accepted for clearing on any Business Day.

4 Licensing and appointment of Gas Transferor / Gas Transferee

4.1 The Clearing House is a Restricted User within the terms of the Uniform Network Code.

4.2 The Clearing Member shall be responsible for fulfilling the delivery requirements of every Contract that it has entered into. If it is so able, a Clearing Member may directly make the required Trade Nominations in order to fulfil delivery requirements (acting as Gas Transferor/Gas Transferee). Where a Clearing Member chooses not to make Trade Nominations, it must appoint a third party to act as Gas Transferor/Gas Transferee on its behalf. The Clearing Member shall notify the Clearing House of the appointment of each relevant Gas Transferor/Gas Transferee through submission of a completed Gas Transferor/Gas Transferee Notification Form (signed by an authorised signatory of the Clearing Member and the Gas Transferor / Gas Transferee) to the Clearing House. A Clearing Member may appoint a different Gas Transferor/Gas Transferee in respect of any Account or Commodity Notional Sub-Account, provided that only a single Gas Transferor/Gas Transferee may be appointed to effect the submission of Trade Nominations in respect of any single Contract.

4.3 The Clearing Member shall ensure that:

(a) it notifies the Clearing House of third parties acting as Gas Transferee/Gas Transferor relating to any Account or Commodity Notional Sub-Account by submission to the
Clearing House of a completed Gas Transferor/Gas Transferee Notification Form to clearingsupport@cmeclearingeurope.com by no later than 18.00 hours (London time) on the last trading day of the relevant UK Natural Gas Contract (as specified in the Commodities Contract Module); and

(b) the Gas Transferee/Gas Transferor acknowledges its appointment no later than 18:00 hours (London time) on the last trading day of the relevant UK Natural Gas Contract (as specified in the Commodities Contract Module) in writing by email to clearingsupport@cmeclearingeurope.com.

4.4 The Clearing Member is responsible for the accuracy of information provided in any Gas Transferor/Gas Transferee Notification Form and for ensuring that the person signing the Gas Transferor/Gas Transferee Notification Form on behalf of the Clearing Member and the Gas Transferor / Gas Transferee is authorised to do so.

4.5 Each Clearing Member shall ensure that any Gas Transferor/Gas Transferee (whether a Clearing Member acting as Gas Transferor / Gas Transferee or any Gas Transferor / Gas Transferee appointed by the Clearing Member (as appropriate)) has the right to make Trade Nominations under the Uniform Network Code and has access to the UK Link system and shall ensure that the Gas Transferor / Gas Transferee will at all times comply with the terms of any applicable licence or registration it holds, the Uniform Network Code, and any other Applicable Law. Each Clearing Member, or any Gas Transferor/Gas Transferee appointed by the Clearing Member, shall obtain and adequately maintain at all times such systems and technology as may be necessary in order to comply with such requirements.

4.6 All payments relating to UK Natural Gas Contracts shall be made between the Clearing House and the Clearing Member. For the avoidance of doubt, the Clearing House will not make any payments to Clients or any person appointed as Gas Transferor / Gas Transferee by the Clearing Member. The Clearing Member should make separate arrangements for the payment of cash between itself and its Clients in relation to UK Natural Gas Contracts.

4.7 Unless a third party is appointed by a Clearing Member to act as Gas Transferor / Gas Transferee, the Clearing House will deliver natural gas under any Contract to, and will receive the delivery of natural gas from, the Clearing Member. The Clearing House may accept delivery from, and make delivery to, third parties acting in the capacity of Gas Transferee or Gas Transferor (as the case may be, and in each case as agent for the Clearing Member) notified by the Clearing Member to the Clearing House in accordance with these Delivery Procedures.

4.8 For the avoidance of doubt, the Clearing Member shall at all times remain responsible for the satisfactory performance of UK Natural Gas Contracts including completion of its delivery, payment and other obligations under the Rules and also the delivery obligations of any Gas Transferor/Gas Transferee appointed by the Clearing Member.
5 Delivery Process

5.1 Delivery under UK Natural Gas Contracts is effected by the transfer of rights to natural gas in accordance with the terms of that Contract through the process of making Trade Nominations such that the seller of natural gas makes a Disposing Trade Nomination that corresponds to an Acquiring Trade Nomination made by the Clearing House, and the buyer of natural gas makes an Acquiring Trade Nomination that corresponds to a Disposing Trade Nomination made by the Clearing House. Trade Nominations must be made through the Gemini system (part of the UK Link system operated by National Grid).

5.2 Payment of cash in respect of the delivery of natural gas shall be made in accordance with paragraphs 6.7 to 6.9 below and does not occur concurrently with the delivery of natural gas.

5.3 The detailed delivery timings are set out in paragraph 6 below and are subject to any amendment to the operational arrangements of the Uniform Network Code. The Clearing House shall notify Clearing Members of any such amendments which may have a material impact on the operation of UK Natural Gas Contracts and where such amendments are known to the Clearing House.

5.4 Subject to Paragraph 8 below, offsetting positions for any Account or Commodity Notional Sub-Account are held open until delivery and all open positions are netted during the delivery process. For the avoidance of doubt, offsetting positions in the House Account or in the Non-Segregated Client Account shall not be netted against offsetting positions in any Client Account.

6 Delivery Timings

6.1 The Clearing Member must finalise the account assignment of Contracts and notify the Clearing House no later than 17:00 hours (London time) on the last trading day of the Contract (as specified in the Commodities Contract Module). The Clearing Member must provide information on the Gas Transferor / Gas Transferee for each relevant account by 18:00 hours (London time) on the last trading day of the Contract to the Clearing House if it has not already done so.

6.2 The Clearing House will calculate the net delivery requirements for each account during its overnight system processing operations. The Clearing House shall provide a report to each Clearing Member detailing delivery obligations for each of the relevant Accounts and sub-accounts of that Clearing Member as soon as reasonably practicable after 08:00 hours (London time) on the day following the last trading day of the relevant UK Natural Gas Contract (as specified in the Commodities Contract Module). The report shall describe net flows of cash and natural gas relating to UK Natural Gas Contracts of the Clearing Member for each relevant Account and sub-account.
6.3 The Clearing Member shall acknowledge receipt and confirm delivery requirements by 12:00 hours (London time) on the day following the last trading day of the relevant UK Natural Gas Contract (as specified in the Commodities Contract Module). Any perceived inaccuracies in the delivery requirements should be notified to the Clearing House by the Clearing Member by this time. Confirmation of the delivery requirements must be provided by the Clearing Member by email to clearingsupport@cmeclearingeurope.com.

6.4 The Clearing House may appoint a Gas Delivery Agent to facilitate its processing of delivery instructions. Where the Clearing House has appointed a Gas Delivery Agent, the gas delivery requirements shall be provided by the Clearing House to the Gas Delivery Agent by 15:00 hours (London time) on the day following the last trading day of the relevant UK Natural Gas Contract (as specified in the Commodities Contract Module).

6.5 The Gas Delivery Agent, on behalf of the Clearing House, shall submit delivery instructions to the Gemini System operated by the National Grid by 20:00 hours (London time) on the day prior to each Gas Flow Day in the delivery period.

6.6 The Clearing Member (or its Gas Transferor / Gas Transferee as applicable) must submit delivery instructions to the Gemini system operated by the National Grid by 06:00 hours (London time) on each Gas Flow Day in the delivery period.

For cash flows

6.7 A Clearing Member with a net requirement to pay cash to the Clearing House shall pay such cash from its Bank Account to the bank account of the Clearing House by no later than 10:00 hours (London time) on the 20th calendar day of the calendar month second Banking Day following the contract delivery period Gas Flow Day. Payment to the Clearing House shall occur in accordance with Rule 4.2.6 as part of the RTH Settlement Cycle no later than on the 20th calendar day of the calendar month following the contract month as specified in the relevant UK Natural Gas Contract, or if such day is not a Banking Day, on the first preceding Banking Day. A Clearing Member may fulfil its payment obligation at an earlier date.

6.8 For Clearing Members with a net requirement to receive cash from the Clearing House:

(a) the Clearing House shall instruct its bank to pay cash to the Bank Account of the Clearing Member as part of the RTH Settlement Cycle;

(b) where such Clearing Member also has a net requirement to deliver natural gas to the Clearing House, the Clearing House shall instruct its bank to pay cash to the Bank Account of the Clearing Member, provided that the Clearing Member has fulfilled its natural gas delivery requirements; and
payment to the Clearing Member shall occur by no later than 10:00 hours (London time) on the 20th calendar day of the calendar month following the contract delivery period, as specified in the relevant UK Natural Gas Contract, or if such day is not a Banking Day, on the first preceding UK Banking Day.

In the case where a Clearing Member with a net requirement to receive cash and a net requirement to deliver natural gas has not fulfilled its natural gas delivery requirements, the Clearing House shall only pay an amount of cash that reflects, as determined by the Clearing House in its absolute discretion, the proportion of the natural gas delivery requirement that has been fulfilled.

**For Natural Gas flows**

A Clearing Member with a net requirement to deliver natural gas to the Clearing House shall ensure that Disposing Trade Nominations shall be submitted to the Gemini system and accepted by National Grid in respect of each Gas Flow Day in the contract delivery period on which a delivery is required to be made (as specified in the relevant UK Natural Gas Contract) by 06:00 hours (London time) on the Gas Flow Day.

A Clearing Member with a net requirement to receive natural gas from the Clearing House shall ensure that Acquiring Trade Nominations shall be submitted to the Gemini system and accepted by National Grid in respect of each Gas Flow Day in the contract delivery period on which a delivery is required to be made (as specified in the relevant UK Natural Gas Contract) by 06:00 hours (London time) on the Gas Flow Day.

The Clearing House shall ensure that its Disposing Trade Nominations and Acquiring Trade Nominations shall be submitted to the Gemini system and accepted by National Grid in respect of each Gas Flow Day in the contract delivery period (as specified in the relevant UK Natural Gas Contract) by 20:00 hours (London time) on the day prior to each Gas Flow Day in the delivery period.

Where instructions are complete and matched by the National Grid, and are not reversed by National Grid, the deliveries in respect of each Gas Flow Day will be deemed complete by 06:00 hours (London time) on the day following the relevant Gas Flow Day and may not be reversed.

**7 Failure to Deliver**

Where the Clearing Member fails to fulfil its gas delivery requirements under any UK Natural Gas Contract for any reason, including but not limited to a failure to ensure the accurate, complete and timely submission of Disposing Trade Nominations or Acquiring Trade Nominations, the Clearing Member shall take all necessary steps to remedy this failure and shall follow any instructions issued by the Clearing House.
Where the Clearing House suffers a Daily Imbalance within the National Transmission System as a result of:

(a) the failure of a Clearing Member to ensure the accurate, complete and timely submission of Disposing Trade Nominations or Acquiring Trade Nominations in accordance with Section C5 of the Transportation Principal Document within the Uniform Network Code; or

(b) any other actions or inactions of any Clearing Member (which shall include the actions or inactions of any Gas Transferor/Gas Transferee appointed by that Clearing Member),

the Clearing Member shall make a compensation payment to the Clearing House for the full amount of any Balancing Charges and any other associated costs imposed on the Clearing House by National Grid relating to the failure of that Clearing Member to deliver in accordance with the relevant UK Natural Gas Contract and these Delivery Procedures. For the avoidance of doubt, any compensation payment may represent a pro rata amount allocated to the Clearing Member by the Clearing House in respect of an overall charges and costs imposed by National Grid on the Clearing House in respect of the Daily Imbalance of the Clearing House. This compensation payment shall be payable in accordance with paragraph 7.5 below and shall be made on or before the 20th calendar day of the calendar month following the contract month (as specified in the relevant UK Natural Gas Contract), or if such day is not a Banking Day, on the first preceding Banking Day.

Without prejudice to the rights of the Clearing House under the Rules, the Clearing House reserves the right to take such action as necessary to rectify any Daily Imbalance that it may suffer or to avoid the occurrence of a Daily Imbalance due to the failure of a Clearing Member to fulfil its gas delivery requirements, including without limitation:

(a) if the Clearing Member is a Delivery Seller, the Clearing House may acquire rights in natural gas from any person in order to reduce or extinguish any liability it may incur or suffer under the Uniform Network Code as a result of the Clearing Member’s failure to perform its gas delivery requirements;

(b) if the Clearing Member is a Delivery Buyer, the Clearing House may sell rights in natural gas to any person in order to reduce or extinguish any liability it may incur or suffer under the Uniform Network Code as a result of the Clearing Member’s failure to perform its gas delivery requirements.

In addition to any compensation payment payable under paragraph 7.2.2 above, the Clearing Member shall be liable for and shall indemnify the Clearing House in respect of any additional costs, express or implied, incurred by the Clearing House in taking any such actions due to the failure of the Clearing Member to fulfil its obligations. For the avoidance of doubt, such costs may include an administration charge reflecting the Clearing House’s internal expenses in relation to the management or avoidance of a Daily Imbalance arising from the actions or
inactions of the Clearing Member or its agent. Such additional costs will be allocated pro rata by
the Clearing House between each Clearing Member which failed to fulfil its delivery obligations
and which required the Clearing House to take the relevant actions.

7.4 Without prejudice to the rights of the Clearing House under the Rules and under paragraph 7.2
and 7.3 above, the Clearing House may liaise with Clearing Members affected by the delivery
failure of another Clearing Member and may take any action at its sole discretion under the
Rules and these UK Natural Gas Delivery Procedures. In the event of a delivery failure by a
Delivery Seller, where the Clearing House is not able to rectify the delivery failure at its sole
discretion, the Clearing House may issue a credit note to affected Delivery Buyers for an amount
up to the Delivery Value of the failed delivery.

7.5 In the circumstances set out in paragraph 7.2 and 7.3, the Clearing House shall invoice each
Clearing Member and require payment in respect of any such fees and charges in accordance
with Rule 4.1.2.

8 Early Close-out Prior to Delivery Day

8.1 Where the Clearing Member, or its Client, wishes to enter into a Transaction to close out a UK
Natural Gas Contract prior to its delivery date, the Clearing Member shall enter into an opposing
Transaction at the same transaction price as the original position. Where such a price does not
represent a fair market value for the Transaction at the time of the offsetting Transaction, an
additional cash payment will arise between the Clearing Member closing out and its trading
counterparty to such Transaction.

8.2 To ensure the early close out of a UK Natural Gas Contract, the Clearing Member shall make a
request to the Clearing House that such Contract is closed out at the time the offsetting
Transaction is submitted for clearing and shall provide the following information to the Clearing
House:

(a) the Account and sub-account in which the Transactions have been placed (the offsetting
Transaction must be in respect of the same Account and sub-account as the original
position);

(b) the transaction identifiers for the two offsetting Transactions;

(c) the number of UK Natural Gas Contracts to be closed out (subject to the maximum
amount, being the lower of the two Transaction volumes); and

(d) the amount and direction of any additional cash payment being made between the
counterparties entering into the offsetting Transactions.
Such information should be provided in writing by email to clearingsupport@cmeclearingeurope.com. Clearing Members should in addition contact the Clearing House by telephone on 020 3379 3100 to confirm instructions.

Where an additional cash payment is included, such payment shall be made in accordance with Rule 4.2.6.

If the cash payment is to be included in the Clearing House RTH settlement cycle, the Clearing House shall confirm payment details with the counterparty Clearing Member. The relevant UK Natural Gas Contract will be closed out once the cash payment has been made within the RTH settlement cycle.

If the cash payment is not to be included in the Clearing House RTH settlement cycle, the Clearing Member shall provide verifiable information to the Clearing House demonstrating that such payment has been made between the counterparties. The relevant UK Natural Gas Contract will be closed out once the receipt of cash payment has been verified.

9 Value Added Tax

9.1 UK Value Added Tax (VAT) is normally payable on natural gas deliveries. As described in the Commodities Contract Module, Clearing Members must provide the Clearing House with their UK VAT registration details prior to entering into UK Natural Gas Contracts. The amount of the VAT shall be paid simultaneously with the payment of the Delivery Value.

9.2 For tax accounting purposes, VAT is to be accounted for on gross transactions.

9.3 The Clearing House shall provide a VAT Invoice to each Clearing Member specifying details for the gross transactions for which the Clearing Member was a Delivery Buyer. The Clearing House shall provide this VAT Invoice on a monthly basis.

9.4 Clearing Members are requested to enter into a VAT self-billing agreement with the Clearing House. For Clearing Members that have entered into such an agreement, the Clearing House shall provide a Self-Billing VAT Invoice to each Clearing Member specifying details for the gross transactions for which the Clearing Member was a Delivery Seller. The Clearing House shall provide this Self-Billing VAT Invoice on a monthly basis.

9.5 For Clearing Members that have not entered into a VAT self-billing agreement, the Clearing Member is required to provide the Clearing House with a VAT Invoice specifying details for the gross transactions for which the Clearing Member was a Delivery Seller and the Clearing House was the Delivery Buyer. This VAT Invoice must be provided on a monthly basis.
Delivery Procedures (Part C): Dutch Natural Gas

1 Introduction

1.1 These Dutch Natural Gas Delivery Procedures describe the delivery mechanics in respect of Dutch Natural Gas Contracts as set out in the Commodities Contract Module and shall apply to Clearing Members entering into Dutch Natural Gas Contracts with the Clearing House.

1.2 Delivery is effected by transferring rights to natural gas in the National Gas Transmission System through the process of making Trade Nominations through the Edig@s system operated by GTS, as set out in the GTS Rules, between the accounts of Clearing Members (or their appointed Gas Transferor / Gas Transferee) and the Clearing House.

2 Interpretation

2.1 Capitalised terms used within these Dutch Natural Gas Delivery Procedures shall have the meaning as defined in the Rules and the Commodities Contract Module.

3 Operating Times

3.1 Dutch Natural Gas Contracts can be accepted for clearing on any Business Day.

4 Licensing and appointment of Gas Transferor / Gas Transferee

4.1 The Clearing House is licensed with GTS with Licence LA as a shipper of natural gas in the Netherlands within the terms of the GTS Rules.

4.2 Each Clearing Member must be licensed as a shipper within the terms of the GTS Rules.

4.3 The Clearing Member shall be responsible for fulfilling the delivery requirements of every Contract that it has entered into. If it is so able, a Clearing Member may directly make the required Trade Nominations in order to fulfil delivery requirements (acting as Gas Transferor/Gas Transferee). Where a Clearing Member chooses not to make Trade Nominations, it must appoint a third party to act as Gas Transferor/Gas Transferee on its behalf. The Clearing Member shall notify the Clearing House of the appointment of each relevant Gas Transferor/Gas Transferee through submission of a completed Gas Transferor/Gas Transferee Notification Form (signed by an authorised signatory of the Clearing Member and the Gas Transferor / Gas Transferee) to the Clearing House. A Clearing Member may appoint a different Gas Transferor/Gas Transferee in respect of any Account or Commodity Notional Sub-Account, provided that only a single Gas Transferor/Gas Transferee may be appointed to effect the submission of Trade Nominations in respect of any single Contract.

4.4 The Clearing Member shall ensure that:
(a) it notifies the Clearing House of third parties acting as Gas Transferee/Gas Transferor relating to any Account or Commodity Notional Sub-Account by submission to the Clearing House of a completed Gas Transferor/Gas Transferee Notification Form to clearingsupport@cmeclearingeurope.com by no later than 18:00 hours (London time) (19.00 hours CET) on the last trading day of the relevant Dutch Natural Gas Contract (as specified in the Commodities Contract Module); and

(b) the Gas Transferee/Gas Transferor acknowledges its appointment no later than 18:00 hours (London time) (19.00 hours CET) on the last trading day of the relevant Dutch Natural Gas Contract (as specified in the Commodities Contract Module) in writing by email to clearingsupport@cmeclearingeurope.com.

4.5 The Clearing Member is responsible for the accuracy of information provided in any Gas Transferor/Gas Transferee Notification Form and for ensuring that the person signing the Gas Transferor/Gas Transferee Notification Form on behalf of the Clearing Member and the Gas Transferor / Gas Transferee is authorised to do so.

4.6 Each Clearing Member shall ensure that any Gas Transferor/Gas Transferee (whether a Clearing Member acting as Gas Transferor / Gas Transferee or any Gas Transferor / Gas Transferee appointed by the Clearing Member (as appropriate)) has the right to make Trade Nominations under the GTS Rules and has access to the Edig@s system. Each Clearing Member shall ensure that the Gas Transferor / Gas Transferee will at all times comply with the terms of any applicable licence or registration it holds, the GTS Rules and any other Applicable Law and that the Gas Transferor / Gas Transferee meets the conditions on electronic messaging and expertise and care set out in clause 3.2.0(b) and 3.2.0(c) of the Transportation Conditions Gas. Each Clearing Member, or any Gas Transferor/Gas Transferee appointed by the Clearing Member, shall obtain and adequately maintain at all times such systems and technology as may be necessary in order to comply with such requirements.

4.7 All payments relating to Dutch Natural Gas Contracts shall be made between the Clearing House and the Clearing Member. For the avoidance of doubt, the Clearing House will not make any payments to Clients or any person appointed as Gas Transferor / Gas Transferee by the Clearing Member. The Clearing Member should make separate arrangements for the payment of cash between itself and its Clients in relation to Dutch Natural Gas Contracts.

4.8 Unless a third party is appointed by a Clearing Member to act as Gas Transferor / Gas Transferee, the Clearing House will deliver natural gas under any Contract to, and will receive the delivery of natural gas from, the Clearing Member. The Clearing House may accept delivery from, and make delivery to, third parties acting in the capacity of Gas Transferee or Gas Transferor (as the case may be, and in each case as agent for the Clearing Member) notified by the Clearing Member to the Clearing House in accordance with these Delivery Procedures.
For the avoidance of doubt, the Clearing Member shall at all times remain responsible for the satisfactory performance of Dutch Natural Gas Contracts including completion of its delivery, payment and other obligations under the Rules and also the delivery obligations of any Gas Transferor/Gas Transferee appointed by the Clearing Member.

5 Delivery Process

5.1 Delivery under Dutch Natural Gas Contracts is effected by the transfer of rights to natural gas in accordance with the terms of that Contract through the process of making Trade Nominations such that the seller of natural gas makes a Disposing Trade Nomination that corresponds to an Acquiring Trade Nomination made by the Clearing House, and the buyer of natural gas makes an Acquiring Trade Nomination that corresponds to a Disposing Trade Nomination made by the Clearing House. Trade Nominations must be made through the Edig@s system operated by GTS.

5.2 Payment of cash in respect of the delivery of natural gas shall be made in accordance with paragraphs 6.7 to 6.9 below and does not occur concurrently with the delivery of natural gas.

5.3 The detailed delivery timings are set out in paragraph 6 below and are subject to any amendment to the operational arrangements of the GTS Rules. The Clearing House shall notify Clearing Members of any such amendments which may have a material impact on the operation of Dutch Natural Gas Contracts and where such amendments are known to the Clearing House.

5.4 Subject to Paragraph 8 below, offsetting positions for any Account or Commodity Notional Sub-Account are held open until delivery and all open positions are netted during the delivery process. For the avoidance of doubt, offsetting positions in the House Account or in the Non-Segregated Client Account shall not be netted against offsetting positions in any Client Account.

6 Delivery Timings

6.1 The Clearing Member must finalise the account assignment of Contracts and notify the Clearing House no later than 17:00 hours (London time) (18:00 hours CET) on the last trading day of the Contract (as specified in the Commodities Contract Module). The Clearing Member must provide information on the Gas Transferor / Gas Transferee for each relevant account by 18:00 hours (London time) (19:00 hours CET) on the last trading day of the Contract to the Clearing House if not already done so.

6.2 The Clearing House will calculate the net delivery requirements for each account during its overnight system processing operations. The Clearing House shall provide a report to each Clearing Member detailing delivery obligations for each of the relevant Accounts and sub-accounts of that Clearing Member as soon as reasonably practicable after 08:00 hours.
(London time) (09:00 hours CET) on the day following the last trading day of the relevant Dutch Natural Gas Contract (as specified in the Commodities Contract Module). The report shall describe net flows of cash and natural gas relating to Dutch Natural Gas Contracts of the Clearing Member for each relevant Account and sub-account.

6.3 The Clearing Member shall acknowledge receipt and confirm delivery requirements by 12:00 hours (London time) (13:00 hours CET) on the day following the last trading day of the relevant Dutch Natural Gas Contract (as specified in the Commodities Contract Module). Any perceived inaccuracies in the delivery requirements should be notified to the Clearing House by the Clearing Member by this time. Confirmation of the delivery requirements must be provided by the Clearing Member by email to clearingsupport@cme_clearing_europe.com.

6.4 Where the Clearing House has appointed a Gas Delivery Agent, the gas delivery requirements forming the programme responsibility for the Clearing House under the GTS Rules shall be provided by the Gas Delivery Agent to GTS by no later than 13:00 hours (London time) (14:00 hours CET) on the day following the last trading day of the relevant Dutch Natural Gas Contract (as specified in the Commodities Contract Module).

6.5 The Gas Delivery Agent, on behalf of the Clearing House, shall aim to submit Trade Nominations to the Edig@s System operated by GTS by 18:00 hours (London time) (19:00 hours CET) on the day prior to each Gas Delivery Day in the delivery period.

6.6 The Clearing Member (or its Gas Transferor / Gas Transferee as applicable) must submit the gas delivery requirements forming the programme responsibility for the Clearing Member under the GTS Rules to GTS by no later than 13:00 hours (London time) (14:00 hours CET) on the day following the last trading day of the relevant Dutch Natural Gas Contract (as specified in the Commodities Contract Module).

6.7 The Clearing Member (or its Gas Transferor / Gas Transferee as applicable) must submit Trade Nominations to the Edig@s system operated by GTS by 15:30 hours (London time) (16:30 hours CET) on the day before each Gas Delivery Day in the delivery period. All Trade Nominations in respect of deliveries of natural gas must be matched by no later than 2 hours prior to the start of the Gas Delivery Day.

For cash flows

6.8 A Clearing Member with a net requirement to pay cash to the Clearing House shall pay such cash from its Bank Account to the bank account of the Clearing House by no later than 10:00 hours (London time) (11:00 hours CET) on the second Banking Day following the Gas Delivery Day. Payment to the Clearing House shall occur in accordance with Rule 4.2.6 as part of the RTH Settlement Cycle. A Clearing Member may fulfil its payment obligation at an earlier date.

6.9 For Clearing Members with a net requirement to receive cash from the Clearing House:
the Clearing House shall instruct its bank to pay cash to the Bank Account of the Clearing Member as part of the RTH Settlement Cycle;

where such Clearing Member also has a net requirement to deliver natural gas to the Clearing House, the Clearing House shall instruct its bank to pay cash to the Bank Account of the Clearing Member, provided that the Clearing Member has fulfilled its natural gas delivery requirements; and

payment to the Clearing Member shall occur by no later than 10:00 hours (London time) (11:00 hours CET) on the second Banking Day following the Gas Delivery Day.

In the case where a Clearing Member with a net requirement to receive cash and a net requirement to deliver natural gas has not fulfilled its natural gas delivery requirements, the Clearing House shall only pay an amount of cash that reflects, as determined by the Clearing House in its absolute discretion, the proportion of the natural gas delivery requirement that has been fulfilled.

For Natural Gas flows

A Clearing Member with a net requirement to deliver natural gas to the Clearing House shall ensure that Disposing Trade Nominations shall be submitted to the Edig@s system and accepted by GTS in respect of each Gas Delivery Day in the contract delivery period on which a delivery is required to be made (as specified in the relevant Dutch Natural Gas Contract) by 15:30 hours (London time) (16:30 hours CET) on the day before each Gas Delivery Day.

A Clearing Member with a net requirement to receive natural gas from the Clearing House shall ensure that Acquiring Trade Nominations shall be submitted to the Edig@s system and accepted by GTS in respect of each Gas Delivery Day in the contract delivery period on which a delivery is required to be made (as specified in the relevant Dutch Natural Gas Contract) by 15:30 hours (London time) (16:30 hours CET) on the day before each Gas Delivery Day.

The Clearing House shall ensure that its Disposing Trade Nominations and Acquiring Trade Nominations shall be shall be submitted to the Edig@s system and accepted by GTS in respect of each Gas Delivery Hour in the contract month (as specified in the relevant Dutch Natural Gas Contract) by no later than 30 minutes prior to the Gas Delivery Hour at the very latest.

Where delivery instructions and Trade Nominations are complete and matched by GTS and a confirmation is provided by GTS to the relevant parties under the GTS Rules, the relevant deliveries will be deemed complete and may not be reversed.
7 Failure to Deliver

7.1 Where the Clearing Member fails to fulfill its gas delivery requirements under any Dutch Natural Gas Contract for any reason, including but not limited to a failure to ensure the accurate, complete and timely submission of Disposing Trade Nominations or Acquiring Trade Nominations, the Clearing Member shall take all necessary steps to remedy this failure and shall follow any instructions issued by the Clearing House.

7.2 Where the Clearing House suffers an imbalance in any Gas Delivery Hour or Gas Delivery Day within the National Gas Transmission System as a result of:

(a) the failure of a Clearing Member to ensure the accurate, complete and timely submission of Disposing Trade Nominations or Acquiring Trade Nominations in accordance with the GTS Rules; or

(b) any other actions or inactions of any Clearing Member (which shall include the actions or inactions of any Gas Transferor/Gas Transferee appointed by that Clearing Member),

the Clearing Member shall make a compensation payment to the Clearing House for the full amount of any balancing charges and any other associated costs imposed on the Clearing House by GTS relating to the failure of that Clearing Member to deliver in accordance with the relevant Dutch Natural Gas Contract and these Delivery Procedures. For the avoidance of doubt, any compensation payment may represent a pro rata amount allocated to the Clearing Member by the Clearing House in respect of an overall charges and costs imposed by GTS on the Clearing House in respect of the imbalance of the Clearing House. This compensation payment shall be payable in accordance with paragraph 7.5 below and shall be made on or before the 14th calendar day of the calendar month following the contract month (as specified in the relevant Dutch Natural Gas Contract), or if such day is not a Banking Day, on the first preceding Banking Day.

7.3 Without prejudice to the rights of the Clearing House under the Rules, the Clearing House reserves the right to take such action as necessary to rectify any imbalance that it may suffer or to avoid the occurrence of an imbalance due to the failure of a Clearing Member to fulfill its gas delivery requirements in relation to any Gas Delivery Hour or Gas Delivery Day, including without limitation:

(a) if the Clearing Member is a Delivery Seller, the Clearing House may acquire rights in natural gas from any person in order to reduce or extinguish any liability it may incur or suffer under the GTS Rules as a result of the Clearing Member’s failure to perform its gas delivery requirements;

(b) if the Clearing Member is a Delivery Buyer, the Clearing House may sell rights in natural gas to any person in order to reduce or extinguish any liability it may incur or suffer under
the GTS Rules as a result of the Clearing Member’s failure to perform its gas delivery requirements.

In addition to any compensation payment payable under paragraph 7.2.2 above, the Clearing Member shall be liable for and shall indemnify the Clearing House in respect of any additional costs, express or implied, incurred by the Clearing House in taking any such actions due to the failure of the Clearing Member to fulfil its obligations. For the avoidance of doubt, such costs may include an administration charge reflecting the Clearing House’s internal expenses in relation to the management or avoidance of a Daily Imbalance arising from the actions or inactions of the Clearing Member or its agent. Such additional costs will be allocated pro rata by the Clearing House between each Clearing Member which failed to fulfil its delivery obligations and which required the Clearing House to take the relevant actions.

Without prejudice to the rights of the Clearing House under the Rules and under paragraph 7.2 and 7.3 above, the Clearing House may liaise with Clearing Members affected by the delivery failure of another Clearing Member and may take any action at its sole discretion under the Rules and these Dutch Natural Gas Delivery Procedures. In the event of a delivery failure by a Delivery Seller, where the Clearing House is not able to rectify the delivery failure at its sole discretion, the Clearing House may issue a credit note to affected Delivery Buyers for an amount up to the Delivery Value of the failed delivery.

In the circumstances set out in paragraph 7.2 and 7.3, the Clearing House shall invoice each Clearing Member and require payment in respect of any such fees and charges in accordance with Rule 4.1.2.

8 Early Close-out Prior to Delivery Day

8.1 Where the Clearing Member, or its Client, wishes to enter into a Transaction to close out a Dutch Natural Gas Contract prior to its delivery date, the Clearing Member shall enter into an opposing Transaction at the same transaction price as the original position. Where such a price does not represent a fair market value for the Transaction at the time of the offsetting Transaction, an additional cash payment will arise between the Clearing Member closing out and its trading counterparty to such Transaction.

8.2 To ensure the early close out of a Dutch Natural Gas Contract, the Clearing Member shall make a request to the Clearing House that such Contract is closed out at the time the offsetting Transaction is submitted for clearing and shall provide the following information to the Clearing House:

(a) the Account and sub-account in which the Transactions have been placed (the offsetting Transaction must be in respect of the same Account and sub-account as the original position);
(b) the transaction identifiers for the two offsetting Transactions;

(c) the number of Dutch Natural Gas Contracts to be closed out (subject to the maximum amount, being the lower of the two Transaction volumes); and

(d) the amount and direction of any additional cash payment being made between the counterparties entering into the offsetting Transactions.

8.3 Such information should be provided in writing by email to clearingsupport@cmeclearingeurope.com. Clearing Members should in addition contact the Clearing House by telephone on 020 3379 3100 to confirm instructions.

8.4 Where an additional cash payment is included, such payment shall be made in accordance with Rule 4.2.6.

8.5 If the cash payment is to be included in the Clearing House RTH settlement cycle, the Clearing House shall confirm payment details with the counterparty Clearing Member. The relevant Dutch Natural Gas Contract will be closed out once the cash payment has been made within the RTH settlement cycle.

8.6 If the cash payment is not to be included in the Clearing House RTH settlement cycle, the Clearing Member shall provide verifiable information to the Clearing House demonstrating that such payment has been made between the counterparties. The relevant Dutch Natural Gas Contract will be closed out once the receipt of cash payment has been verified.

9 Value Added Tax

9.1 UK Value Added Tax (VAT) is normally payable on natural gas deliveries. As described in the Commodities Contract Module, Clearing Members must provide the Clearing House with their UK VAT registration details prior to entering into Dutch Natural Gas Contracts. The amount of the VAT shall be paid simultaneously with the payment of the Delivery Value.

9.2 For tax accounting purposes, VAT is to be accounted for on gross transactions.

9.3 The Clearing House shall provide a VAT Invoice to each Clearing Member specifying details for the gross transactions for which the Clearing Member was a Delivery Buyer. The Clearing House shall provide this VAT Invoice on a monthly basis.

9.4 Clearing Members are requested to enter into a VAT self-billing agreement with the Clearing House. For Clearing Members that have entered into such an agreement, the Clearing House shall provide a Self-Billing VAT Invoice to each Clearing Member specifying details for the gross transactions for which the Clearing Member was a Delivery Seller. The Clearing House shall provide this Self-Billing VAT Invoice on a monthly basis.
9.5 For Clearing Members that have not entered into a VAT self-billing agreement, the Clearing Member is required to provide the Clearing House with a VAT Invoice specifying details for the gross transactions for which the Clearing Member was a Delivery Seller and the Clearing House was the Delivery Buyer. This VAT Invoice must be provided on a monthly basis.
Complaints Procedure

1 Introduction

This Complaints Procedure is designed to ensure that all Complaints received from Clearing Members are dealt with fairly and in an objective and prompt way.

2 Types of Complaints

2.1 Paragraphs 3 to 7 of this Complaints Procedure set out how a Clearing Member who has a Clearing House Complaint may make a formal complaint to the Clearing House and how the Clearing House will investigate and resolve such a complaint.

2.2 Paragraph 8 of this Complaints Procedure sets out how a Clearing Member who has a Clearing Member Complaint may make a formal complaint to the Clearing House and how the Clearing House will investigate and resolve such a complaint.

3 Requirements for Clearing House Complaints

3.1 A Clearing House Complaint must:

(a) be made in writing, dated and addressed to the Regulatory Compliance Officer, CME Clearing Europe Limited, One New Change, London EC4M 9AF;

(b) set out, so far as possible, full details of the substance of the Clearing House Complaint including, without limitation, the date(s) and place(s) when it occurred, the names of the persons involved;

(c) set out the outcome that is sought by the complainant;

(d) contain any other details or documentation that the complainant considers that the Clearing House shall require in order to investigate the Clearing House Complaint;

(e) be made no later than three (3) months after the conduct, behaviour or other actions that are the subject of the Clearing House Complaint or, if the conduct, behaviour or other actions complained of consists of a series of events, no later than three (3) months after the end of the last such event; and

(f) contain the complainant’s full name and address and the contact details of the person who the Clearing House should contact in relation to the Clearing House Complaint.
4 Acknowledgement and investigation

4.1 The Clearing House must acknowledge the Clearing House Complaint in writing, to the address shown on the letter of complaint, within ten (10) Business Days of receipt.

4.2 If, in the opinion of the Clearing House, the letter of complaint meets the Complaints Requirements (as set out in paragraph 3 above), the Clearing House will refer the Clearing House Complaint to an Investigation Committee. Complaints must be referred to the Investigation Committee within ten (10) Business Days of receipt of the letter of complaint by the Clearing House.

4.3 An Investigation Committee shall consist of any 3 of the following persons:

(a) The Chief Executive Officer of the Clearing House;
(b) The Chief Operating Officer of the Clearing House;
(c) Any head of department of the Clearing House;
(d) The Regulatory Compliance Officer of the Clearing House; and
(e) Any of the independent non-executive members of the Board;

providing always that an Investigation Committee shall have at least one Director among its number.

4.4 If, in the opinion of the Clearing House, the letter of complaint does not meet the Complaints Requirements, the Clearing House reserves the right not to commence an internal investigation until, in its opinion, the Complaints Requirements are met.

5 Internal investigation

5.1 The Investigation Committee has responsibility for carrying out an objective and thorough review and investigation of the Clearing House Complaint.

5.2 The Investigation Committee will carry out an investigation and review into the subject matter of the Clearing House Complaint (the Internal Investigation) and must deliver its report to the complainant and to the Board of the Clearing House within seventy (70) Business Days from the date on which the Clearing House Complaint was referred to it. The report will contain recommendations for resolving the Clearing House Complaint or it may contain no recommendations if, in the opinion of the Investigation Committee, this is considered to be appropriate. The report will also contain reasons for any decision taken by the Investigation Committee.
The costs of the Internal Investigation, review and report will be met entirely by the Clearing House.

6 Referral to an Independent Complaints Investigator

6.1 If the complainant is not satisfied with the outcome of the Internal Investigation, or if the complainant does not receive the Investigation Committee’s report within seventy (70) Business Days of the Clearing House Complaint being referred to it (and providing that the subject matter of the Clearing House Complaint (or substantially the same matters) shall not have already been referred to an independent investigator as a result of a Clearing House Complaint from the same complainant) the complainant may request that the Clearing House refer the Clearing House Complaint to an independent complaints’ investigator (the Independent Investigator) who has been nominated in accordance with the procedure set out in paragraph 6.4 below.

6.2 A complainant must make a referral request to the Clearing House:

(a) in writing to the Regulatory Compliance Officer of the Clearing House;

(b) no later than:

(i) ten (10) Business Days following receipt by the complainant of the report from the Investigation Committee (provided in accordance with paragraph 5.2 above); or

(ii) eighty (80) Business Days from the submission of the Clearing House Complaint to the Clearing House (in accordance with paragraph 3.1) if no report has been received from the Investigation Committee (as per paragraph 5.2).

6.3 The Clearing House must refer the Clearing House Complaint to an Independent Investigator within ten (10) Business Days of receipt of a written request for referral made in accordance with paragraph 6.2 above.

6.4 An Independent Investigator shall be nominated for the purposes of this Complaints Procedure by the Centre for Effective Dispute Resolution (CEDR), with whom the Clearing House will liaise. The Independent Investigator will:

(a) be independent of the Clearing House, meaning for the purposes of this Complaints Procedure, that the Independent Investigator is not and has not ever been an officer, director or employee of the Clearing House or any of its Affiliates;

(b) have appropriate knowledge of how clearing is carried out by the Clearing House and of the Rules and other relevant documentation, regulation and Applicable Law; and

(c) have appropriate experience of the market and/or activities to which the Clearing House Complaint relates.
6.5 The Clearing House will allow the Independent Investigator full access to records, staff and any key individuals or such other persons as may reasonably enable him to pursue his investigation and prepare his report and recommendations.

6.6 The Clearing House will pay the fees and expenses of the Independent Investigator.

6.7 If, for reasons beyond the Clearing House’s control, a referral to an Independent Investigator is not made within the ten (10) Business Day period referred to in paragraph 6.3, the Clearing House must notify the complainant in writing as soon as possible (but in any event no more than twelve (12) Business Days following dissemination by the Investigation Committee to the complainant of the report) of the reasons for the delay.

7 Independent Investigator's procedure for dealing with the Complaint

7.1 On being appointed, the Independent Investigator must immediately notify the complainant and the Clearing House in writing of its appointment and will invite both parties to make submissions and submit any documentation they wish, within a timescale that the Independent Investigator will determine. Wherever possible, the Independent Investigator’s investigation of a Clearing House Complaint referred to it under this Procedure will be concluded within two (2) months from the date of its nomination. Where this is not reasonably possible because of the nature or complexity of the Clearing House Complaint, or any other reasonable factor, the Independent Investigator will notify both the complainant and the Clearing House in writing and must provide a further date for the completion of the investigation.

7.2 The Independent Investigator can determine its own procedure for considering the Clearing House Complaint referred to it and may, without limitation, take one or more of the following steps to do so:

(a) interview one or more Representatives of the complainant;

(b) interview one or more Representatives of the Clearing House;

(c) seek further or other information from the Clearing House and/or the complainant; or

(d) make any further or reasonable inquiries as it deems fit in order to properly and fully investigate the Clearing House Complaint.

7.3 On concluding his investigation, the Independent Investigator will produce a written report setting out his findings, conclusions and reasons for his conclusions. A copy of this report will be provided by the Independent Investigator to both the complainant and the Clearing House. In his written report, the Independent Investigator may make such recommendations he deems fit in the circumstances including a recommendation that the Clearing House make a compensatory
payment to the complainant and/or takes remedial action to remedy the cause of the Clearing House Complaint.

7.4 The report will not be made public unless the complainant and the Clearing House agree that this should be the case. In the event that it is to be made public, the report will be published on the Website.

8 Clearing Member Complaints

8.1 Clearing Member Complaints should:

(a) be made in writing, dated and addressed to the Regulatory Compliance Officer, CME Clearing Europe Limited, One New Change, London, EC4M 9AF;

(b) set out, so far as possible, full details of the substance of the Complaint including, without limitation, the date(s) and place(s) when it occurred, the names of the persons involved;

(c) set out the outcome that is sought by the complainant;

(d) contain any other details or documentation that the complainant considers that the Clearing House shall require in order to investigate the Complaint;

(e) be made no later than three (3) months after the conduct, behaviour or other actions that are the subject of the Complaint or if the conduct, behaviour or other actions complained of consists of a series of events, no later than three (3) months after the end of the last such event; and

(f) contain the complainant's full name and address and the contact details of the person at the complainant who the Clearing House should contact in relation to the Complaint.
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