



ICE Clear Europesm

Clearing Rules

~~1-December-2014~~

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Part 1 General Provisions

Rule 101 *Definitions*

The term "**2003 Credit Derivatives Definitions**" means the document titled "2003 ISDA Credit Derivatives Definitions" dated 2003 published by ISDA as supplemented by (a) the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 Credit Derivatives Definitions (published by ISDA on 14 July 2009) and the Credit Derivatives Determinations Committees Rules (published by ISDA and as amended from time to time) and (b) the 2005 Matrix Supplement to the 2003 ISDA Credit Derivatives Definitions (published by ISDA on 7 March 2005), all including as supplemented or modified by incorporation of any additional provisions thereto (howsoever described) under, and as amended by, the Contract Terms for any relevant CDS Contract from time to time.

The term "**2014 Credit Derivatives Definitions**" means the document titled "2014 ISDA Credit Derivatives Definitions" published by ISDA on 21 February 2014 including as supplemented or modified by incorporation of any additional provisions thereto (howsoever described) under, and as amended by, the Contract Terms for any relevant CDS Contract from time to time.

The term "**2003-type CDS Contract**" means a CDS Contract incorporating the 2003 Credit Derivatives Definitions.

The term "**2014-type CDS Contract**" means a CDS Contract incorporating the 2014 Credit Derivatives Definitions.

The term "**Acceptance Notice**" has the meaning set out in the CDS Procedures.

The term "**Account**" means a Customer Account of a particular Contract Category, a Proprietary Account or an Individually Segregated Sponsored Account.

The term "**Accounting Standards**" means applicable accounting standards and principles.

The term "**Affected Customer**" means a Customer in respect of whom Applicable Laws in the Customer's jurisdiction of establishment or applicable in the context of activity on a relevant trading platform do not prevent or prohibit a Customer Account providing individual client segregation and a Customer Account providing omnibus client segregation (in the manner set out in Articles 39 and 48 of EMIR) being provided to the Customer.

The term "**Affected FM Party**" means a Person prevented, hindered or delayed by a Force Majeure Event.

The term "**Affiliated Person**" or "**Affiliate**" means, with respect to any specified Person, any other Person that Controls, is Controlled by, or is under common Control with, such specified Person.

The term "**Appeals Panel**" means the panel at which an appeal of a decision of a Disciplinary Panel is heard pursuant to Rule 1005.

(viii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (ix) causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in (i) to (viii) above; or (x) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts. For the purposes of this definition and for the avoidance of doubt, "Person", in the case of a CDS Clearing Member or Sponsored Principal in respect of CDS Clearing, includes any Office (as defined in the CDS Procedures) which the Clearing House and the CDS Clearing Member or Sponsored Principal have agreed pursuant to paragraph 8.2(b)(i) of the CDS Procedures that the CDS Clearing Member or Sponsored Principal may enter into a CDS Contract through or have an open CDS Contract recorded in the name of, or any Office of such CDS Clearing Member or Sponsored Principal through which it is acting.

The term "**Basis Trades**" means 'basis trades' under the LIFFE Rules and/or the ICE Futures Europe Rules.

The term "**BClear**" means the service operated by LIFFE which enables Financials & Softs Clearing Members to report bilateral trades to LIFFE for the purposes of the LIFFE Rules.

The term "**Bilateral CDS Transaction**" means: (i) a CDS transaction between two CDS Clearing Members (or, to the extent permitted in the CDS Procedures, involving the same CDS Clearing Member acting in two different capacities); or (ii) a CDS transaction between a CDS Clearing Member and an Affiliate of the same or a different CDS Clearing Member; or (iii) a CDS transaction between an Affiliate of a CDS Clearing Member and an Affiliate of the same or a different CDS Clearing Member; or (iv) any of cases (i), (ii) or (iii) but where a Sponsored Principal is party to the transaction instead of a CDS Clearing Member, (to which in either case (i), (ii), (iii) or (iv), for the avoidance of doubt, the Clearing House is not a party).

The term "**Board**" means the board of Directors or any other body established thereunder (whether called a board, a committee or otherwise) of the Clearing House.

The term "**Business Day**" means a day on which the Clearing House is open for business or, in relation to deliveries in respect of a particular F&O Contract, has the meaning given in the Delivery Procedures or, in relation to certain Contract Terms, has the meaning given in or pursuant to the Contract Terms Procedures, ICE Endex Rules, [ICE Endex UK Rules](#), [ICE Endex Continental Rules](#), ICE Futures Europe Rules, ICE Futures US Rules or LIFFE Rules.

The term "**Buyer**" means, in relation to deliveries under Part 7 or a Contract of Sale, the Clearing Member (or Sponsored Principal) or the Clearing House, whichever is obliged to receive delivery of a Deliverable (whether itself or through another Person).

The term "**Buying Counterparty**" means, in respect of a Contract: (a) except in circumstances in which sub-paragraph (c) below applies, the Clearing Member that was, before formation of a Contract, party to the corresponding Transaction (or specified in the CDS Trade Particulars or FX Trade Particulars) as buyer (or, in relation to CDS Contracts, as protection buyer or, in

or aggregation in accordance with these Rules, the terms and conditions of which are the relevant Contract Terms.

The term "**Contract Category**" means any of the three categories of Contract cleared by the Clearing House which are linked to a specific Guaranty Fund, i.e. F&O Contracts, CDS Contracts and FX Contracts.

For the definition of the term "**Contract Position**", see 'Open Contract Position' below.

The term "**Contract Terms**" means all the terms and conditions of a Contract, as applicable, in: (i) the general conditions set out in the Contract Terms Procedures; (ii) (in relation to ICE Endex Contracts only) the ICE Endex Rules; (iii) (in relation to ICE ~~Futures–Europe~~Endex UK Contracts only), the ICE ~~Futures–Europe~~Endex UK Rules; (iv) (in relation to ICE ~~Futures–US~~Natural Gas Continental Spot Contracts only) the ICE ~~Futures–US~~Endex Continental Rules; (v) (in relation to ICE Futures Europe Contracts only) the ICE Futures Europe Rules; (vi) (in relation to ICE Futures US Contracts only) the ICE Futures US Rules; (vii) (in relation to Financials & Softs Contracts only) the LIFFE Rules or the ICE Futures Europe Rules, as applicable; (viii) (except in relation to F&O Contracts which are settled only in cash) if such F&O Contract becomes deliverable or is a Contract of Sale, the relevant Delivery Procedures for the class of F&O Contract, the specified terms set out in the Contract Terms Procedures and ICE Endex Rules, ICE Endex UK Rules, ICE Endex Continental Rules, ICE Futures Europe Rules, ICE Futures US Rules or LIFFE Rules, as applicable; (ix) for CDS Contracts, the terms specified pursuant to Rule 1502; and (x) for FX Contracts, the general conditions set out in the Rules and Procedures.

The term "**Control**" means the rights and powers exercised over a Person by a Controller and its cognate terms shall be construed accordingly.

The term "**Controller**" has the meaning given to that term in section 422 of the FSMA.

The term "**Controller Guarantee**" means a guarantee given by a Controller of a Clearing Member under Rule 201(a)(xi).

The term "**Credit Support Document**" means any guarantee or letter of credit or other security interest issued or granted to or for the benefit of the Clearing House that guarantees, covers or secures the Clearing Member's or a Sponsored Principal's obligations under any Contract, but excluding any Pledged Collateral Addendum.

The term "**Credit Support Provider**" means, in respect of a Clearing Member or Sponsored Principal, each provider of a Credit Support Document in relation to that Clearing Member.

The term "**Custodian**" means any bank, custodian, sub-custodian, nominee, agent, depository or settlement system.

The term "**Customer**" means a Person who is a client or customer of a Clearing Member (which Customer may, subject to Applicable Law, be acting for one or more other clients or customers for purposes of the clearing of Contracts). In respect of a Sponsor, the term includes each of its Sponsored Principals.

The term "**Default Portability Rules**" means Rule 904 and any terms setting out the meaning of the defined terms used therein.

The term "**Defaulter**" means a Clearing Member or former Clearing Member or Sponsored Principal or former Sponsored Principal or Disclosed Principal Member or former Disclosed Principal Member in respect of whom a Default Notice has been issued.

The term "**Deliverable**" means any property, right, interest, register or book entry, commodity, certificate, property entitlement or Investment, which is capable of being delivered pursuant to an F&O Contract.

The term "**Delivery Default**" means a Clearing Member or Sponsored Principal failing to deliver or transfer to the Clearing House in full any Deliverable required to be delivered or transferred by that Clearing Member or Sponsored Principal under or in connection with any Contract, including a failure to deliver or transfer a Deliverable in accordance with the applicable Delivery Procedures, unless such failure constitutes a Force Majeure Event affecting the relevant Clearing Member or Sponsored Principal.

The term "**Delivery Facility**" means any Person or facility used for the delivery of Deliverables (excluding Transferors and Transferees), including but not limited to, warehouses appearing on the list of nominated warehouses as published by ICE Futures Europe, National Grid, GTS, GASPOOL, Fluxys Belgium, Huberator, TenneT, Elia, TSO (as such Persons are defined in the Delivery Procedures), facilities and systems (including gas or electricity transmission systems) operated by such Persons, and Registries (as defined in the Delivery Procedures).

The term "**Deriv/SERV**" means the system for storage and processing of trade information in relation to CDS operated by The Depository Trust & Clearing Corporation or its Affiliates, currently known as Deriv/SERV, or any successor thereto or any other similar service specified by the Clearing House as a trade information warehouse (not being a Repository) for CDS.

The term "**Designated Controller**" means a Controller that has: (i) been notified to the Clearing House by a Clearing Member or Sponsored Principal as a controller which should be taken into account by the Clearing House for purposes of calculating the Capital or Margin requirements of the Clearing Member or Sponsored Principal; and (ii) executed in favour of, and delivered to, the Clearing House an acceptable Controller Guarantee, which Controller Guarantee remains valid and in effect.

The term "**Director**" means a director of the Clearing House.

The term "**Disciplinary Panel**" means a disciplinary panel established pursuant to Rule 1003.

The term "**Disclosed Principal Member**" means, where a Clearing Member acts as agent for a disclosed principal in respect of its Energy Contract clearing business and such principal has been admitted by the Clearing House as a Disclosed Principal Member, that principal.

The term "**Dispute**" means any dispute, difference, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise) arising out of, in relation to, or in connection with these Rules or any Contract, including any dispute as to the

existence, construction, validity, interpretation, enforceability, termination or breach of these Rules or any Contract.

The term "**EFPs**" means 'exchange for physicals' under the ICE Futures Europe Rules or ICE Futures US Rules, as applicable or any similar transaction under LIFFE Rules or ICE Endex Rules.

The term "**EFSS**" means 'exchange for swaps' under the ICE Futures Europe Rules or 'exchange for related position' under ICE Futures US Rules, as applicable or any similar transaction under LIFFE Rules or ICE Endex Rules.

The term "**Eligible Currencies**" means USD, EUR, GBP, CAD, CHF, SEK and such other currencies as are specified as eligible in the Finance Procedures or otherwise by the Clearing House from time to time.

The term "**EMIR**" (European Market Infrastructure Regulation) means Regulation (EU) No, 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories and includes all delegated or implementing regulations, decisions and technical standards thereunder as interpreted in accordance with any applicable guidance publicly issued by ESMA or any Regulatory Authority.

The term "**Encumbrance**" means any claim, charge, mortgage, security, lien, equity, beneficial interest, power of sale, option or other right to purchase, usufruct, hypothecation, retention of title, right of pre-emption or other third party right or security interest of any kind or an agreement to create any of the foregoing.

The term "**Energy**" is used to refer to the Clearing of the ICE Endex, [ICE Endex UK](#), [ICE Endex Continental](#), ICE Futures Europe and ICE Futures US Markets, excluding the Clearing of Financials & Softs Contracts on the ICE Futures Europe market.

The term "**Energy Clearing Member**" means a Clearing Member that is authorised by the Clearing House to become party to Energy Contracts.

The term "**Energy Contracts**" means Contracts resulting from the clearing of Energy Transactions.

The term "**Energy Transaction**" means an ICE Endex Transaction, ICE [Endex UK Transaction](#), [ICE Futures Europe Transaction](#) (excluding a Financials & Softs Transaction) ~~or an~~, ICE Futures US Transaction [or ICE Natural Gas Continental Spot Transaction](#).

The term "**ESMA**" means the European Securities and Markets Authority or any successor entity.

The term "**EUR**" means the euro, or any other lawful currency that is a successor to it.

The term "**Event of Default**" has the meaning set out in Rule 901 and the term "**Default**" shall be construed accordingly.

The term "**Financials & Softs Matched Contract**" means a Contract resulting from a Financials & Softs Matched Transaction.

The term "**Financials & Softs Matched Transaction**" means a Transaction that occurs or occurred on LIFFE in accordance with the LIFFE Rules or a Transaction in respect of Financials & Softs Contracts that occurs or occurred on ICE Futures Europe in accordance with the ICE Futures Europe Rules.

The term "**Financials & Softs Transaction**" means a Financials & Softs Matched Transaction or a Financials & Softs Block Transaction where the related trade particulars or data submitted or provided to the Clearing House, LIFFE or ICE Futures Europe by or on behalf of a Clearing Member or Clearing Members (including by any Representative) will give rise to a Contract or Contracts if the relevant circumstances specified in Rule 401(a) occur (or in such a case but where a Sponsored Principal takes the place of one or both of the relevant Clearing Members).

The term "**Force Majeure Event**" means any occurrence outside the control of the Clearing House or the relevant Clearing Member or Sponsored Principal, as applicable, which hinders or prevents the performance in whole or in part of any of its obligations hereunder (excluding an obligation to make a payment, except for a payment by the Clearing House to a Clearing Member or Sponsored Principal that would be funded from a Clearing House Account at a Concentration Bank which Concentration Bank has not released or made available funds to the Clearing House when expected or required) (and, in relation only to any obligation of the Clearing House or a Clearing Member or Sponsored Principal under a Contract, which obligation has not yet fallen due, such an occurrence which would hinder or prevent performance in whole or in part of any of its obligations thereunder were the occurrence or effects of the occurrence to continue until the date of performance of the relevant obligation), including, but not limited to, fire, flood, storm, earthquake, explosion, war, hostilities, accidents howsoever caused, strike, labour dispute, lockout, work to rule or other industrial dispute, lack of energy supply, [disruption or blackout of gas or electricity transmission systems](#), criminal action, terrorist action, civil unrest, embargoes, acts of God, acts of a public enemy, unavailability or impairment of computer or data processing facilities, the actions or omissions of third Persons (including, without limitation, Deriv/SERV, Repositories, CLS Bank, any CDS Trade Execution/Processing Platform, FX Trade Exchange/Processing Platform, Delivery Facilities, Approved Financial Institutions, Concentration Banks, bank or electronic transfer systems, Exchanges, [Markets](#), Clearing Organisations, Governmental Authorities and Regulatory Authorities, but excluding the Clearing House in the case of a Force Majeure Event affecting the Clearing House and further excluding a Clearing Member, its Customers, Transferors and Transferees in the case of a Force Majeure Event affecting a Clearing Member and a Sponsored Principal in the case of a Force Majeure Event affecting a Sponsored Principal); and, for CDS Clearing Members, Sponsored Principals and the Clearing House in relation to CDS Contracts only, Illegality; or, in relation to delivery of a Deliverable pursuant to any F&O Contract, any event that is an event of force majeure (or similar event, howsoever defined) for that F&O Contract under the Contract Terms or Market Rules.

The term "**FSMA**" means the UK's Financial Services and Markets Act 2000.

Contributions and the Clearing House's discretions pursuant to Part 11); (ii) for the CDS Guaranty Fund, means a period for which the total amount of CDS Guaranty Fund Contributions for the CDS Guaranty Fund is fixed pursuant to the Finance Procedures (subject to any termination or suspension of any CDS Clearing Member's membership or status as a CDS Clearing Member, new CDS Clearing Members making CDS Guaranty Fund Contributions and the Clearing House's discretions pursuant to Part 11; or (iii) for the FX Guaranty Fund, means a period for which the total amount of FX Guaranty Fund Contributions for the FX Guaranty Fund is fixed pursuant to the Procedures (subject to any termination or suspension of any FX Clearing Member's membership or status as an FX Clearing Member, new FX Clearing Members making FX Guaranty Fund Contributions and the Clearing House's discretions pursuant to Part 9).

The term "**Guidance**" means guidance issued by the Clearing House pursuant to Rule 109(f).

The term "**HM Treasury**" means Her Majesty's Treasury in the UK and any successor thereto.

The term "**ICE Endex**" means ICE Endex Derivatives B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, registered with the trade register of the chamber of commerce in Amsterdam, the Netherlands, under number 09100980, and the regulated market it operates pursuant to a licence under section 5:26(1) of the Dutch Act on the Financial Supervision (*Wet op het financieel toezicht*).

The term "**ICE Endex Block Contract**" means a Contract resulting from an ICE Endex Block Transaction.

The term "**ICE Endex Block Trade Facility**" means the over-the-counter clearing service operated by ICE Endex in accordance with the ICE Endex Rules.

The term "**ICE Endex Block Transaction**" means an EFS, EFP or ICE Endex Block Trade Facility transaction reported through ICE Endex in accordance with the ICE Endex Rules.

The term "**ICE Endex Continental**" means ICE Endex Gas B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, registered with the trade register of the chamber of commerce in Amsterdam, the Netherlands, under number 34221038 0000.

The term "**ICE Endex Continental Rules**" means the rules of ICE Endex Continental to the extent that they are general in nature or apply to "*Products*" excluding "*Gas Storage Products*" (as such terms are defined in the rules of ICE Endex Continental), and, except when a particular rule is cross-referenced herein, has the same meaning as that given to the term "*Gas Market Rules*" in the rules of ICE Endex Continental, as amended from time to time.

The term "**ICE Endex Contract**" means an ICE ~~Futures~~ Endex Block Contract or an ICE Endex Matched Contract.

The term "**ICE Endex Matched Contract**" means a Contract resulting from an ICE Endex Matched Transaction.

The term "**ICE Endex Matched Transaction**" means a transaction that occurs or occurred on the ICE Endex regulated market in accordance with the ICE Endex Rules.

The term "**ICE Endex Rules**" means the rules of ICE Endex, and, except when a particular rule is cross-referenced herein, has the same meaning as that given to the term "*Rules*" in the rules of ICE Endex, as amended from time to time.

The term "**ICE Endex Transaction**" means an ICE Endex Matched Transaction or an ICE Endex Block Transaction where the related trade particulars or data submitted or provided to the Clearing House or ICE Endex by or on behalf of a Clearing Member or Sponsored Principal (including by any Representative) will give rise to a Contract or Contracts if the relevant circumstances specified in Rule 401(a) occur.

The term "**ICE Endex UK**" means ICE Endex Gas Spot Ltd. (a company registered in England and Wales with registration number 08254731) and the market operator known as ICE Endex Gas Spot Ltd.

The term "**ICE Endex UK Contract**" means an ICE Endex UK Matched Contract.

The term "**ICE Endex UK Matched Contract**" means a Contract resulting from an ICE Endex UK Matched Transaction.

The term "**ICE Endex UK Matched Transaction**" has the same meaning as that given to the term "*OCM Trade*" in the rules of ICE Endex UK, as amended from time to time.

The term "**ICE Endex UK Rules**" means the rules of ICE Endex UK, and, except when a particular rule is cross-referenced herein, has the same meaning as that given to the term "*Gas Market Rules*" in the rules of ICE Endex UK, as amended from time to time.

The term "**ICE Endex UK Transaction**" means an ICE Endex UK Matched Transaction where the related trade particulars or data submitted or provided to the Clearing House or ICE Endex UK by or on behalf of a Clearing Member will give rise to a Contract or Contracts if the relevant circumstances specified in Rule 401(a) occur.

The term "**ICE Futures Europe**" means ICE Futures Europe (a company registered in England and Wales with registration number 01528617) and the recognised investment exchange (as defined in the FSMA) known as and operated by ICE Futures Europe.

The term "**ICE Futures Europe Block Contract**" means a Contract resulting from an ICE Futures Europe Block Transaction.

The term "**ICE Futures Europe Block Trade Facility**" means the block trade facility operated by ICE Futures Europe in accordance with the ICE Futures Europe Rules.

The term "**ICE Futures Europe Block Transaction**" means an EFS, EFP or ICE Futures Europe Block Trade Facility Transaction reported through ICE Futures Europe in accordance with the ICE Futures Europe Rules.

The term "**ICE Group**" means the Clearing House and all its Group Companies.

The term "**ICE Natural Gas Continental Spot**" is used to refer to the Relevant ICE Exch Continental Product (as defined in Part 22) traded on ICE Exch Continental.

The term "**ICE Natural Gas Continental Spot Contract**" means an ICE Natural Gas Continental Spot Matched Contract.

The term "**ICE Natural Gas Continental Spot Matched Contract**" means a Contract resulting from an ICE Natural Gas Continental Spot Matched Transaction.

The term "**ICE Natural Gas Continental Spot Matched Transaction**" means a transaction in respect of an ICE Natural Gas Continental Spot that occurs or occurred on ICE Exch Continental in accordance with the ICE Exch Continental Rules.

The term "**ICE Natural Gas Continental Spot Transaction**" means an ICE Natural Gas Continental Spot Matched Transaction where the related trade particulars or data submitted or provided to the Clearing House or ICE Exch Continental, by or on behalf of a Clearing Member or Clearing Members (including by any Representative) will give rise to a Contract or Contracts if the relevant circumstances specified in Rule 401(a) occur.

The term "**ISDA**" means the International Swaps and Derivatives Association, Inc. and any successor thereto.

The term "**Illegality**" means where, after giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, these Rules, the Procedures and the applicable Contract Terms, due to an event or circumstance (other than any action taken by a Clearing Member or Sponsored Principal) occurring after a Contract arises, it becomes unlawful under any Applicable Law on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of a breach by the Clearing Member or Sponsored Principal of Rules 202 and 203), to perform any absolute or contingent obligation to make a payment or delivery in respect of such Contract, to receive a payment or delivery in respect of such Contract or to comply with any other material provision of the Rules and Procedures relating to such Contract.

The term "**Impossibility**" means where, after giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, these Rules, the Procedures and the applicable Contract Terms, due to an event or circumstance (other than any action taken by a Clearing Member or Sponsored Principal) occurring after a Contract arises, it becomes impossible on any day, or it would be impossible if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of a breach by the Clearing Member or Sponsored Principal of Rules 202 and 203), to perform any absolute or contingent obligation to make a payment or delivery in respect of such Contract, to receive a payment or delivery in respect of such Contract or to comply with any other material provision of the Rules and Procedures relating to such Contract.

The term "**Individually Segregated Margin-flow Co-mingled Account**" has the meaning set out in the definition of Margin-flow Co-mingled Account.

Principals, but in respect of which transfers of Permitted Cover to and from the Clearing House are co-mingled or netted with transfers of Permitted Cover relating to other Margin-flow Co-mingled Accounts of the same Clearing Member in accordance with Rules 302(a)(v)-(vi) and 503(k). A Margin-flow Co-mingled Account may be an Account: (i) in which solely assets and positions and related Margin relating to a particular Customer are recorded, in which case it will be an "**Individually Segregated Margin-flow Co-mingled Account**" and result in 'individual client segregation' for purposes of EMIR; or (ii) in which assets and positions and related Margin relating to a group of Customers (such as, without limitation, Customers that are Affiliates of one another or Customers which are all funds managed by the same fund manager or fund managers that are Affiliates of one another) are recorded, in which case it will be an "**Omnibus Margin-flow Co-mingled Account**" and result in 'omnibus client segregation' for purposes of EMIR.

The term "**Mark-to-Market Margin**" means cash required to be provided or actually provided by a Clearing Member or Sponsored Principal (by way of title transfer pursuant to a Clearing Membership Agreement or Sponsored Principal Clearing Agreement or, or for FCM/BD Clearing Members, by way of pledge pursuant to a Pledged Collateral Addendum) to the Clearing House or by the Clearing House to a Clearing Member related to the market value of a Clearing Member's or Sponsored Principal's Open Contract Positions relating to CDS Contracts, as determined pursuant to Rule 503(f)(ii) and the Finance Procedures and includes, where the context so requires, any proceeds of realisation of the same.

The term "**Mark-to-Market Price**" has the meaning given in Rule 503(g).

The term "**Market**" means ICE Endex, [ICE Endex UK](#), [ICE Endex Continental](#), ICE Futures Europe, ICE Futures US, LIFFE and any other market for which the Clearing House provides or may provide Clearing services (and for the purposes of Clearing Membership Agreements for CDS Clearing Members and FX Clearing Members only, also includes the over-the-counter markets for CDS and FX).

The term "**Market Rules**" means the rules, regulations, procedures of, and agreements governing, a Market, including the ICE Endex Rules, [ICE Endex UK Rules](#), [ICE Endex Continental Rules](#), ICE Futures Europe Rules, ICE Futures US Rules, LIFFE Rules and the procedures of each of ICE Endex, [ICE Endex UK](#), [ICE Endex Continental](#), ICE Futures Europe, ICE Futures US and LIFFE.

The term "**Membership Category**" means any of the three membership categories, as applicable to the clearing permissions of a Clearing Member or Sponsored Principal, that are linked to a specific Guaranty Fund, i.e. F&O, CDS and FX.

The term "**MiFID**" means Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC, and includes all delegated or implementing regulations, decisions and technical standards thereunder as interpreted in accordance with any applicable guidance publicly issued by ESMA or any Regulatory Authority.

The term "MiFID II" means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU and Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, and includes all delegated or implementing regulations, decisions and technical standards thereunder as interpreted in accordance with any applicable guidance publicly issued by ESMA or any Regulatory Authority.

The term "**Monetary Default**" means a Clearing Member or Sponsored Principal failing to transfer to, deposit with, or pay to, the Clearing House in full any Margin, Guaranty Fund Contribution, amount due under or in connection with any Contract or other amount due to the Clearing House or required by or pursuant to Market Rules, unless such failure constitutes a Force Majeure Event affecting the relevant Clearing Member or Sponsored Principal.

The term "**Money Laundering Directive**" means Directive 2005/60/EC and relevant implementing measures in each member state of the European Economic Area which has implemented Directive 2005/60/EC, including the Money Laundering Regulations 2007.

The term "**National Grid**" has the meaning given in the Delivery Procedures.

The term "**Network Code**" has the meaning given in the Delivery Procedures.

The term "**Nominated Bank Account**" means a Nominated Customer Bank Account or a Nominated Proprietary Bank Account.

The term "**Nominated Customer Bank Account**" means an account (if any) of a Clearing Member at an Approved Financial Institution, nominated by the Clearing Member in accordance with the Finance Procedures, used by the Clearing Member for transfers to or from the Clearing House of amounts due in respect of a particular Customer Account (or all its Margin-flow Co-mingled Accounts) which may be designated by a Clearing Member for payments in respect of a single Customer Account or Customer Accounts of a particular Customer Account Category (or all its Margin-flow Co-mingled Accounts). For the avoidance of doubt, a Nominated Customer Bank Account is not and does not form part of a Customer Account. The term includes a similar account nominated by a Sponsored Principal in accordance with Rule 1901(b) and 1902, which must be linked to the relevant Individually Segregated Sponsored Account.

The term "**Nominated Proprietary Bank Account**" means an account of a Clearing Member at an Approved Financial Institution, nominated by the Clearing Member in accordance with the Finance Procedures, used by the Clearing Member for transfers to or from the Clearing House of amounts due in respect of a Proprietary Account, which may be designated for payments in respect of F&O Contracts, FX Contracts, CDS Contracts or any or all of them. For the avoidance of doubt, a Nominated Proprietary Bank Account is not and does not form part of a Proprietary Account.

The term "**Non-DCM/Swap**" means, in relation to an FCM/BD Clearing Member, a transaction or Contract that is not a U.S. Future, SBS or a Swap (as described in paragraphs (i) or (ii) of the definition thereof) and that is a "foreign future" or "foreign option" made on or subject to the

rules of a “foreign board of trade”, each as defined in the CEA or regulations thereunder, which will include without limitation any such transaction or Contract that is an ICE Endex Transaction, an ICE Endex Contract, an ICE Futures Europe Transaction, an ICE Futures Europe Contract, a Financials & Softs Transaction and a Financials & Softs Contract.

The term "**Non-DCM/Swap Customer**", in respect of an FCM/BD Clearing Member, means a Customer with respect to a transaction or Contract that is a Non-DCM/Swap and which Customer is required by Applicable Laws to be treated as a Non-DCM/Swap Customer. A Person may be a Non-DCM/Swap Customer in relation to certain transactions or Contracts and another category of FCM/BD Customer in relation to other transactions or Contracts.

The term "**Non-DCM/Swap Customer Account**", in respect of an FCM/BD Clearing Member, means a kind of Customer Account with the Clearing House that is not a DCM Customer Account, Swap Customer Account or SBS Customer Account in relation to which the FCM/BD Clearing Member: (i) acts in its capacity as a clearing member in relation to Non-DCM/Swaps (other than Permitted Co-mingled Contracts) connected with the provision of services to Non-DCM/Swap Customers; and (ii) enters into market contracts in the capacity of a clearing member in relation only to transactions connected with the provision of services to Non-DCM/Swap Customers.

The term "**Non-Default Losses**" means losses, liabilities, damages, costs, claims, shortfalls or expenses incurred or suffered by the Clearing House that are not Investment Losses, arising in connection with any event other than an Event of Default and which threaten the Clearing House’s solvency.

The term "**Non-FCM/BD CDS Clearing Member**" means any CDS Clearing Member that is not an FCM/BD Clearing Member.

The term "**Non-FCM/BD Clearing Member**" means any Clearing Member that is not an FCM/BD Clearing Member.

The term "**Non-Transfer Positions**" in respect of a Customer Account of a Clearing Member, means the Customer Account Positions in respect of which either: (i) the relevant Customer has not made a Default Portability Preference; or (ii) a Default Portability Preference has been made by the relevant Customer but has not been communicated to the Clearing House by such Clearing Member or, where permitted, by such Customer, in each case in accordance with the Rules and the Procedures.

The term "**Omnibus Margin-flow Co-mingled Account**" has the meaning set out in the definition of Margin-flow Co-mingled Account.

The term "**Open Contract Position**", in respect of each Set of Contracts for a Clearing Member or Sponsored Principal from time to time, comprises the Contract Position and, for F&O Contracts only, the Net Amount Position, where:

(a) *Contract Position* means:

membership or status as a Sponsored Principal in respect of a particular Membership Category under Rule 917(c) or Rule 918, the date falling 20+x Business Days after the relevant Termination Notice Time where x= the total number of unexpired Business Days in the Cooling-Off Termination Period; (iii) notwithstanding (i) and (ii), in any case, such later date as the Clearing House may at its discretion permit and notify in writing to the affected Clearing Member or Sponsored Principal; or (iv) in respect of termination of clearing membership or status as a Sponsored Principal following an Event of Default under Rule 209(a)(i), is inapplicable.

The term "**Termination Close-Out Time**" means: (i) in respect of termination of clearing membership or status as a Sponsored Principal generally (other than following an Event of Default under Rule 209(a)(i)), the time at which a Clearing Member or Sponsored Principal ceases to be party to any open Contracts with the Clearing House; (ii) in respect of termination of clearing membership or status as a Sponsored Principal in respect of a particular Membership Category, the time at which a Clearing Member or Sponsored Principal ceases to be party to any open Contracts of the relevant Membership Category with the Clearing House; or (iii) in respect of termination of clearing membership or status as a Sponsored Principal generally following an Event of Default under Rule 209(a)(i), is inapplicable.

The term "**Termination Date**" means: (A) in respect of termination of clearing membership or status as a Sponsored Principal either generally or in respect of a particular Membership Category (other than following an Event of Default under Rule 209(a)(i)), the later of: (i) where applicable, the Termination Close-Out Deadline Date; and (ii) the date of the Termination Close-Out Time; or (B) in respect of termination of clearing membership or status as a Sponsored Principal generally following an Event of Default under Rule 209(a)(i), the date on which default proceedings are completed or such other date as is specified by the Clearing House in writing.

The term "**Termination Notice**" means a notice served by a Clearing Member of termination of its membership or of its membership of a particular Membership Category or by a Sponsored Principal of termination of its status as such in respect of a particular Membership Category under Rule 209(c)(i)(A) or Rule 917(c).

The term "**Termination Notice Time**" means the time of service by a Clearing Member or Sponsored Principal of a Termination Notice.

[The term "**Trade Nomination**" has the meaning given in the Delivery Procedures.](#)

The term "**Transaction**" means: (i) in respect of the Clearing of CDS Contracts, CDS Trade Particulars; (ii) in respect of the Clearing of F&O Contracts, any F&O Transaction; or (iii) in respect of the Clearing of FX Contracts, FX Trade Particulars. For the avoidance of doubt: (A) CDS Trade Particulars, FX Trade Particulars or an F&O Transaction will be valid and constitute a Transaction for purposes of this definition regardless of whether they reflect a binding contract or transaction between two Clearing Members (or any Sponsored Principal) or between a Clearing Member and its Customer and CDS Trade Particulars, FX Trade Particulars or an F&O Transaction shall include any trade particulars or any data resulting from the matching of any trade or block orders; and (B) in the case of an F&O Transaction made on or reported to a

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- (iii) in relation to an Individually Segregated Sponsored Account, the Sponsored Principal Clearing Agreement;
- (iv) in relation to an Individually Segregated Sponsored Account, the Sponsor Agreement;
- (v) in the case of CDS Contracts only, the CDS Procedures;
- (vi) in the case of Energy Contracts traded on ICE Endex only, in relation to those aspects of the ICE Endex Rules that include Contract Terms only, the ICE Endex Rules;
- (vii) in the case of Energy Contracts traded on ICE Endex UK only, in relation to those aspects of the ICE Endex UK Rules that include Contract Terms only, the ICE Endex UK Rules;
- (viii) in the case of Energy Contracts traded on ICE Endex Continental only, in relation to those aspects of the ICE Endex Continental Rules that include Contract Terms only, the ICE Endex Continental Rules;
- (ix) ~~(vii)~~ in the case of Energy Contracts traded on ICE Futures Europe only, in relation to those aspects of the ICE Futures Europe Rules that include Contract Terms only, the ICE Futures Europe Rules;
- (x) ~~(viii)~~ in the case of Energy Contracts traded on ICE Futures US only, in relation to those aspects of the ICE Futures US Rules that include Contract Terms only, the ICE Futures US Rules;
- (xi) ~~(ix)~~ in the case of Financials & Softs Contracts traded on LIFFE, in relation to those aspects of the LIFFE Rules that include Contract Terms only, the LIFFE Rules;
- (xii) ~~(x)~~ in the case of Financials & Softs Contracts traded on ICE Futures Europe, in relation to those aspects of the ICE Futures Europe Rules that include Contract Terms only, the ICE Futures Europe Rules;
- (xiii) ~~(xi)~~ in the case of F&O Contracts only, the Contract Terms other than those set out in these Rules or Market Rules (except as set out in Rule 102(f)(i)) (excluding the Rules and any other document incorporated by reference);
- (xiv) ~~(xii)~~ the Procedures (excluding any Contract Terms set out in the Procedures) save to the extent included in (v);
- (xv) ~~(xiii)~~ Market Rules other than those referred to in (vi) to ~~(ix)~~xiii above (excluding any document described in Rule 102(f)(i) to ~~(xix)~~xiii incorporated by reference);
- (xvi) ~~(xiv)~~ any Guidance;

- (xvii) ~~(xv)~~ any Circular (except for a Circular communicating an amendment to any of the above documents in accordance with these Rules, in which case the amendments communicated in such Circular shall be binding on the effective date specified in the Circular as if such amendments were one of those documents);
- (xviii) ~~(xvi)~~ in the case of CDS Contracts recorded in a Segregated Customer Omnibus Account For CDS or Segregated TTFCA Customer Omnibus Account For CDS, the CDS Standard Terms (solely to the extent that the CDS Standard Terms may be of interpretative relevance to the Rules or a CDS Contract);
- (xix) ~~(xvii)~~ in the case of F&O Contracts recorded in a Segregated Customer Omnibus Account For F&O or Segregated TTFCA Customer Omnibus Account For F&O, the F&O Standard Terms (solely to the extent that the F&O Standard Terms may be of interpretative relevance to the Rules or an F&O Contract);
- (xx) ~~(xviii)~~ in the case of FX Contracts recorded in a Segregated Customer Omnibus Account For FX or Segregated TTFCA Customer Omnibus Account For FX, the FX Standard Terms (solely to the extent that the FX Standard Terms may be of interpretative relevance to the Rules or an FX Contract); and
- (xxi) ~~(xix)~~ in the case of CDS Contracts and Customer-CM CDS Transactions, the Settlement and Notices Terms.
- (g) All Clearing Members must comply with the relevant provisions of EMIR and other Applicable Law when providing services to Customers. In particular, all Clearing Members must offer, at least, a choice of one Customer Account providing individual client segregation and one Customer Account providing omnibus client segregation (in the manner set out in Articles 39 and 48 of EMIR) to all Affected Customers. For a Clearing Member that is prevented or prohibited under Applicable Laws itself from providing such Customer Accounts to an Affected Customer, this offer must include, to the extent possible and practicable under Applicable Laws, an offer to procure the provision to the Affected Customer of such a Customer Account by another Clearing Member (which may be an Affiliate). Clearing Members must provide details of the costs and level of protection under individual versus omnibus segregation. A Clearing Member must record the choice of omnibus or individual client segregation made by each of its Customers in writing.
- (h) All references to timings or times of day are to London (UK) times, unless indicated otherwise. Business hours shall occur only on Business Days and shall be construed accordingly.
- (i) All references to "tax" shall include, without limitation, any tax, levy, impost, duty, or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying the same).

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- (iv) Customer Account of any class be netted, combined or offset with any Contract recorded in any of that Clearing Member's or Defaulter's Proprietary Accounts;
- (v) particular Customer Account be netted, combined or offset with any Contract recorded in another Customer Account of the same Clearing Member or Defaulter; or
- (vi) particular Proprietary Account be netted, combined or offset with any Contract recorded in another Proprietary Account of the same Clearing Member or Defaulter;

(except as expressly provided under the Rules and to the extent permissible under Applicable Laws).

For the avoidance of doubt and ease of reference, the following provisions or documents relevant to asset and account segregation also apply in respect of each Segregated Customer Omnibus Account for CDS, Segregated Customer Omnibus Account for F&O and Segregated Customer Omnibus Account for FX of each Clearing Member that is subject to CASS 7.18 of the FCA rules, as well as each Individually Segregated Sponsored Account and Margin-flow Co-mingled Account of such a Clearing Member in respect of which the Clearing House gives an acknowledgement in accordance with paragraph (viii) below:

- (vii) the third and fourth sentences of clause 5.3 of the Clearing Membership Agreement (and equivalent provisions of the Sponsored Principal Clearing Agreement and Sponsor Agreement, if applicable); and
- (viii) any letter delivered to the Clearing House pursuant to CASS 7.18, where the Clearing House has countersigned the same and returned it to the Clearing Member.

Any reference in these Rules or the Procedures to Rule 102(q) shall be deemed to include a reference to such provisions as are mentioned in paragraph (vii) and such letters as are mentioned in paragraph (viii), as are applicable to the Clearing Member concerned.

- (r) The Rules shall at all times be observed, interpreted and given effect to in the manner most conducive to the promotion and maintenance of recognition of:
 - (i) the Clearing House as a recognised clearing house under the FSMA, [as having any status or licence granted by a Market or Delivery Facility](#), as a registered derivatives clearing organization under the CEA and as a registered clearing agency under the Exchange Act and any other legal or regulatory status it has from time to time under any other Applicable Law;
 - (ii) the good reputation of the Clearing House (and Clearing Members and Sponsored Principals);

- (x) If a Person with obligations under these Rules or a Contract is a partnership, the liability of each partner in the partnership under or in connection with these Rules or the Contract shall be joint and several. In the event of any circumstances which would be operation of Applicable Law give rise to the dissolution of the partnership, or entitle a partner to seek an order to dissolve the partnership, the obligations of the partners shall remain in full force and effect.

(y) [Where a Contract is not a derivative for the purposes of MiFID or MiFID II, or any national implementing measure of a member state of the European Economic Area, any provisions in these Rules with respect to Repositories shall not apply, unless the Clearing House or other relevant persons determine to submit details to Repositories on a voluntary basis.](#)

Rule 103 *Delay in performance by the Clearing House*

Subject to the provisions of the Contract Terms and further subject as set out in the Procedures, where an obligation of the Clearing House must be performed immediately, promptly or by or prior to a specified time or date but is not so performed, the Clearing House shall not be in breach of these Rules if, having used all reasonable endeavours to perform such obligation by such specified time or date, it performs the relevant obligation promptly after such specified time or date.

Rule 104 *Invoicing Back and Specification of Terms*

- (a) Other than in circumstances in which Rule 912 applies and subject to Rules 104(c) to (f), if a Force Majeure Event, Illegality or Impossibility affects Contracts of a particular Set, the Clearing House shall have the right, in consultation with the relevant Market (if any) to:
 - (i) Invoice Back Contracts of such Set; or
 - (ii) specify or over-ride the price or other terms of Contracts of such Set.
- (b) The Clearing House shall in addition have the right, in consultation with the relevant Market, to Invoice Back an Energy Contract that is subject to delivery or tender in the circumstances and in the manner set out in the Delivery Procedures.
- (c) Any instance of Invoicing Back or specification or over-riding of price or other terms under Rule 104(a) must, subject to Rule 109(c), be approved in advance by an affirmative vote of the Board at a quorate meeting, at which meeting the facts giving rise to the Force Majeure Event, Illegality or Impossibility, as the case may be, will be considered and at which the Board decides that it would be appropriate to exercise the right in question. Any exercise of such a right will further be undertaken subject to any additional processes established pursuant to documents governing the internal governance of the Clearing House and its committees.
- (d) Neither Invoicing Back rights nor specification or over-riding of price or other terms rights under Rule 104(a) or 104(b) are to be exercised by the Clearing House to deal with

the general management of an Event of Default (such as for the purpose of changing the amount of any liability of the Clearing House to a Defaulter (or deemed defaulter) or to a Clearing Member or Sponsored Principal which would be a Defaulter on the making of the relevant declaration by the Clearing House under Rule 901(a) or of any liability of any Defaulter (or deemed defaulter) or any such Clearing Member or Sponsored Principal to the Clearing House) or as an alternative to applying the process in Part 10 *et seq.* in circumstances in which such provisions apply. However, nothing in this Rule 104(d) shall prevent the Clearing House from exercising its rights under Rule 104(a) or Rule 104(b) in respect of a Contract to which a Defaulter is party where, in the case of Rule 104(a), a Force Majeure Event, Illegality or Impossibility affects a Contract of a particular Set to which a Defaulter is party in a similar way to that in which it affects Contracts of the same Set to which non-defaulting Clearing Members or Sponsored Principals are party, where the Clearing House takes similar action in respect of Contracts of the same Set of non-defaulting Clearing Members and Sponsored Principals in accordance with this Rule 104 or where, in respect of Rule 104(b) and an Energy Contract that is subject to delivery or tender, the Delivery Procedures provide for Invoicing Back to take place in respect of a Defaulter's Contract.

- (e) Where the Clearing House exercises any of its rights under Rule 104(a) or (b), it will do so in good faith and in accordance with Rule 102(r).
- (f) The Clearing House will not exercise any rights under Rule 104(a) or (b) to Invoice Back or specify or over-ride the price or other terms of any Contract to which a Clearing Member or Sponsored Principal is party unless there is an objective justification for it doing so and such an approach is applied objectively. The price at which any Invoicing Back or specification or over-riding of price or other terms under Rule 104(a) or (b) is executed shall be determined in a commercially reasonable manner and, in respect of an Energy Contract that is subject to delivery or tender, in accordance with the Delivery Procedures. The process established in Rule 109(k) shall apply to any class of Contract whenever the Clearing House exercises its rights under Rule 104(a), *mutatis mutandis*.
- (g) Provided that any rights exercised under this Rule 104 are exercised in accordance with this Rule 104, any resulting Invoicing Back, specification or over-riding of price or other terms by the Clearing House shall be final and binding for the purposes of these Rules and not be subject to challenge by any Person under these Rules or otherwise, except in the case of manifest error, negligence or fraud.

Rule 105 *Termination*

- (a) If at any time the Clearing House decides to or must cease acting as a clearing house, either generally, in relation to a particular Exchange or in relation to a class of Contracts (including if it determines, following loss of any authorisation, status, approval or recognition from a Regulatory Authority, a Delivery Facility or a Market, that it is unable to continue its business or a particular business), it shall give advance notice of the proposed Withdrawal Date by Circular. In the event of a complete cessation of services or of services in relation to a particular Exchange or any class of Contracts, at least four months' notice shall be necessary unless any action by the Regulatory Authority,

[Delivery Facility or Market giving rise to the cessation of services takes effect within a shorter period.](#) In any other event for which there is a Withdrawal Date, at least one month's notice shall be necessary. The Clearing House shall be entitled to postpone any such Withdrawal Date, generally or in respect of any individual Clearing Member, Sponsored Principal, Exchange or class of Contract.

- (b) If, at any Withdrawal Date, any affected Contracts have not been finally settled, the Clearing House shall be entitled to terminate any or all such Contracts and require any such Contracts to be cash settled on terms specified by the Clearing House in accordance with Rule 104.
- (c) Rule 918(a)(i), (ii), (iii), (v), (vi) and (vii) and Rule 918(b) shall apply, *mutatis mutandis*, in relation to a termination of the Clearing House's services, whether generally or in respect of a particular Contract Category, as applicable, in the event of any termination under this Rule 105. For such purposes, the term Termination Notice Time as used in Rule 918 shall be read as referring to the time at which the Clearing House issues a notice relating to the withdrawal, the terms Termination Close-out Deadline Date and Termination Date as used in Rule 918 shall be read as referring to the Withdrawal Date, the term Relevant Contract Category as used in Rule 918 refers to the Sets of Contracts being withdrawn and the terms Relevant Membership Category, Relevant Guaranty Fund Contributions and Relevant Assessment Contributions as used in Rule 918 shall be interpreted accordingly.¹

Rule 106 *Confidentiality and Information*

- (a) The Clearing House shall be entitled to keep records in an electronic or durable medium of all data or information available to it under these Rules or otherwise concerning Clearing Members (including financial statements filed with the Clearing House), Customers, Sponsored Principals, Sponsors, Accounts, Margin, Transactions, Contracts, past or current Open Contract Positions, deliveries and settlement. All information received or held by the Clearing House concerning Transactions, Contracts or past or current Open Contract Positions carried by the Clearing House or positions with any other Clearing Organisation for a Clearing Member or Sponsored Principal or relating to any Customer, or concerning Margin payments between the Clearing House or any other Clearing Organisation and a Clearing Member or Sponsored Principal or concerning deliveries made by or to a Clearing Member or any of its Transferors or Transferees or any financial statements filed with the Clearing House by any Clearing Member or Sponsored Principal or any other information relating to a Clearing Member, Sponsored Principal, Sponsor or Customer provided by a Clearing Member, Sponsored Principal, Sponsor or Customer to the Clearing House at the Clearing House's request, or pursuant to the Rules or Applicable Laws shall be held in confidence by the Clearing House and shall not be made known to any other Person except that each Clearing Member, Sponsored Principal, Sponsor and Customer hereby consents to the Clearing House making the following disclosures, subject to such terms and conditions as the Clearing House may from time to time deem appropriate:

¹ Rule 105(c) applies only to the F&O and FX Contract Categories. Rule 105(c) under the Continuing CDS Rule Provisions applies to the CDS Contract Category.

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- (ix) to any Person or to the public as a result of its complaints procedure or disciplinary proceedings;
 - (x) to any Person if the information comes into the public domain, other than as a result of a breach of this Rule by the Clearing House or its Representatives;
 - (xi) in the case of information concerning any Individually Segregated Sponsored Account, to the Sponsor or Sponsored Principal in respect of such Account;
 - (xii) in the case of information concerning any Customer, to any Clearing Member with a relationship with such Customer in respect of one of its Customer Accounts; ~~or~~
 - (xiii) otherwise with the written consent of the Person or Persons to whom the confidential information relates; or
 - (xiv) pursuant to any obligation on the Clearing House under the Network Code, the Fluxys Belgium Rules, the Huberator Terms or the GTS Rules (as such terms are defined in the Delivery Procedures).
- (b) Clearing Members, Sponsored Principals, Sponsors and Customers are given notice that the Clearing House is subject to section 348 (Restrictions on disclosure of confidential information by the FCA / PRA etc.) and regulations made under section 349 (Exemptions from section 348) of the FSMA. Clearing Members, Sponsored Principals, Sponsors and Customers shall be deemed to consent to any use, disclosure or non-disclosure of information by the Clearing House that is required or permitted pursuant to such provisions.
- (c) The Clearing House is a Data Controller in relation to Personal Data provided to it by Clearing Members, Sponsored Principals, Customers and their Representatives. Each Clearing Member and Sponsored Principal shall ensure that:
- (i) any and all of its Representatives in relation to whom Personal Data are provided to the Clearing House ("**Data Subjects**") have consented in advance to such data being Controlled and Processed by the Clearing House or, if not a natural person, have agreed to procure such consent to the extent necessary;
 - (ii) the disclosure of Personal Data by the Clearing Member, Sponsored Principal or its Representatives is in all respects and in each case lawful; and
 - (iii) the information set out in Rule 106(d) has been provided to each Data Subject prior to disclosure of Personal Data relating to such Data Subject to the Clearing House.
- (d) The Clearing House shall have the right to disclose Personal Data to such Persons and for such purposes as are set out in Rule 106(a). The Clearing House and other Persons referred to in Rule 106(a) may transfer Personal Data outside the European Economic Area and Process Personal Data outside the European Economic Area.

Rule 109 *Alteration of Rules, Procedures, Guidance and Circulars*

- (a) The Clearing House shall provide details (which, where appropriate, will include a reasoned account) of any Rule Change in a Circular. A Rule Change shall take effect and be binding on the Clearing House, Clearing Members, Sponsored Principals and other Persons who have agreed to be bound by the Rules on the relevant date specified by the Clearing House in a Circular. Where the reason for any Rule Change is not manifest in the amended text of the Rules, the Clearing House will seek to provide an appropriate reasoned account of the Rule Change.
- (b) The Clearing House shall be entitled, at its discretion, to make any Rule Change at any time and without consulting Clearing Members or any other Persons where such Rule Change:
 - (i) is of a minor nature and relates to Rules of an administrative or commercial nature;
 - (ii) is of a limited, technical nature, if a consultation is reasonably considered by the Clearing House not to be appropriate;
 - (iii) relates to the Clearing House's fees, if a consultation is reasonably considered by the Clearing House not to be appropriate;
 - (iv) is considered by the Clearing House to be necessary as a result of an Event of Default, Force Majeure Event or Financial Emergency which has been recognised by an affirmative vote of the Board at a quorate meeting (subject always to Rule 109(c)) and subject to any processes established pursuant to documents governing the internal governance of the Clearing House and its committees;
 - (v) is required to ensure compliance by the Clearing House or any Clearing Member, Sponsored Principal or Customer with Applicable Laws, Accounting Standards or the requirements of any Governmental Authority or Regulatory Authority or is necessary or desirable to maintain the Clearing House's status as a recognised clearing house under the FSMA, [any Clearing House's status or licence granted by any Delivery Facility or Market](#), or any other legal or regulatory status it has under any other Applicable Law;
 - (vi) concerns the parameters for Margin or the Guaranty Fund or classes of or haircuts for Permitted Cover, if a consultation is reasonably considered by the Clearing House not to be appropriate;
 - (vii) results from, and is or can be implemented solely by, a change in:
 - (A) Market Rules made by the relevant Market;
 - (B) the Credit Derivatives Determinations Committees Rules made by the Persons lawfully entitled to amend that document; or

Rule 111(c)

- (ii) any failure or malfunction of or inability to use any systems, communication lines or facilities or technology supplied, operated or used (directly or indirectly) by the Clearing House ~~or~~, any Exchange or any Delivery Facility or the suspension, restriction or closure of any Market ~~or~~, Exchange or Delivery Facility;
- (iii) any act or omission of any Exchange, any Market, any Delivery Facility, any Clearing Member or any other third party including any error in relation to price data;
- (iv) any Force Majeure Event affecting the Clearing House (including, in relation to a delivery, a Force Majeure Event affecting a Person making or taking delivery on behalf of the Clearing House);
- (v) any dispute relating to the validity, existence or terms of any Contract;
- (vi) the exercise (or failure to exercise) by the Clearing House of any discretion or right conferred upon it pursuant to these Rules;
- (vii) the exercise (or failure to exercise) by any Exchange of any discretion or right conferred upon it pursuant to its rules (including, without limitation, in relation to error trades);
- (viii) any indirect or consequential loss, liability, damage, injury, cost or expense, any loss of profit (whether direct or indirect) or any loss of bargain;
- (ix) any action in libel, defamation or slander in connection with the issue of any Default Notice, conduct of any proceedings relating to an Event of Default, the timing of termination of any Contracts or the manner in which or the price at which any Contracts are terminated following an Event of Default;
- (x) rejection of any application to become a Clearing Member;
- (xi) any Contract being void pursuant to Rule 403 or avoided pursuant to Rule 404, including (without limitation) the causes and consequences of such Contract being void or voidable;
- (xii) any action or inaction on the part of a Transferor or Transferee;
- (xiii) in respect of a Contract subject to tender, delivery or physical settlement:
 - (A) a tender given by the Clearing House;
 - (B) any documents accompanying a tender as required by Market Rules or the Procedures;
 - (C) the performance by the Clearing House of its obligations to make delivery of a Deliverable under a Contract or to pay the price or Exchange Delivery Settlement Price; or

(D) any other loss, liability, damage, injury, cost or expense arising under the terms of a Contract in relation to tender, delivery or physical settlement,

unless, the relevant Clearing Member gives notice of its loss, liability, damage, injury, cost or expense within seven Business Days of either the day on which relevant documents must be taken up and paid for by the Clearing Member (whether or not the Clearing Member fulfils that obligation) or the Clearing Member must take delivery of the Deliverable, whichever is the earlier;

- (xiv) as a result of any action taken by it pursuant to Market Rules on the basis that Market Rules are to any extent invalid or *ultra vires* or that a determination or request made by the Market or any agreement made by the Market, is *ultra vires* or incompatible with Market Rules;
- (xv) any express or implied representations or warranties in relation to the Clearing House's systems, including, but not limited to, representations or warranties of good title, merchantability and fitness for purpose or for a particular use;
- (xvi) any statement, representation, assurance or warranty of the Clearing House or any other Person other than as expressly set out in the Rules, Procedures, Contract Terms, a Clearing Membership Agreement, a Sponsored Principal Clearing Agreement or a Sponsor Agreement; or
- (xvii) any action, suit or proceeding brought against the Clearing House over one year after the time that a cause of action, suit or proceeding has accrued;

provided that neither this Rule 111(c) nor any other provision of these Rules shall affect the application of section 291 of the FSMA or shall exclude or restrict the liability of the Clearing House or any other Person for:

- (xviii) fraud, bad faith, gross negligence or wilful misconduct;
 - (xix) personal injury or death resulting from negligence, recklessness, or an intentional act or omission;
 - (xx) obligations under Contracts (except that, other than as provided in Part 7, the terms of CDS Contracts, Part 15, the terms of FX Contracts, Part 17, and the Procedures, the Clearing House shall have no obligation physically to make or accept delivery of any Deliverable and shall have no liability arising out of the failure or lateness of another Clearing Member (or its Transferor or Transferee) physically to make or accept any such delivery or make any such payment); or
 - (xxi) any liability which in accordance with Applicable Laws cannot be excluded, to the extent such liability cannot lawfully be excluded.
- (d) Any possible action, suit or proceeding against the Clearing House must be notified to the Clearing House as soon as reasonably practicable, including all relevant details then known and supporting documentation.

- (p) This Rule 117 applies to Disputes in connection with Sponsored Principals and Sponsored Principal Clearing Agreements in the same way that it applies to Disputes in connection with Clearing Members and Clearing Membership Agreements;
- (q) This Rule 117 applies to Disputes in connection with Sponsors and Sponsor Agreements in the same way that it applies to Disputes in connection with Clearing Members and Clearing Membership Agreements;⁵

Part 2 Clearing Membership

This Part 2 does not apply to Sponsored Principals save to the extent expressly set out in Part 19.

Rule 201 *Clearing Membership Criteria*

- (a) In order to attain and maintain membership as a Clearing Member, a Person must, at a minimum, as from the date on which it is proposed that it becomes a Clearing Member:
- (i) have paid the Clearing House's (non-refundable) application fee (if applicable) and provided completed membership application forms;
 - (ii) (if proposing to become a Clearing Member in relation to ICE Endex Transactions) be a member of ICE Endex;
 - (iii) (if proposing to become a Clearing Member in relation to ICE Futures Europe Transactions) be a member of ICE Futures Europe;
 - (iv) (if proposing to become a Clearing Member in relation to ICE Futures US Transactions) be a member of ICE Futures US;
 - (v) (if proposing to become a Clearing Member in relation to ICE Endex UK Transactions) each Clearing Member's Transferor and Transferee must: (A) be a member of ICE Endex UK or have other adequate arrangements in place to enable the Clearing Member, effectively and promptly, to manage the default of its Transferors and Transferees for ICE Endex UK Transactions; (B) be a User (as such term is defined in the Network Code); and (C) where a Clearing Member's Transferor or Transferee is not a Trader User, hold a Gas Transporter's Licence or a Shipper's Licence (as such terms are defined in the Network Code), which in either case is in force with no notice of revocation having been given in respect of such designations;
 - (vi) (if proposing to become a Clearing Member in relation to ICE Natural Gas Continental Spot Transactions) each Clearing Member's Transferor and Transferee must: (A) be a member of ICE Endex Continental or have other adequate arrangements in place to enable the Clearing Member, effectively and promptly, to manage the default of its Transferors and Transferees for ICE Natural Gas Continental Spot Transactions; (B) be a Licensed Shipper (as defined in the Delivery Procedures), with no notice of revocation having been given in respect of such designations;
 - (vii) ~~(v)~~ be a user of or otherwise have access to at least one Repository (if any) for the Contracts it proposes to clear;
 - (viii) ~~(vi)~~ (if proposing to become a Clearing Member in relation to Financials & Softs Transactions that are made on or reported to LIFFE) be a member of LIFFE;

- (ix) ~~(vii)~~ have nominated a Person, satisfactory to the Clearing House, who is (A) a director, general partner, trustee or officer of the applicant (or Person occupying a similar status or performing similar functions), (B) responsible for the clearing operations of the applicant and (C) authorised to act on behalf of the applicant in all transactions with or involving the Clearing House, and have nominated a second Person who meets the requirements of (A) above and is authorised to act on behalf of the applicant in the event of the death, incapacity or other inability of the first Person to so act;
- (x) ~~(viii)~~ maintain and, where applicable, procure that all of its Designated Controllers maintain, sufficient Capital in accordance with Rule 206;
- (xi) ~~(ix)~~ where a Controller Guarantee is or is to be provided by a Designated Controller, procure that the Controller Guarantee is executed in such form and delivered in such manner as the Clearing House may prescribe from time to time;
- (xii) ~~(x)~~ be party to a Clearing Membership Agreement with the Clearing House;
- (xiii) ~~(xi)~~ have in place all necessary regulatory authorisations, licences, permissions and approvals in its country of origin, the UK and any other jurisdiction in which it conducts business;
- (xiv) ~~(xii)~~ be fit and proper, have sufficient qualities of financial responsibility, operational capacity, business integrity, reputation and competence as the Clearing House, in its discretion, considers necessary or appropriate and satisfy the Clearing House that its directors, officers and Controllers also satisfy such tests;
- (xv) ~~(xiii)~~ satisfy the internal stringent credit criteria established by the Clearing House, such satisfaction to be confirmed by an examination of its books and records; provided further that this requirement may, at the discretion of the Clearing House, be met by a Controller of the Clearing Member if such Controller provides a guarantee in accordance with the Finance Procedures;
- (xvi) ~~(xiv)~~ have such facilities, equipment, operational capability, personnel, hardware and software systems as are capable of supporting the proper performance of its business as a Clearing Member, including such IT links to the Clearing House and software as in the judgment of the Clearing House are necessary or desirable;
- (xvii) ~~(xv)~~ have in place business continuity procedures that satisfy the Clearing House's minimum requirements;
- (xviii) ~~(xvi)~~ have a sufficient level of knowledge about the types of Contracts that it intends to clear and any risks involved in relation to the same;
- (xix) ~~(xvii)~~ have demonstrated its ability to make available to the Clearing House sufficient Margin and make Margin payments as required pursuant to these Rules;

- (xx) ~~(xviii)~~ have made the required Guaranty Fund Contributions;
- (xxi) ~~(xix)~~ not be subject to an Insolvency;
- (xxii) ~~(xx)~~ be either a Person that is not a natural person or a Person that is subject to business taxation for the purposes of Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments;
- (xxiii) ~~(xxi)~~ demonstrate operational competence in respect of the classes of contracts that it proposes to clear;
- (xxiv) ~~(xxii)~~ be an "eligible contract participant", as defined in Section 1a of the U.S. Commodity Exchange Act;
- (xxv) ~~(xxiii)~~ if it is not incorporated in England and Wales, have appointed an agent for the service of process pursuant to Rule 113(e);
- (xxvi) ~~(xxiv)~~ if it is to provide a Controller Guarantee from a Controller that is not incorporated in England and Wales, have appointed an agent for the service of process in respect of the Controller following the same provisions as are applicable to Clearing Members pursuant to Rule 113(e);
- (xxvii) ~~(xxv)~~ if it is to clear transactions on behalf of Customers, have the necessary additional financial resources and operational capacity to perform this activity;
- (xxviii) ~~(xxvi)~~ not be subject to any circumstances pursuant to which an Event of Default could be declared were the applicant to be a Clearing Member;
- (xxix) ~~(xxvii)~~ have provided details of an office which is staffed during normal business hours and sufficient for its proposed activities as a Clearing Member under the direct supervision and responsibility of an executive officer of the Clearing Member (who need not be physically located at such office) to which all notices, orders and other communications from the Clearing House may be transmitted or delivered;
- (xxx) ~~(xxviii)~~ satisfy the Clearing House that it, its officers, directors and Controllers would each meet the requirements for an 'approved person' (for individuals) or 'controller' (for partnerships, companies and other bodies corporate) under applicable FCA Rules and PRA Rules;
- (xxxi) ~~(xxix)~~ hold a Nominated Bank Account or Accounts (as necessary) at an Approved Financial Institution or Institutions in relation to each of which a direct debit mandate has been established in favour of the Clearing House;
- (xxxii) ~~(xxx)~~ if non-cash assets are to be used as Permitted Cover, have executed all necessary documentation relating to the transfer of such assets and not be in dispute with the Clearing House in relation to the ownership over or rights relating to such non-cash assets;

~~(xxxiii)~~ either (A) be a Person in respect of whom 'simplified due diligence' may be applied pursuant to the Money Laundering Regulations 2007; or (B) have been subject to customer due diligence measures under the Money Laundering Regulations 2007 to the Clearing House's satisfaction;

~~(xxxiv)~~ not be prevented from entering into any Contract or using the Clearing House as a result of any sanctions administered or imposed by the European Union, H.M. Treasury, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United Nations Security Council or any other relevant Governmental Authority affecting the Clearing Member or any of its assets;

~~(xxxv)~~ be incorporated or registered in and access the Clearing House from only jurisdictions whose Applicable Laws relating to insolvency, the regulation of clearing houses, Markets or central counterparties, the enforceability of Contracts and the Rules and such other matters as the Clearing House specifies are acceptable to the Clearing House (and an applicant may be required to supply a legal opinion of external counsel, addressed to the Clearing House, addressing such issues, at its cost); and comply with any additional restrictions or requirements imposed by the Clearing House as a result of activities in any such jurisdictions;

~~(xxxvi)~~ not be subject to statutory disqualification under Applicable Law;

- (b) The Clearing House may at its discretion attach further objective conditions to any application for Clearing Member status prior to such status being granted, provided that such additional conditions are proportional to the risk brought by the applicant. The Clearing House may grant approval to an applicant conditional upon satisfying certain requirements, provided that the applicant has expressed its intention to meet such requirements and provided evidence of its ability to do so.
- (c) Applicants for membership must provide information or documentation to the Clearing House evidencing compliance (or lack thereof) with each of the criteria set out in or required pursuant to Rule 201(a), and for CDS Clearing Member applicants only, Rule 201(i), and, in addition, for FX Clearing Member applicants only, Rule 201(j). Failure by an applicant to supply such information or documentation may result in an application being rejected or Clearing Member status or access to particular services being revoked.
- (d) All information supplied to the Clearing House in respect of an application for membership shall be deemed to have been provided by the Clearing Member to the Clearing House on the day on which that Clearing Member becomes a Clearing Member, save to the extent that such information has been amended or revoked at least two Business Days prior to membership being granted.
- (e) If the Clearing House determines that an application for membership should be denied, the applicant will be given notice of such denial, with the membership criterion or criteria that were not met being specified. In such an event, the applicant may request an

Rule 202 *Obligations of Clearing Members*

- (a) In connection with these Rules, all and any Contracts, its membership of the Clearing House and its business and activities as a Clearing Member, each Clearing Member shall at all times:
- (i) comply with: (A) these Rules and any agreement with the Clearing House; and (B) for F&O Contracts, comply with Market Rules and any rules of or agreement with a Delivery Facility, as applicable or relevant to the F&O Contract;
 - (ii) comply with all Applicable Laws relating to its status and performance as a Clearing Member;
 - (iii) act in good faith in its dealings with the Clearing House;
 - (iv) continually satisfy the criteria for membership set out in or required pursuant to Rule 201(a) and, in addition, if it is a CDS Clearing Member, Rule 201(i), and, in addition, if it is an FX Clearing Member, Rule 201(j);
 - (v) respond promptly to any direction by the Clearing House to provide information or documentation;
 - (vi) maintain at least the amount of Capital required pursuant to Rule 206 (and, where the Capital requirements would not be met without a Controller Guarantee being provided, procure that each of its Designated Controllers is party to a Controller Guarantee that remains in force and maintains such amount of Capital as is required pursuant to Rule 206);
 - (vii) pay all fees and other charges when due in accordance with Part 3;
 - (viii) provide Margin and make Margin payments to the Clearing House in accordance with Part 3 and Part 5;
 - (ix) make all such payments to such Guaranty Funds as are required pursuant to Part 11;
 - (x) respond promptly to all enquiries or requests for information made by the Clearing House;
 - (xi) maintain accounts at an Approved Financial Institution for the deposit of funds in Eligible Currencies and the deposit of securities required to be transferred to and from the Clearing Member pursuant to these Rules (whether by way of Margin, Guaranty Fund Contributions, fees, amounts due under Contracts or otherwise) and have arrangements with such Approved Financial Institutions satisfactory to the Clearing House for electronic transfer of funds and securities into and out of such accounts as is required under the Rules and Procedures, on the order of the Clearing House and without the need to seek the consent of such Clearing Member or any of its Customers;

- (A) any payment made by a Sponsor to the Clearing House in respect of an Individually Segregated Sponsored Account shall discharge by an equivalent amount the obligations of the Sponsored Principal to the Clearing House; and
 - (B) any payment made to a Sponsor by the Clearing House in respect of an Individually Segregated Sponsored Account shall discharge by an equivalent amount the obligations of the Clearing House to the Sponsored Principal.
- (vii) Nothing in this Part 3 requires a Sponsored Principal to transfer Guaranty Fund Contributions to the Clearing House.

Rule 305 **National Grid**

Solely in relation to ICE Endex UK Transactions:

- (a) the Clearing House may make payments from a Clearing House Account to the Clearing Member of National Grid and make an equivalent debit to a relevant Clearing Member's Nominated Bank Account in accordance with the provisions of TPD X.2.8 of the Network Code or, where it believes that a Cash Call (as defined in the Network Code) is imminently to be made by National Grid in accordance with TPD X of the Network Code, in anticipation of such Cash Call being made, in an amount equal to the amount for which the Clearing House reasonably believes such Cash Call is to be made.
- (b) For the avoidance of doubt, there shall be no double recovery as between the Clearing House and National Grid or its Clearing Member of amounts payable under the provisions of these Rules and the Network Code.

Part 4 Clearing Mechanism

Rule 401 *Formation of Contracts*

- (a) Subject to Rule 403 and Rule 404, two Contracts shall arise automatically, one between the Selling Counterparty and the Clearing House and the other between the Clearing House and the Buying Counterparty (or a single Contract shall arise between the Clearing House and a Buying Counterparty or Selling Counterparty where applicable in the case of Rule 401(a)(vi)), at the moment that:
- (i) in the case of any ICE Endex Matched Transaction, [ICE Endex UK Matched Transaction](#), ICE Futures Europe Matched Transaction, ICE Futures US Matched Transaction ~~or~~, Financials & Softs [Matched Transaction or ICE Natural Gas Continental Spot](#) Matched Transaction, the relevant orders are matched on ICE Endex, [ICE Endex UK](#), [ICE Endex Continental](#), ICE Futures Europe, ICE Futures US or LIFFE, as applicable;
 - (ii) [Not used.];
 - (iii) in the case of any ICE Endex Block Transaction, ICE Futures Europe Block Transaction, ICE Futures US Block Transaction or Financials & Softs Block Transaction: ICE Endex, ICE Futures Europe, ICE Futures US or LIFFE, as applicable, receives and has recorded on its system complete data in respect of the Transaction;
 - (iv) [Not used.];
 - (v) in the case of Transactions generated by ICE Endex, [ICE Endex UK](#), [ICE Endex Continental](#), ICE Futures Europe, ICE Futures US or LIFFE as a result of the operation of their contra trade, error trade, invalid trade, cancelled trade, trade correction, error correction, [manifest error](#) or similar policies and rules or procedures relating thereto or otherwise, upon notice of the final terms of the Transaction being received by the Clearing House;
 - (vi) in the case of a Contract that is formed as a result of another Contract being Invoiced Back by the Clearing House, immediately upon notice of the existence and final terms of the new Contract being given by the Clearing House to the Clearing Member or Sponsored Principal affected;
 - (vii) in the case of a Contract (including a Contract of Sale) that forms as a result of an Option being exercised in accordance with Part 8, immediately upon such exercise taking effect pursuant to Part 8;
 - (viii) in the case of an F&O Contract that is allocated by one Clearing Member or a Sponsored Principal to a different Person (such Person receiving the allocation itself also being a Clearing Member or Sponsored Principal) by agreement of both parties subsequent to that F&O Contract arising but on the same day as that on

Rule 401(l)

take into account netting and aggregation of CDS Contracts pursuant to Rule 406; and

- (C) the Clearing House shall be authorised to submit the terms of a Transaction or Contract to Deriv/SERV.
- (v) In the case of either a CDS Contract or an FX Contract, the Clearing House shall be authorised to submit the terms of such Contract (and any related Customer-CM Transaction) to any Repository as a delegate for the Clearing Member, Sponsored Principal and Customer, as applicable, save where the relevant Clearing Member notifies the Clearing House in writing that it does not require the Clearing House to act as such (whether generally or in respect of particular Customers, Sponsored Principals or kinds of Contract.)
- (m) Where an F&O Contract (other than an ICE Futures US Contract) arises pursuant to Rule 401 as a result of trading, submission of trade data or other action by or relating to a Customer of a Non-FCM/BD Clearing Member, an opposite Customer-CM F&O Transaction shall arise between such Customer and Clearing Member (and may be void or voided) and further corresponding transactions may arise between Customers, in the manner specified by and in accordance with:
 - (i) in the case of Energy Contracts arising as a result of ICE Endex Transactions, the ICE Endex Rules;
 - (ii) [in the case of Energy Contracts arising as a result of the ICE Endex UK Transactions, the ICE Endex UK Rules;](#)
 - (iii) ~~(ii)~~ in the case of Energy Contracts arising as a result of ICE Futures Europe Transactions, the ICE Futures Europe Rules;
 - (iv) [in the case of Energy Contracts arising as a result of ICE Natural Gas Continental Spot Transactions, the ICE Endex Continental Rules;](#) or
 - (v) ~~(iii)~~ in the case of Financials & Softs Contracts arising as a result of Financials & Softs Transactions, the LIFFE Rules or the ICE Futures Europe Rules, as applicable.
- (n) Where a CDS Contract arises pursuant to Rule 401 for the Customer Account of a Non-FCM/BD CDS Clearing Member, a Customer-CM CDS Transaction shall arise (or, any previously existing transaction shall be amended and restated in the form of a Customer-CM CDS Transaction) between the Customer and that Non-FCM/BD CDS Clearing Member. Where an FX Contract arises pursuant to Rule 401 for the Customer Account of a Non-FCM/BD Clearing Member, a Customer-CM FX Transaction shall arise (or, any previously existing transaction shall be amended and restated in the form of a Customer-CM FX Transaction) between the Customer and that Non-FCM/BD Clearing Member.

Rule 404 *Contracts that are Voidable*

- (a) In relation only to F&O Contracts, the Clearing House shall have the discretion to avoid any Contract (which is not void *ab initio* pursuant to Rule 403) if the relevant Contract or Transaction (or related information or data received by the Clearing House, as applicable) whether in whole or in part, as against any Clearing Member, Sponsored Principal or Sponsor that is or would be bound thereto:
- (i) conflicts or appears to conflict with information received by the Clearing House in relation to such Contract or Transaction from another source, including (without limitation) information received from a Market, Exchange, any other Clearing Member, Sponsored Principal, Sponsor, Governmental Authority or any Representative of any such Person;
 - (ii) results or appears to result from a [manifest error, or](#) communications or information technology error or problem;
 - (iii) is or appears to be connected with fraud, illegality, insider dealing, market abuse, money laundering or any other breach of Applicable Laws;
 - (iv) is or appears to be a result of a Force Majeure Event;
 - (v) is one which any Governmental Authority or any Market requires or requests in writing that the Clearing House treat as void or voided;
 - (vi) is one which any Applicable Law provides is void or voided or which any Applicable Law requires the Clearing House to treat as void or voided;
 - (vii) is one in respect of which the Clearing House has requested additional Margin or Permitted Cover from the Clearing Member or Sponsored Principal and no Margin or Permitted Cover is provided by the time required;
 - (viii) was entered into in breach of a representation by a Clearing Member or Sponsored Principal arising under the Rules or the Procedures; ~~or~~
 - (ix) is otherwise made or received in such circumstances or in such a manner that acceptance of the Contract or Transaction would be inadvisable, in the opinion of the Clearing House, for the Clearing House's own protection, the protection of Clearing Members generally, Energy Clearing Members generally, Financials & Softs Clearing Members generally, F&O Clearing Members generally, Sponsored Principals or the protection of a Market or marketplace in any class of Contracts; [or](#)
 - (x) [solely in respect of ICE Endex UK Transactions, ICE Endex UK Contracts, ICE Natural Gas Continental Spot Transactions and/or ICE Natural Gas Continental Spot Contracts, is one in relation to which any corresponding Trade Nomination has been rejected by National Grid, GTS, Fluxys Belgium or Huberator \(as such Persons are defined in the Delivery Procedures\), as applicable.](#)

"financial collateral arrangements" within the meaning of the Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on Financial Collateral Arrangements.

Rule 506 *Sponsored Principals*

- (a) This Part 5 applies to Sponsored Principals in the same way as it applies to Clearing Members except:
 - (i) The last two sentences of Rule 503(g) do not apply.
 - (ii) Rule 504(a) does not apply. The rights and liabilities of the Clearing House, Sponsored Principal and Sponsor in relation to Permitted Cover are set out in the Sponsored Principal Clearing Agreement and Sponsor Agreement and these Rules.
 - (iii) Rule 504(c)(v) does not apply. Each Sponsored Principal and Sponsor will be deemed to represent and warrant to the Clearing House on each date on which there is a transfer of Permitted Cover to the Clearing House in respect of an Individually Segregated Sponsored Account that neither the Sponsor nor the Sponsored Principal will claim that any use of Permitted Cover by the Clearing House in accordance with the Rules or the relevant Sponsor Agreement or Sponsored Principal Clearing Agreement is contrary to or in breach of any requirement of Applicable Law, third party right or other contractual obligation (provided that the Clearing House does not cause such breach by amending these Rules).
 - (iv) Rule 504(f) does not apply. Each Sponsored Principal will transfer Permitted Cover to the Clearing House only in such a manner as is consistent with these Rules and in accordance with its obligations under the Sponsored Principal Clearing Agreement and these Rules. If the Sponsor is operationally responsible for meeting calls for Permitted Cover on behalf of the Sponsored Principal, the Sponsor shall require and receive collateral from the Sponsored Principal or fund such Permitted Cover only in such a manner as is consistent with these Rules and in a manner which allows the Sponsored Principal to transfer Permitted Cover to the Clearing House in accordance with its obligations under the Sponsored Principal Clearing Agreement and these Rules.
 - (v) Rule 504(h) and (i) apply to Individually Segregated Sponsored Accounts in the manner expressly set out therein.
 - (vi) Nothing in this Part 5 requires a Sponsored Principal to transfer Guaranty Fund Contributions to the Clearing House.

~~(vii)~~

~~(viii)~~

Part 6 Position Limits

Rule 601 *Establishment of Position Limits*

- (a) The Clearing House will be entitled at its discretion to establish, amend or revoke Position Limits for Clearing Members or in respect of particular Accounts. The Clearing House may or may not inform Clearing Members of their Position Limits.
- (b) The Position Limit for each Clearing Member and Account will be determined at the Clearing House's discretion and may take into account the Clearing House's evaluation of the financial and operational capacity of the Clearing Member and such other factors as the Clearing House at its discretion deems appropriate.
- (c) If a Clearing Member is not notified of a Position Limit for an Account, particular Set of Contracts or broader group of Contracts, it may assume that there is no such Position Limit in place (and shall not be treated as having breached any Position Limit) until such time as the Clearing House notifies it of the Position Limit. Any finding of breach of a Position Limit by the Clearing House may only be prospective and not retrospective with respect to the time of notification to the Clearing Member of the Position Limit.

Rule 602 *Breach of Position Limit*

- (a) If a Clearing Member exceeds its Position Limit, the Clearing House may, at its discretion:
 - (i) require a Clearing Member to provide information to the Clearing House in respect of any of its positions;
 - (ii) require a Clearing Member to allocate, transfer or terminate such Contracts or close out its Open Contract Position in any affected Account to the extent necessary to reduce its Open Contract Position so as to meet its Position Limit within such time as the Clearing House may prescribe;
 - (iii) [communicate with a Market to request that any orders on that Market may be withdrawn;](#)
 - (iv) ~~(iii)~~ make an additional call for such Margin as the Clearing House in its discretion determines; and/or
 - (v) ~~(iv)~~ impose such additional Capital requirements on the Clearing Member as the Clearing House in its discretion determines.
- (b) If the Clearing Member fails to comply with any requirement imposed on it pursuant to Rule 602(a), the Clearing Member shall be in breach of these Rules and, without limitation, the Clearing House may, at its discretion, in respect of the Clearing Member concerned:

- (i) declare an Event of Default;
 - (ii) terminate or suspend membership of the Clearing Member;
 - (iii) terminate such Contracts as the Clearing House at its discretion selects on behalf of the Clearing Member;
 - (iv) instigate an investigation or disciplinary proceedings under Part 10 of the Rules; and/or
 - (v) impose such other requirements on the Clearing Member as it sees fit.
- (c)
- (i) A Clearing Member shall be deemed not to have exceeded a Position Limit (for purposes of Rules 602(a)(ii) and ~~(iv)~~ and Rule 204(a)(ii) only) to the extent that such Position Limit is exceeded as a result of it being party to any Contract arising pursuant to any of Rule 401(a)(v), (vi), (x), (xi) or (xiii) which was entered into: (A) 5 or fewer Business Days prior to the date of determination by the Clearing House that a Position Limit has been exceeded; or (B) 5 or fewer Business Days prior to the relevant Set becoming ineligible for Clearing (provided that if the relevant Set later becomes eligible for Clearing again, this paragraph (B) shall cease to apply 5 Business Days after the Set has so become eligible for Clearing) (or, in either case (A) or (B), as a result of any Open Contract Position or Contract reflecting any such Contract). Consequently, where a Clearing Member is party to any such Contract, the existence of the Contract will be disregarded in calculating the position of the Clearing Member that is used for purposes of determining the availability of the Clearing House's powers under Rule 602(a)(ii) or ~~(iv)~~ or the applicability of a notification requirement under Rule 204(a)(ii) and instead the position of the Clearing Member excluding each disregarded Contract will be used for the purposes of such determinations.
 - (ii) A Clearing Member shall be deemed not to have breached a requirement imposed on it pursuant to Rule 602(a)(ii) to the extent that such a requirement is breached as a result of it being party to any Contract arising pursuant to any of Rule 401(a)(v), (vi), (x), (xi) or (xiii) which was entered into: (A) at any time after the requirement was imposed; (B) 5 or fewer Business Days prior to the requirement being imposed; or (C) 5 or fewer Business Days prior to the Set becoming ineligible for Clearing (provided that if the relevant Set later becomes eligible for Clearing again, this paragraph (C) shall cease to apply 5 Business Days after the Set has so become eligible for Clearing) (or, in any such case (A), (B), or (C), as a result of any Open Contract Position or Contract reflecting any such Contract). Consequently, where a Clearing Member is party to any such Contract, the existence of the Contract will be disregarded for purposes of determining any breach of a requirement under Rule 602(a)(ii) and instead the position of the Clearing Member excluding each disregarded Contract will be used for the purposes of any such determination.

- (iii) Nothing in Rule 602(c) shall restrict the taking by the Clearing House of any action under Rule 602(a)(i) or ~~(iii)~~^(iv), which it may do without regard to the nature of Contracts making up any Open Contract Position.

Rule 603 *Sponsored Principals*

- (a) This Part 6 applies to Sponsored Principals in the same way as it applies to Clearing Members.

entitled to rely upon and enjoy the benefit of the agreements and obligations of the Sponsored Principal under Rule 1903(h) and this Rule 1903(j) and shall have the right to enforce such, agreements and obligations against a Sponsored Principal under the Contracts (Rights of Third Parties) Act 1999,

and the Rules and Procedures shall be construed accordingly.

Rule 1904 *Termination of relationship between Sponsor and Sponsored Principal*

- (a) Rule 209 shall not apply to termination by a Sponsor or Sponsored Principal of their relationship. Neither the Sponsor nor the Sponsored Principal shall have any right to terminate their relationship with the other party except as expressly provided in this Rule 1904.
- (b) A Sponsored Principal may terminate its Sponsor on notice (copied to the Clearing House) or a Sponsor may terminate its Sponsored Principal on notice (copied to the Clearing House), in either case only if there is no Open Contract Position (i.e. zero open Contracts) in all Sets in the relevant Individually Segregated Sponsored Account. Following service of any such notice, neither the Sponsored Principal nor the Sponsor may enter into or cause the entry into of any further Contract on the Individually Segregated Sponsored Account and the Clearing House shall be entitled to close the Individually Segregated Sponsored Account.
- (c) A Sponsored Principal may change its Sponsor (or a Sponsor may change its Sponsored Principal) in respect of an Individually Segregated Sponsored Account only if a new Sponsor is accepted to act for the Sponsored Principal by the Clearing House, is party to a Sponsor Agreement and has duly nominated the Sponsored Principal pursuant to the relevant Sponsor Agreement. In such circumstances, the new Sponsor shall be deemed to make all the representations of a Sponsor of an applicant for Sponsored Principal status and Sponsor, as set out in Rule 1901. The Clearing House will specify the date on which the new Sponsor's appointment becomes effective, on which date the new Sponsor shall become responsible for and entitled in respect of the Individually Segregated Sponsored Account and the old Sponsor will hereby cease to have and be released from any right, liability or obligation in respect of the Individually Segregated Sponsored Account, provided that none of the old Sponsor, new Sponsor or Sponsored Principal has become a Defaulter prior to such date.

Rule 1905 *Provisions Inapplicable to FCM/BD Clearing Members*

Notwithstanding anything to the contrary in these Rules, FCM/BD Clearing Members shall not be permitted to act as Sponsors of Individually Segregated Sponsored Accounts.

Rule 1906 *Provisions Inapplicable to ICE Endex UK Contracts and ICE Natural Gas Continental Spot Contracts*

Part 19 of the Rules does not apply to ICE Endex UK Contracts or ICE Natural Gas Continental Spot Contracts. References to 'Contracts' in Part 19 exclude ICE Endex UK Contracts and ICE Natural Gas Continental Spot Contracts, and the term 'Open Contract Position' shall be construed

accordingly. References to 'Sponsor', 'Sponsored Principal', and 'Individually Segregated Sponsored Account' in this Part 19 are only references in relation to Contracts excluding ICE Endex UK Contracts and ICE Natural Gas Continental Spot Contracts. References to 'Customers' in this Part 19 are solely to Customers of Clearing Members in relation to Contracts excluding ICE Endex UK Contracts and ICE Natural Gas Continental Spot Contracts and the terms 'Customer-CM Transaction' and 'Customer-CM Collateral' shall be construed accordingly.

Part 22 Launch Rules for ICE Endex UK and ICE Endex Continental in 2015

Rule 2201 Introduction

- (a) These Launch Rules (as defined in Rule 2202) deal with certain matters occurring at and around the Launch Time (as such term is defined in Rule 2202). These Launch Rules form part of the Rules and are intended to be interpreted together with the Rules. All terms used but not defined in these Launch Rules have the meaning given to them elsewhere in the Rules. In the event of any conflict between the Rules and these Launch Rules in relation to any matter to which these Launch Rules relate, these Launch Rules shall prevail.
- (b) These Launch Rules will cease to apply on a date notified by the Clearing House to Clearing Members in a Circular, following such consultation with ICE Endex UK and ICE Endex Continental, as applicable, as has been agreed to take place as between the Clearing House, ICE Endex UK and ICE Endex Continental.

Rule 2202 Additional Definitions

- (a) The term "APX Continental" means APX Clearing B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, registered with the trade register of the chamber of commerce in Amsterdam, the Netherlands, under number 50969404 0000.
- (b) The term "APX Continental Clearing Member" has the meaning as given to the term "Clearing Member" under the APX Continental Rules.
- (c) The term "APX Continental Rules" means the rules and regulations and published procedures of APX Continental, as amended from time to time.
- (d) The term "APX UK" means APX Commodities Limited, a company incorporated in England and Wales with registration number 03751681.
- (e) The term "APX UK Clearing Member" has the meaning as that given to the term "Gas Clearing Member" under the APX UK Rules.
- (f) The term "APX UK Rules" means the rules and regulations and published procedures of APX UK relating to the clearing of ICE Endex UK, as amended from time to time.
- (g) The term "Launch Rules" means these launch rules.
- (h) The term "Launch Time" means 14 July 2015 or such later date to which the launch time for Clearing by the Clearing House of:
 - (i) ICE Endex UK Contracts; and
 - (ii) Contracts that are of Relevant ICE Endex Continental Products.

is deferred (which shall be communicated to Clearing Members by the Clearing House).

- (i) The term "Relevant ICE Endex Continental Products" means the "Products" excluding "Gas Storage Products" (as such terms are defined in the ICE Endex Continental Rules) offered for trading on ICE Endex Continental.

Rule 2203 **Clearing Launch**

(a) At the Launch Time:

(i) APX UK will cease clearing new transactions occurring on ICE Endex UK and the Clearing House will commence clearing ICE Endex UK Transactions; and

(ii) APX Continental will cease clearing new transactions in TTF Instruments (excluding Gas CUR Instruments) and ZTP Instruments (as such terms are defined in the APX Continental Rules) occurring on ICE Endex Continental, and the Clearing House will commence clearing transactions in Relevant ICE Endex Continental Products occurring on ICE Endex Continental.

(b) Each APX UK Clearing Member shall, to the extent that it wishes to be a Clearing Member in relation to any ICE Endex UK Contract, ensure that immediately prior to the Launch Time, it is an ICE Endex UK Clearing Member

(c) Each APX Continental Clearing Member shall, to the extent that it wishes to be a Clearing Member in relation to any Contract that is of a Relevant ICE Endex Continental Product, ensure that immediately prior to the Launch Time, it is an ICE Endex Continental Clearing Member.

(d) Nothing in this Part 22 is intended to affect the performance, delivery or any other obligation of any party under any transaction or contract that has arisen with APX UK or APX Continental, as applicable, prior to the Launch Time, which shall, notwithstanding this Part 22, remain transactions or contracts with APX UK and governed by the APX UK Rules or APX Continental and governed by the APX Continental Rules, as applicable.

Rule 2204 **Contracts**

Notwithstanding Rule 401(a) and Rule 401(b), no Contract shall arise pursuant to Rule 401(a) or Rule 401(b) as a result of trading on or the reporting of any transaction to:

(i) ICE Endex UK; or

(ii) ICE Endex Continental

prior to the Launch Time.

Rule 2205 **Guaranty Fund Contributions and Margin**

- (a) Each new Clearing Member proposing to be an ICE Exend UK Clearing Member or ICE Exend Continental Clearing Member by the Launch Time, shall have deposited the required F&O Guaranty Fund Contributions (including any increase to previous F&O Guaranty Fund Contributions) with the Clearing House at least five Business Days prior to the scheduled Launch Time.
- (b) Each ICE Exend UK Clearing Member and ICE Exend Continental Clearing Member shall have satisfied applicable Original Margin obligations at, immediately prior to, and after the Launch Time, including in respect of the ICE Exend UK Contracts and Contracts that are of Relevant ICE Exend Continental Products.

Rule 2206 **Claims etc.**

- (a) Nothing in this Part 22 is intended to affect any complaints, claims, demands, arbitration or appeals made, or to be made by any person who is subject to the APX UK Rules against APX UK or the APX Continental Rules against APX Continental, in relation to any matter or event occurring or circumstance arising prior to the Launch Time. The Clearing House shall not become liable for any such matters at the Launch Time or otherwise.
- (b) Subject to Rule 2206(c), nothing in this Part 22 is intended to affect:
 - (i) any disciplinary, legal or other proceedings commenced against any person who is subject to the APX UK Rules by APX UK or to the APX Continental Rules by APX Continental, prior to the Launch Time;
 - (ii) the right of APX UK or APX Continental to bring disciplinary, legal or other proceedings against any person who is subject to the APX UK Rules or APX Continental Rules, arising from such person's actions or omissions prior to the Launch Time;
 - (iii) any complaint, claim, demand or appeal that has been made or may be made by APX UK or APX Continental, against any person who is subject to the APX UK Rules or APX Continental Rules, arising from such person's actions or omissions prior to the Launch Time.

The Clearing House shall not be responsible for the matters set out in Rule 2206(b)(i) – (iii).

- (c) **Part 22** The Clearing House shall additionally be entitled to take action against any person who is subject to the APX UK Rules or the APX Continental Rules in respect of the same circumstances referred to in Rule 2206(b) under these Rules in relation to any matter or event occurring or circumstance arising prior to the Launch Time, or in relation to obligations which are not fully performed or completed or which are only partially performed or completed, regardless of whether any matter or event occurred or circumstance arose or relevant action or omission took place prior to the Launch Time.

EXHIBIT 2

ICE CLEAR EUROPE LIMITED

CUSTOMER-CM F&O TRANSACTIONS STANDARD TERMS

BACKGROUND:

In respect of a Non-FCM/BD Clearing Member and Customer using a Customer Account other than an Individually Segregated Sponsored Account:

- (1) Clearing Member is a Non-FCM/BD Clearing Member, as defined in the rules (together with the procedures, as interpreted in accordance with guidance and circulars thereunder, the "**Rules**") of ICE Clear Europe Limited (the "**Clearing House**") and is thereby permitted to submit certain F&O Transactions which result in a cleared F&O Contract arising in accordance with the Rules and the Procedures of the Clearing House.
- (2) Clearing Member and Customer are or intend to become party to one or more Customer-CM Transactions, where related cleared F&O Contracts are requested or are to be requested by the F&O Clearing Member to be recorded in a Customer Position Account in which F&O Contracts may be recorded. They further desire to agree to the operation of the Rules and the Procedures in relation to any Customer-CM F&O Transactions that may arise following the submission of the related F&O Transactions, as further provided for in these Customer-CM F&O Transactions Standard Terms (these "**F&O Standard Terms**").
- (3) Clearing Member and Customer have established a "master" futures account, clearing agreement or other master agreement (the "**Cleared Transactions Master Agreement**", as amended from time to time) and, if applicable, a related collateral arrangement, whether contained in the same or another agreement with respect to cleared transactions, including such Customer-CM F&O Transactions (which Cleared Transactions Master Agreement may be supplemented by a cleared derivatives addendum, or similar document, as agreed by Clearing Member and Customer (together, the "**Customer-Clearing Member Agreement**") and as amended and supplemented by these F&O Standard Terms).

In respect of a Non-FCM/BD Clearing Member and Customer using an Individually Segregated Sponsored Account:

- (4) Clearing Member is a Non-FCM/BD Clearing Member and Customer is a Sponsored Principal, in each case as defined in the Rules, and each of them is thereby permitted to submit certain F&O Transactions which will result in a cleared F&O Contract, governed by Part 19 arising in accordance with the Rules of the Clearing House.
- (5) Clearing Member and Customer are or intend to become party to one or more Customer-CM Transactions on the terms set out in these F&O Standard Terms as

specified) prevail over the applicable Procedures in respect of Customer-CM F&O Transactions and may be amended and/or withdrawn only as provided for in paragraph 2 of these F&O Standard Terms.

- (o) On each date on which the Customer has any open Customer-CM F&O Transaction, the Customer shall represent that the Clearing House is not prevented from entering into any Contract nor is the Clearing Member prevented from entering into any Customer-CM F&O Transaction as a result of any sanctions administered or imposed by the European Union, H.M. Treasury, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United Nations Security Council or any other relevant Governmental Authority affecting the Customer or any of its assets.

(p) Solely where National Grid is the Customer, these F&O Standard Terms shall be without prejudice to the Network Code, and National Grid shall not be stopped from relying upon or enforcing the provisions set out in the Network Code or exercising any remedy pursuant thereto, by virtue of either its status as a Customer or being bound by these F&O Standard Terms and the Rules.

4. *Margin Requirements.*

- (a) Subject as agreed otherwise in the Customer-Clearing Member Agreement, Clearing Member shall be entitled to require each of its Customers in respect of F&O Contracts to provide margin (or permitted cover in respect thereof) in an amount no less than the amount of Margin of each relevant type required on a gross basis by the Clearing House with respect to the relevant Open Contract Position(s), separately for each of its Customer Accounts. For this purpose, "gross basis" shall mean that the margin requirement will be determined giving effect to any offset permitted under the Rules of such Open Contract Positions against Open Contract Positions relating to the same Set and Customer in the same Customer Account, but without giving effect to any offset or permitted offset of such Open Contract Positions against Open Contract Positions relating to a different Customer.
- (b) Customer agrees that Clearing Member may use any margin provided by Customer under the Customer-Clearing Member Agreement to satisfy Clearing Member's obligations to the Clearing House under Rule 504 and Rule 505 or Part 11. Customer shall not be entitled to assert any equitable or other claim to any such collateral and/or Permitted Cover that has been transferred to the Clearing House.

5. *Events of Default and Termination.*

- (a) In the event of the declaration by the Clearing House of an Event of Default (as defined in the Rules) with respect to Clearing Member (such an event being an "**ICE-Declared Default**"), whether or not any other default (howsoever defined or described) has also occurred under the Customer-Clearing Member Agreement

(IV) DELIVERY PROCEDURES

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PART A: ICE FUTURES EUA FUTURES CONTRACT (“ICE EUA FUTURES”), ICE FUTURES EUA DAILY FUTURES CONTRACT (“ICE EUA DAILY FUTURES”), ICE FUTURES EUA AUCTION CONTRACT (“ICE EUA AUCTION CONTRACT”), ICE FUTURES EUAA FUTURES CONTRACT (“ICE EUAA FUTURES”), ICE FUTURES EUAA AUCTION CONTRACT (“ICE EUAA AUCTION CONTRACT”), ICE FUTURES CER FUTURES CONTRACT (“ICE CER FUTURES”), ICE FUTURES CER FUTURES DAILY CONTRACT (“ICE CER DAILY FUTURES”), AND ICE FUTURES ERU FUTURES CONTRACT (“ICE ERU FUTURES”)		
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which the New York Courts have exclusive jurisdiction pursuant to paragraph 1.8 heard in the New York Courts.

- 1.10 Nothing in paragraphs 1.5 to 1.11 precludes the Clearing House from bringing an action to enforce a judgment from any New York Court or award of any arbitral tribunal in any court of competent jurisdiction.
- 1.11 EACH CLEARING MEMBER AND THE CLEARING HOUSE HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE DELIVERY PROCEDURES OR ANY MATTER CONTEMPLATED BY THEM. EACH CLEARING MEMBER AND THE CLEARING HOUSE HEREBY:
- (a) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PERSON BOUND BY THESE RULES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF ANY SUCH DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER; AND
 - (b) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THESE RULES, ALL CONTRACTS AND ALL OTHER TRANSACTIONS CONTEMPLATED BY THESE RULES, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN PARAGRAPHS 1.5 to 1.11.

2. DELIVERY OF DOCUMENTATION

Clearing Members must submit the required delivery documentation to the Clearing House by email to iceuops@theice.com marked "URGENT: for the attention of the Deliveries Department" or by courier to the Clearing House's registered office.

3. AUTHORISED SIGNATORIES

Clearing Members, or their Transferor(s) or Transferee(s), must ensure that all delivery documents are signed by a director or officer who is properly authorised to sign such documentation on behalf of the Clearing Member. The Clearing House is entitled to rely upon the information specified in all forms and documents submitted by Buyers, Sellers, Transferors and Transferees without making any enquiry, investigation or check as to the accuracy of the information or whether the signatory is authorised to sign or submit the form or document to the Clearing House.

4. CLEARING MEMBER ACCOUNTS

No offset is allowed for either physical delivery or financial settlement between Clearing Members' Proprietary Account and Customer Account. Separate delivery documentation is required for each such Account.

5. TRANSFERORS AND TRANSFEREES

- 5.1 Each ICE Futures UK Natural Gas Futures Contract, ICE Futures UK Natural Gas (EUR/MWh) Futures Contract, ICE Futures UK Natural Gas Daily Futures Contract, [ICE Endex UK OCM Natural Gas Spot Contract](#), ICE UK Base Electricity Futures Contract (EFA), ICE UK Peak Electricity Futures Contract (EFA), ICE UK Base Electricity Futures Contract (Gregorian), ICE UK Peak Electricity Futures Contract (Gregorian), ICE Deliverable US Emissions Contract, ICE Endex TTF Natural Gas Futures Contract, ICE Endex TTF Natural Gas Working Days Next Week Futures Contract, ICE Endex TTF Natural Gas Daily Futures Contract, ICE Endex GASPOOL Natural Gas Futures Contract, ICE Endex GASPOOL Natural Gas Daily Futures Contract, ICE Endex NCG Natural Gas Futures Contract, ICE Endex NCG Natural Gas Daily Futures Contract, ICE Endex ZTP Natural Gas Futures Contract, ICE Endex ZTP Natural Gas Daily Futures Contract, [ICE Endex Continental TTF Natural Gas Spot Contract](#), [ICE Endex Continental ZTP Natural Gas Spot Contract](#), [ICE Endex Continental ZTPL Natural Gas Spot](#)

DELIVERY PROCEDURES

Contract, ICE Endex Dutch Power Futures Contract, ICE Endex Belgian Power Base Load Futures Contract and ICE Endex German Power Futures Contract subject to delivery obligations allows Sellers and Buyers to nominate Transferors and Transferees respectively. A Transferor or Transferee may be a Seller or Buyer, respectively, itself. Transferors and Transferees are permitted to make or take delivery of Natural Gas, Electricity or Allowances to or from the Clearing House by the prescribed delivery method. The Clearing House permits the nomination of Transferors or Transferees for reasons of convenience of Clearing Members only. Notwithstanding the appointment of a Transferor or Transferee, the relevant Clearing Member remains at all times fully responsible for meeting all of its obligations and liabilities to the Clearing House.

- 5.2 A Clearing Member may appoint a Representative (which may be another Clearing Member) to undertake delivery administration or obligations.
- 5.3 A person who is not the Buyer, Seller or the Clearing House shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of a Contract (including any requirement of these Delivery Procedures). As further described in Rule 111, the Clearing House is not liable to or for Transferors or Transferees.
- 5.4 Where separate procedures apply to a Transferor/Transferee who is not the Seller/Buyer, this is indicated in these Delivery Procedures. Any form to be completed and submitted to the Clearing House by a Transferor/Transferee shall be signed by an authorised signatory of the Transferor/Transferee. The Clearing House is entitled to rely upon the information specified in the form without making any enquiry, investigation or checks as to the accuracy of such information or whether the signatory on the form has been authorised by the Transferor/Transferee. Each Clearing Member acknowledges and agrees that it is responsible for ensuring the accuracy of the information on each form submitted by a Transferor/Transferee and that the form is signed by an authorised signatory.

6. ALTERNATIVE DELIVERY PROCEDURE (“ADP”): ICE GASOIL FUTURES

- 6.1 In respect of an ICE Gasoil Contracts or ICE Low Sulphur Gasoil Futures Contracts (“**ICE Gasoil Futures**”), if the Buyer agrees with the Seller to undertake delivery outside the ICE Futures Europe Rules, both parties must advise the Clearing House using the Form ICE Gasoil Futures: Confirmation of Agreed ADP.
- 6.2 Where an ADP is agreed, the Clearing House will settle the relevant Contracts at the settlement price agreed between the Buyer and Seller fulfilling its obligations under the Contract in respect of delivery. If the agreed price is not the one at which the positions were placed under Tender, the difference between the two prices will be debited or credited to the Clearing Members’ accounts and an invoice or credit note will be issued.
- 6.3 ICE Gasoil Futures: Confirmation of Agreed ADP forms received by the Clearing House after 15:00 hours will be deemed to have been received on the next Business Day.
- 6.4 A reduced delivery fee is charged for ADPs agreed at least two days prior to the first day of the delivery range.
- 6.5 Where an ADP is agreed for ICE Gasoil Futures, then, as from the time that the Clearing Members’ accounts are amended by the Clearing House as described in this paragraph 6, the affected Clearing Members and the Clearing House shall all automatically and immediately be released and discharged from all their rights, liabilities and obligations in respect of the affected Contract or Contracts and such rights, liabilities and obligations shall be replaced by such amended obligations as are agreed between the parties.

PART E: ICE ENDEX UK OCM NATURAL GAS SPOT CONTRACT ("UK OCM NATURAL GAS SPOT CONTRACT")

1. DEFINITIONS

1.1 The following additional definitions apply to this part of the Delivery Procedures:

- (a) The term "Acquiring Trade Nomination" means a nomination submitted, in the manner required by the National Grid Rules and otherwise in accordance with the ICE Endex UK Rules and this Part E, by the Transferee to acquire rights in respect of a quantity of Natural Gas at the National Balancing Point.
- (b) The term "Contingent Credit" has the meaning as set out in paragraph 4.7 of the Clearing Procedures.
- (c) The terms "D-" or "D+" relate to the number of days before and after the Delivery Day respectively on which rights to Natural Gas are to be transferred.
- (d) The term "Daily Imbalance" has the same meaning as that given to that term in the Network Code.
- (e) The term "Delivery Day" means a "Day" (as defined in the Network Code) on which the transfer of rights in respect of Natural Gas is due to be made under a Contract in accordance with ICE Endex UK Rules and this Part E.
- (f) The term "Delivery Month" means a "calendar month" (as defined in the Network Code).
- (g) The term "Disposing Trade Nomination" means a nomination submitted, in the manner required by the National Grid Rules and otherwise in accordance with ICE Endex UK Rules and this Part E, by the Transferor to dispose of rights in respect of a quantity of Natural Gas at the National Balancing Point.
- (h) The term "Gemini" means that part of the UK Link which enables, *inter alia*, a user to submit a Trade Nomination to National Grid and to access information concerning the user's Trade Nominations, and any successor system thereto.
- (i) The term "kWh" or "Kilowatt Hours" means 3,600,000 joules where "joule" is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex UK.
- (j) The term "M+" or "M-" means, in respect of a Contract, the number of Business Days immediately following the last day of the month or the number of Business Days immediately preceding the first day of the month in which the Delivery Day specified in the Contract commenced.
- (k) The term "National Balancing Point" means, in respect of a Contract, a notional point within the Transmission System at which the balancing of the amounts of Natural Gas delivered into and out of the Transmission System takes place for the purposes of the Network Code.
- (l) The term "National Grid" means National Grid Gas plc, a company incorporated under the laws of England and Wales, company number 02006000, acting as a public gas transporter under its licence granted or treated as having been granted under Section 7(2) of the Gas Act 1986, as amended from time to time, or any successor thereto.
- (m) The term "National Grid Rules" means the Network Code and any manuals, procedures, practices or directions of National Grid which support the operation of the Network Code, as amended from time to time.

- (n) The term "Natural Gas" has the same meaning as that given to the term "gas" in the Network Code, as may be amended from time to time.
- (o) The term "Network Code" means the document, as amended from time to time, setting out National Grid's arrangements for transportation of Natural Gas pursuant to its public gas transporter's licence under the Gas Act 1986 and any manuals, procedures, practices or directions of National Grid which support the operation of that document, in either case as amended from time to time.
- (p) The term "Settlement Cut Off" for a given Business Day refers to the time at which the Clearing House calculates the associated cash flows for all deliverable obligations.
- (q) The term "Therm" means 29,3071 kWh.
- (r) The term "Trade Date" refers to the calendar day on which a trade was executed according to the ICE Endex UK Rules.
- (s) The term "Trade Nomination" means in respect of a Contract, either a Disposing Trade Nomination or an Acquiring Trade Nomination, as the case may be.
- (t) The term "Transmission System" means the onshore transmission pipeline system owned and operated by National Grid as may be enlarged, extended or altered from time to time.
- (u) The term "UK Link" means the computer system for the electronic transfer of information between National Grid and users of such system managed and operated by National Grid, or any agent appointed by National Grid, and any system from time to time replacing the same.

2. ICE ENDEX UK AUTHORITY

For the purposes of the Network Code, ICE Endex UK is both the Trading System Operator and the Trading System Clearer (as such terms are defined in the Network Code) in respect of the UK OCM Natural Gas Spot Contracts. At the point a Contract arises, ICE Endex UK shall submit, as a User Agent (as defined in the Network Code) on behalf of the Transferor (specified by the Seller, which may be the Seller itself) and the Transferee (specified by the Buyer, which may be the Buyer itself), Trade Nominations. Each Clearing Member (for itself and on behalf of its Transferors and Transferees) hereby grants authority to ICE Endex UK to make Trade Nominations in connection with deliveries under UK OCM Natural Gas Spot Contracts. No Clearing Member shall revoke or terminate, or purport to revoke or terminate, such authorisation, and each Clearing Member shall procure that none of its Transferors or Transferees shall revoke or terminate, or purport to revoke or terminate, such authorisation. Clearing Members are not required, and are not able, to submit Trade Nominations themselves.

3. DELIVERY SPECIFICATION

3.1 Transferors and Transferees

- (a) Clearing Members must ensure that prior to any UK OCM Natural Gas Spot Contracts arising which are to be referable to a Transferor or Transferee, an appropriate Transferor/Transferee form is in place relating to such Transferor or Transferee and the relevant Transferor or Transferee is a User and where it is not a Trader User, hold a Gas Transporter's Licence or a Shipper Licence (as such terms are defined in the Network Code).
- (b) Clearing Members shall ensure that each Contract at the point it arises under Rule 401, is appropriately identified as relating to such Transferor or Transferee (which may be the Clearing Member itself).

DELIVERY PROCEDURES: ICE ENDEX ~~TFE~~ UK OCM NATURAL GAS SPOT CONTRACT

(c) At the point that the Contract arises, the Clearing Member (which may be the Transferor or Transferee) shall be automatically deemed to have appointed the specified Transferor or Transferee to make or take delivery on its behalf.

(d) Following the entry into of each UK OCM Natural Gas Spot Contract:

(i) the Seller shall ensure that its Transferor (specified by the Seller, which may be the Seller itself); and

(ii) the Buyer shall ensure that its Transferee (specified by the Buyer, which may be the Buyer itself)

effect delivery of the UK OCM Natural Gas Spot Contract through the input of Trade Nominations in accordance with paragraph 3.2 below, and Contract Renominations (as defined in the Network Code).

3.2 Delivery

Deliveries of UK OCM Natural Gas Spot Contracts are effected by the transfer of rights to Natural Gas at the National Balancing Point from a Transferor (specified by the Seller, which may be the Seller itself) to the Clearing House and from the Clearing House to a Transferee (specified by the Buyer, which may be the Buyer itself), through the input of Acquiring Trade Nominations and Disposing Trade Nominations into the National Grid's Gemini system.

3.3 Quantity

UK OCM Natural Gas Spot Contracts trade in Therms and are delivered in kWh. The Gemini system, through which delivery is made, accepts Trade Nominations to the nearest kWh.

Where any quantity is required to be converted from Therms to kWh, the conversion shall be conducted by multiplication of the figure in Therms by 29.3071 to obtain a figure in kWh. Where a value expressed in kWh is required to be an integer, the result of such multiplication shall be subject to standard rounding.

3.4 Price

The price at which the contract is delivered is the trade price at which the trade is executed in accordance with ICE Endex UK Rules. No EDSP will be calculated. Accordingly, standard contractual netting under Rules 406(b) and (c), and Rules 701(a), 701(b) and 702(c) will not apply but the Clearing House will have the same powers as under Rule 701(c) in respect of trade prices.

Where any price is required to be converted from pence per Therm to pence per kWh, the conversion shall be conducted by dividing the price in pence per Therm by 29.3071 to obtain a price in pence per kWh and rounding to the nearest fourth decimal point (subject to standard rounding).

3.5 Days and Times

All "timings" or times of day are London times.

3.6 Exchange for Physicals (EFPs) and Exchange for Swaps (EFSs)

EFSs and EFPs are not supported for UK OCM Natural Gas Spot Contracts.

4. LIABILITY

4.1 The provisions of this paragraph 4 are without prejudice to the generality, and subject to, the provisions of the Rules relating to liability and apply in addition to the general requirements of these Delivery Procedures.

4.2 The Clearing House is not responsible for, and shall have no liability whatsoever as a result of:

(a) the performance or non-performance of National Grid of its obligations under the National Grid Rules or the Network Code; or

(b) any other performance or non-performance of National Grid.

4.3 Neither the Buyer nor the Seller, or their Transferees or Transferors, shall have any claim against the Clearing House for any loss, cost, damage or expense incurred or suffered as a result of the condition or operation of the Transmission System or any part thereof or the performance or non-performance of National Grid except as otherwise expressly provided in the ICE Endex UK Rules.

5. DELIVERY CONTRACT SECURITY

The Clearing House makes the Daily Summary Report available on a daily basis to Clearing Members with delivery positions.

(a) Buyer's Security

Buyer's Security is calculated by reference to the relevant original trade price and represents the full contract value of the deliverable obligation for a particular day. The Clearing House may alter the calculation of Buyer's Security at any time or make adjustments in respect of specific Buyers.

(b) Delivery Margin

The delivery Margin is collected from the Buyer and Seller and is an amount calculated against the costs or charges arising from delivery failure including the possibility of costs or charges arising from the balancing regime set out in the Network Code. The Clearing House may alter the calculation of delivery Margin at any time or make adjustments in respect of a specific Seller. For the Buyer, the delivery Margin includes an amount calculated against the possibility of a negative System Marginal Sell Price, as defined by National Grid in the Network Code. For the Seller, it includes an amount calculated by reference to the relevant System Marginal Buy Price, as defined by National Grid in the Network Code.

6. DELIVERY TIMETABLE FOR UK OCM NATURAL GAS SPOT CONTRACTS: ROUTINE

6.1 Trade Nominations

ICE Endex UK, pursuant to the authority granted to it under paragraph 2, shall submit Trade Nominations.

The Clearing House and a Clearing Member shall, for the purposes of satisfying their delivery obligations in respect of all trades in the UK OCM Natural Gas Spot Contracts, settle as between one another, pursuant to Trade Nominations made by ICE Endex UK. The Clearing House shall not make Trade Nominations more than five Days (as defined in the Network Code) before the Delivery Day.

6.2 Margin and Settlement Schedule where Trade Date is also a Business Day

<p><u>Calculation of Margin and Payments</u></p>	<p><u>On Trade Date/Delivery Day (D)</u></p>	
	<p><u>By 18:00</u></p>	<p><u>The Clearing House will calculate:</u></p> <ul style="list-style-type: none"> <u>i. delivery Margin for the Seller's delivery obligations scheduled for the current Delivery Day.</u> <u>ii. Buyer's Security and Seller's Contingent Credit representing full contract value of, where applicable, the change in the amount of Natural Gas delivered following the Settlement Cut Off on the prior Delivery Day.</u> <u>iii. Buyer's Security representing full contract value of delivery obligations scheduled to occur for the current Delivery Day and the next Delivery Day.</u> <u>iv. Seller's Contingent Credit for delivery obligations scheduled to occur on the current Delivery Day. The Clearing House allows delivery Contingent Credit for confirmed deliveries to be offset against other contract liabilities.</u>
<p><u>Provision of Margin and Payment</u></p>	<p><u>On the Clearing Day following the Trade Date</u></p>	
	<p><u>By 09:00</u></p>	<p><u>Seller and Buyer must provide the Clearing House with delivery Margin and Buyer's Security as appropriate. This is calculated for all deliverable obligations at the Settlement Cut Off.</u></p> <p><u>Seller's delivery Margin collected for completed delivery obligations in respect of the previous Delivery Day is released.</u></p> <p><u>The Clearing House releases the Buyer's delivery Margin for the delivery obligations in respect of the current Delivery Day.</u></p>
<p><u>Invoice and Account Sale Details</u></p>	<p><u>23 Business Days following the Delivery Month (M+23)</u></p>	
	<p><u>By 09:00</u></p>	<p><u>The Clearing House makes the Invoice and Account Sale Report available to Seller and Buyer for the previous month's deliveries.</u></p>
<p><u>Payment</u></p>	<p><u>12 calendar days following M+23</u></p>	

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	By 09:00	<p><u>Seller receives contract value (payment) for confirmed delivered amount in respect of deliveries for the preceding month as detailed on the Invoice and Account Sale report.</u></p> <p><u>Delivery Contingent Credit amounts are removed 11 calendar days following M+23 for morning of the 12th calendar day following M+23.</u></p> <p><u>Buyer pays contract value for both performed and failed delivery amounts in respect of deliveries for the preceding month as detailed on the Invoice and Account Sale Report. Buyer's Security is released as part of the payment transaction.</u></p> <p><u>N.B. A credit note may be issued at a later date against the failed deliveries.</u></p>
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6.3 Margin and Settlement Schedule where Trade Date is not a Business Day

<u>Calculation of Margin and Payments</u>	<u>On the First Clearing Day following the Trade Date</u>	
	By 18:00	<p><u>The Clearing House will calculate:</u></p> <ul style="list-style-type: none"> <u>i. delivery Margin for the Seller's delivery obligations scheduled for future Delivery Days.</u> <u>ii. Buyer's Security representing full contract value of delivery obligations scheduled to commence on the next Delivery Day.</u> <u>iii. Buyer's Security representing full contract value of delivery obligations completed on prior Delivery Days that are not Clearing Days.</u> <u>iv. Seller's Contingent Credit for delivery obligations completed on prior Delivery Days that are not Clearing Days. The Clearing House allows delivery Contingent Credit for confirmed deliveries to be offset against other contract liabilities.</u>
<u>Provision of Margin and Payment</u>	<u>On the second Clearing Day following the Trade Date</u>	
	By 09:00	<p><u>Seller and Buyer must provide the Clearing House with delivery Margin and Buyer's Security as appropriate. This is calculated for all deliverable obligations at the Settlement Cut Off.</u></p> <p><u>Seller's delivery Margin collected for completed delivery obligations in respect of prior Delivery Days is released.</u></p> <p><u>The Clearing House releases the Buyer's delivery Margin for the delivery obligations in respect of the current Delivery Day.</u></p>
<u>Invoice and Account Sale</u>	<u>23 Business Days following the Delivery Month (M+23)</u>	

DELIVERY PROCEDURES: ICE ENDEX ~~TF~~UK OCM NATURAL GAS SPOT CONTRACT

<u>Details</u>	<u>By 09:00</u>	<u>The Clearing House makes the Invoice and Account Sale Report available to Seller and Buyer for the previous month's deliveries.</u>
<u>Payment</u>	<u>12 calendar days following M+23</u>	
	<u>By 09:00</u>	<p><u>Seller receives contract value (payment) for confirmed delivered amount in respect of deliveries for the preceding month as detailed on the Invoice and Account Sale report.</u></p> <p><u>Delivery Contingent Credit amounts are removed 11 calendar days following M+23 for morning of the 12th calendar day following M+23.</u></p> <p><u>Buyer pays contract value for both performed and failed delivery amounts in respect of deliveries for the preceding month as detailed on the Invoice and Account Sale Report. Buyer's Security is released as part of the payment transaction.</u></p> <p><u>N.B. A credit note may be issued at a later date against the failed deliveries.</u></p>

7. DELIVERY TIMETABLE FOR UK OCM NATURAL GAS SPOT CONTRACTS: FAILED DELIVERY

- (a) In the event of a failed delivery, the Clearing House may call additional Seller's Security and/or Buyer's Security. The Clearing House may retain Buyer's Security and/or Seller's Security.
- (b) In the event of a failed delivery where the actual delivery occurs:
 - (i) within the originally scheduled Delivery Month, the Invoice and Account Sale Details and Payment timetable shall be as set out in paragraph 6.2; and
 - (ii) after the originally scheduled Delivery Month, the Invoice and Account Sale Details and Payment timetable shall be as set out in paragraph 6.2 except that the term "Delivery Month" shall be deemed replaced with "the period beginning at 06:00 hours (or such other time as is specified as the start of a calendar month in the definition of "calendar month" in the Network Code) on the first calendar day of the month in which the actual delivery occurs until 06:00 hours (or such other time as is specified as the end of a calendar month in the definition of "calendar month" in the Network Code) on the first calendar day of the next month" and the term "M+" or "M-" shall be deemed replaced with "in respect of a Contract, the number of Business Days immediately following the last day of the month or the number of Business Days immediately preceding the first day of the month, in which the actual delivery occurs."
- (c) The timetables referred to in this paragraph 7 can be altered without notice at the discretion of the Clearing House or ICE Endex UK.

8. INVOICE AND ACCOUNT SALE CALCULATION

8.1 Invoice and Account Sale

(a) Previous Month's Deliveries

The Invoice and Account Sale Report gives details of all deliveries made during the Delivery Month.

Confirmed deliveries:

(kWh/29.3071) * trade price

Where,

kWh = the number of Kilowatt Hours delivered.

Failed Deliveries (Buyers only):

(kWh/ 29.3071) * trade price

Where,

kWh = the number of Kilowatt Hours delivered.

(b) Invoice/Credit Note for Failed Deliveries

The Invoice and Credit Note Report gives details of the proportion of the Clearing House's costs, incurred from National Grid, allocated to Clearing Members as a result of Buyers' and Sellers' failed deliveries.

Credit Notes are issued to Buyers up to the contract value of the failed delivery, dependent on the value received by the Clearing House from National Grid. In the event that the value received by the Clearing House is in excess of the contract value, any such excess will be passed on to ICE Exend UK.

The Clearing House's costs are allocated *pro rata* to those Clearing Members whose failed deliveries have caused the Clearing House's net Daily Imbalance.

9. DELIVERY DOCUMENTATION SUMMARY

Reports produced by the Clearing House are made available to Buyers and Sellers electronically.

<u>Name of Delivery Document</u>	<u>Explanation</u>	<u>Timing</u>
<u>Trade Register</u>	<u>This report provides a daily register of all new trades by Transferee/Transferor.</u>	<u>By 19:00</u>
<u>Daily Summary Report</u>	<u>This report summarises on a daily basis the Trade Nomination status and the associated margin flows of delivery obligations by Transferee/Transferor.</u>	<u>By 19:00</u>
<u>Daily Detail Report</u>	<u>This report summarises on a daily basis the Trade Nomination status of delivery obligations by Transferee/Transferor.</u>	<u>By 19:00</u>
<u>Daily Cashflow Summary Report</u>	<u>This summarises the total debits and credits by payment type and Transferee and Transferor.</u>	<u>By 19:00</u>

DELIVERY PROCEDURES: ICE ENDEX ~~TF~~UK OCM NATURAL GAS SPOT CONTRACT

<p>UK OCM Natural Gas Spot Contracts: Blanket Transferee Form</p>	<p>Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Days arising from trading activity on ICE Endex UK.</p>	<p>Before trading is permitted on ICE Endex UK</p>
<p>UK OCM Natural Gas Spot Contracts: Blanket Transferor Form</p>	<p>Where applicable, the Seller must ensure that this form is submitted by the Transferor. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days arising from trading activity on ICE Endex UK.</p>	<p>Before trading is permitted on ICE Endex UK</p>
<p>UK OCM Natural Gas Spot Contracts Invoice and Account Sale</p>	<p>The report gives Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; delivery period; contracted kWh; actual delivered (matched) kWh; value of Natural Gas; and a summary of the Invoice and Account Sale.</p>	<p>By 09:00 on M+23</p>
<p>Invoice Report and Credit Note Report: Failed Deliveries</p>	<p>The report gives Buyers and Sellers with failed deliveries details of Clearing Member mnemonic; Clearing Member account; contract; delivery period; amount of failed delivery long (kWh); amount of failed delivery short (kWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.</p>	<p>By 09:00 on M+23, except where the actual delivery occurs after the originally scheduled Delivery Month, in which case, the term "M+" shall apply as set out in paragraph 7.2(b)(ii).</p>

PART E: ~~PART E:~~ ICE ENDEX TTF NATURAL GAS FUTURES CONTRACT (“ICE ENDEX TTF NATURAL GAS FUTURES”); ICE ENDEX TTF NATURAL GAS WORKING DAYS NEXT WEEK (WDNW) FUTURES CONTRACT (“ICE ENDEX TTF NATURAL GAS WDNW FUTURES”) AND ICE ENDEX TTF NATURAL GAS DAILY FUTURES CONTRACT (“ICE ENDEX TTF NATURAL GAS DAILY FUTURES”)

1. DEFINITIONS

1.1 The following additional definitions apply to this part of the Delivery Procedures:

- (a) The term “**Acquiring Trade Nomination**” means a nomination submitted, in the manner required by the GTS Rules and otherwise in accordance with this Part ~~EF~~, by the Transferee to acquire rights in respect of one or more lots of Natural Gas at the Title Transfer Facility.
- (b) The terms “**D-**” or “**D+**” relate to the number of Business Days before and after the Delivery Day respectively on which rights to Natural Gas are to be transferred.
- (c) The term “**Delivery Day**” means the period beginning at 06:00 hours CET on a day on which the transfer of rights in respect of Natural Gas is due to be made under a Contract in accordance with ICE Endex Rules and this Part ~~EF~~ and ending at 06:00 hours CET on the following day.
- (d) The term “**Delivery Month**” means the period beginning at 06:00 hours CET on the first calendar day of the month until 06.00 hours CET on the first calendar day of the next month.
- (e) The term “**Delivery Week**” means the period beginning at 06:00 hours CET on the first business day of the week until 06.00 hours CET on the day following the last business day of the week (Saturday).
- (f) The term “**Disposing Trade Nomination**” means a nomination submitted, in the manner required by the GTS Rules and otherwise in accordance with ICE Endex Rules and this Part ~~EF~~, by the Transferor to dispose of rights in respect of one or more lots of Natural Gas at the Title Transfer Facility.
- (g) The term “**Edigas**” means GTS’s electronic messaging protocol which enables, *inter alia*, submission of a Trade Nomination to GTS and to access information concerning the submitted Trade Nominations, and any successor system thereto.
- (h) The term “**GTS**” means the Dutch gas transmission system operator Gasunie Transport Services B.V. or any successor thereto.
- (i) The term “**GTS Rules**” means the Gasvoowaarden, or Transmission Service Conditions (“**TSC**”), and any manuals, procedures, practices or directions of GTS which support the operation of the Transmission Service Conditions, as amended from time to time.
- (j) The term “**ICE Endex TTF Natural Gas**” means ICE Endex TTF Natural Gas Futures, ICE Endex TTF Natural Gas WDNW Futures and ICE Endex TTF Natural Gas Daily Futures.
- (k) The term “**Invoice Period**” refers to the period beginning at the start of the day on which the last invoice was issued, up to the end of the day prior to the date of the current invoice and also includes any additional period of time during which payments are made from the Buyer to the Seller in respect of completed deliveries.
- (l) The term “**kWh**” or “**Kilowatt Hours**” means 3,600,000 joules where “joule” is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.
- (m) The term “**M+**” or “**M-**” means, in respect of a Contract, the number of Business Days immediately following the last day of the month or the number of Business Days immediately

DELIVERY PROCEDURES: ICE ENDEX TTF NATURAL GAS

Name of Delivery Document	Explanation	Timing
Delivery Confirmation Form	Delivery Days as specified in the first and last Delivery Day boxes; unique reference code for the instruction (free format maximum 10 characters); whether the instruction is a new instruction (N), an update to an existing instruction (U), a deletion of one previously submitted (D) or an unaltered existing instruction (E); number of lots long; number of lots short; and name of the nominated Transferee or Transferor.	
ICE Endex TTF Natural Gas Futures or ICE Endex TTF Natural Gas WDNW Futures Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant transferor(s) and transferee(s). It is a transferor/transferee order and informs Buyers and Sellers of Clearing Member mnemonic; transferee/transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part E F from first Delivery Day to last Delivery Day; lots to be delivered; and a statement that if the transferor/transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and the Clearing House will enter the Trade Nomination(s) into Edigas based on the Net Hourly Position of the Clearing Member, by the relevant deadline.	By 12:30 CET on D-1
ICE Endex TTF Natural Gas Futures or ICE Endex TTF Natural Gas WDNW Futures Invoice and Account Sale	The reports give Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; contracted kWh; actual delivered (matched) kWh; price in Euros per MWh; value of Natural Gas.	By 10:00 CET on the day following the Invoice Period
Invoice Report and Credit Note Report: Failed Deliveries	The report gives Buyers and Sellers with failed deliveries during the previous Delivery Month details of Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; Delivery Day; amount of failed delivery long (kWh); amount of failed delivery short (kWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.	M or W+10 at 10:00 CET.

9.2 ICE Endex TTF Natural Gas Daily Futures

Reports produced by the Clearing House are made available to Buyers and Sellers electronically.

Name of Delivery Document	Explanation	Timing
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DELIVERY PROCEDURES: ICE ENDEX TTF NATURAL GAS

Name of Delivery Document	Explanation	Timing
Daily Summary Report	This report summarises on a daily basis the deliverable positions by transferee/transferor	By 09:00 CET Daily
ICE Endex TTF Natural Gas Daily Futures Delivery Confirmation Form	This form must be completed in full for all Contracts subject to delivery. It contains details of: Clearing Member mnemonic; Clearing Member account; Delivery Day or series of Delivery Days as specified in the first and last Delivery Day boxes; unique reference code for the instruction (free format maximum 10 characters); whether the instruction is a new instruction (N), an update to an existing instruction (U), a deletion of one previously submitted (D) or an unaltered existing instruction (E); number of lots long; number of lots short; and name of the nominated Transferee or Transferor.	By 17:30 CET on D
ICE Endex TTF Natural Gas: Blanket Transferee Form	Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex TTF Natural Gas Daily Futures Delivery Confirmation form.	By 17:30 CET on D
ICE Endex TTF Natural Gas: Blanket Transferor Form	Where applicable, the Seller must ensure that this form is submitted by the Transferor to the Clearing House. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex TTF Natural Gas Daily Futures Delivery Confirmation form.	By 17:30 CET on D
ICE Endex TTF Natural Gas Daily Futures Conversion and Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferor(s) and Transferee(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part EE from first Delivery Day to last Delivery Day; lots to be delivered; details of the Acquiring and/or Disposing Trade Nomination(s) to be entered by the Transferees/Transferors; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and Transferor/Transferee will enter the correct Acquiring and/or Disposing Trade Nomination(s) into Edigas, by the relevant deadline and that the trade(s) nominations will not be amended or withdrawn unless instructed to do so by the Clearing House.	By 18:00 CET on D
ICE Endex TTF Natural Gas Daily Futures Invoice Report and Account Sale Report	The report gives Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; Delivery Day; contracted kWh; actual delivered (matched) kWh; price in pence per Therm; value of Natural Gas; and a summary of the Invoice and Account Sale.	By 09:00 CET on D+2

PART G: ~~**PART F: ICE ENDEX GASPOOL NATURAL GAS FUTURES CONTRACT (“ICE ENDEX GASPOOL NATURAL GAS FUTURES”); ICE ENDEX GASPOOL NATURAL GAS DAILY FUTURES CONTRACT (“ICE ENDEX GASPOOL NATURAL GAS DAILY FUTURES”)**~~

1. DEFINITIONS

1.1 The following additional definitions apply to this part of the Delivery Procedures:

- (a) The term “**Acquiring Trade Nomination**” means a nomination submitted, in the manner required by the GASPOOL Rules and otherwise in accordance with this Part ~~FG~~, by the Transferee to acquire rights in respect of one or more lots of Natural Gas at the GASPOOL Hub.
- (b) The terms “**D-**” or “**D+**” relate to the number of Business Days before and after the Delivery Day respectively on which rights to natural gas are to be transferred.
- (c) The term “**Delivery Day**” means the period beginning at 06:00 hours on a day on which the transfer of rights in respect of Natural Gas is due to be made under a Contract in accordance with ICE Endex Rules and this Part ~~FG~~ and ending at 06:00 hours on the following day.
- (d) The term “**Delivery Month**” means the period beginning at 06:00 hours CET on the first calendar day of the month until 06.00 hours CET on the first calendar day of the next month;
- (e) The term “**Disposing Trade Nomination**” means a nomination submitted, in the manner required by the GASPOOL Rules and otherwise in accordance with ICE Endex Rules and this Part ~~FG~~, by the Transferor to dispose of rights in respect of one or more lots of Natural Gas at the GASPOOL Hub.
- (f) The term “**GASPOOL**” means GASPOOL Balancing Services GmbH domiciled in Berlin Germany the operator of the market area co-operation between various gas network owners in Germany known as “GASPOOL” or any successor thereto.
- (g) The term “**GASPOOL Hub**” means, in respect of a Contract, a notional point within the Transmission System at which the balancing of the amounts of Natural Gas delivered into and out of the Transmission System takes place in accordance with the GASPOOL Rules.
- (h) The term “**GASPOOL Rules**” means the current GASPOOL Network Access Conditions and GASPOOL Balancing Group Contract and any manuals, procedures, practices or directions of GASPOOL which support the operation of GASPOOL as amended from time to time.
- (i) The term “**GASPOOL’s Communication Facilities**” means GASPOOL’s electronic facility which enables, *inter alia*, submission of a Trade Nomination to GASPOOL and to access information concerning the submitted Trade Nominations, and any successor system thereto.
- (j) The term “**ICE Endex GASPOOL Natural Gas**” means ICE Endex GASPOOL Natural Gas Futures and ICE Endex GASPOOL Natural Gas Daily Futures.
- (k) The term “**Invoice Period**” refers to the period beginning at the start of the day on which the last invoice was issued, up to the end of the day prior to the date of the current invoice and also includes any additional period of time during which payments are made from the Buyer to the Seller in respect of completed deliveries.
- (l) The term “**kWh**” or “**Kilowatt Hours**” means 3,600,000 joules where “joule” is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.
- (m) The term “**M+**” or “**M-**” means, in respect of a Contract, the number of Business Days immediately following the last day of the month or the number of Business Days immediately

Name of Delivery Document	Explanation	Timing
ICE Endex GASPOOL Natural Gas: Blanket Transferor Form	Where applicable, the Seller must ensure that this form is submitted by the Transferor to the Clearing House. It must be signed by the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex GASPOOL Natural Gas Futures Delivery Confirmation form.	By 12:00 CET on D-1
ICE Endex GASPOOL Natural Gas Futures Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferor(s) and Transferee(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part FG from first Delivery Day to last Delivery Day; lots to be delivered; details of the Acquiring and/or Disposing Trade Nomination(s) to be entered by the Transferees/Transferors; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and Transferor/Transferee will enter the correct Acquiring and/or Disposing Trade Nomination(s) into GASPOOL's Communication Facilities, by the relevant deadline and that the trade(s) nominations will not be amended or withdrawn unless instructed to do so by the Clearing House.	By 12:30 CET on D-1
ICE Endex GASPOOL Natural Gas Futures Invoice and Account Sale	The reports give Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; delivery month; contracted kWh; actual delivered (matched) kWh; price in Euros per MWh; value of Natural Gas.	By 10:00 CET on the following the Invoice Period.
Invoice Report and Credit Note Report: Failed Deliveries	The report gives Buyers and Sellers with failed deliveries during the previous delivery month details of Clearing Member mnemonic; Clearing Member account; contract; delivery month; Delivery Day; amount of failed delivery long (kWh); amount of failed delivery short (kWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.	M+10 at 10:00 CET

8.2 ICE Endex GASPOOL Natural Gas Daily Futures

Reports produced by the Clearing House are made available to Buyers and Sellers electronically.

Name of Delivery Document	Explanation	Timing
Daily Summary Report	This report summarises on a daily basis the deliverable positions by transferee/transferor	By 09:00 CET Daily
ICE Endex GASPOOL Natural Gas Daily Futures Delivery Confirmation Form	This form must be completed in full for all Contracts subject to delivery. It contains details of: Clearing Member mnemonic; Clearing Member account; Delivery Day or series of Delivery Days as specified in the first and last Delivery Day boxes; unique reference code for the instruction (free format maximum 10 characters); whether the instruction is a new instruction (N), an update to an existing instruction (U), a deletion of one previously submitted (D) or an unaltered existing instruction (E); number of lots long; number of lots short; and name of the nominated Transferee or Transferor.	By 17:30 CET on D
ICE Endex GASPOOL Natural Gas: Blanket Transferee Form	Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex GASPOOL Natural Gas Daily Futures Delivery Confirmation form.	By 17:30 CET on D
ICE Endex GASPOOL Natural Gas: Blanket Transferor Form	Where applicable, the Seller must ensure that this form is submitted by the Transferor to the Clearing House. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex GASPOOL Natural Gas Daily Futures Delivery Confirmation form.	By 17:30 CET on D
ICE Endex GASPOOL Natural Gas Daily Futures Conversion and Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferor(s) and Transferee(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part FG from first Delivery Day to last Delivery Day; lots to be delivered; details of the Acquiring and/or Disposing Trade Nomination(s) to be entered by the Transferees/Transferors; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and Transferor/Transferee will enter the correct Acquiring and/or Disposing Trade Nomination(s) into the GASPOOL's Communication Facilities, by the relevant deadline and that the trade(s) nominations will not be amended or withdrawn unless instructed to do so by the Clearing House.	By 18:00 CET on D

PART H: ~~**PART G: ICE ENDEX NCG NATURAL GAS FUTURES CONTRACT (“ICE ENDEX NCG NATURAL GAS FUTURES”); ICE ENDEX NCG NATURAL GAS DAILY FUTURES CONTRACT (“ICE ENDEX NCG NATURAL GAS DAILY FUTURES”)**~~

1. DEFINITIONS

1.1 The following additional definitions apply to this part of the Delivery Procedures:

- (a) The term “**Acquiring Trade Nomination**” means a nomination submitted, in the manner required by the NCG Rules and otherwise in accordance with this Part ~~G~~H, by the Transferee to acquire rights in respect of one or more lots of Natural Gas at the VTP operated by NCG.
- (b) The terms “**D-**” or “**D+**” relate to the number of Business Days before and after the Delivery Day respectively on which rights to natural gas are to be transferred.
- (c) The term “**Delivery Day**” means the period beginning at 06:00 hours on a day on which the transfer of rights in respect of Natural Gas is due to be made under a Contract in accordance with ICE Endex Rules and this Part ~~G~~H and ending at 06:00 hours on the following day.
- (d) The term “**Delivery Month**” means the period beginning at 06:00 hours CET on the first calendar day of the month until 06:00 hours CET on the first calendar day of the next month;
- (e) The term “**Disposing Trade Nomination**” means a nomination submitted, in the manner required by the NCG Rules and otherwise in accordance with ICE Endex Rules and this Part ~~G~~H, by the Transferor to dispose of rights in respect of one or more lots of Natural Gas at the VTP operated by NCG.
- (f) The term “**ICE Endex NCG Natural Gas**” means ICE Endex NCG Natural Gas Futures and ICE Endex NCG Natural Gas Daily Futures.
- (g) The term “**Invoice Period**” refers to the period beginning at the start of the day on which the last invoice was issued, up to the end of the day prior to the date of the current invoice and also includes any additional period of time during which payments are made from the Buyer to the Seller in respect of completed deliveries.
- (h) The term “**kWh**” or “**Kilowatt Hours**” means 3,600,000 joules where “joule” is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.
- (i) The term “**M+**” or “**M-**” means, in respect of a Contract, the number of Business Days immediately following the last day of the month or the number of Business Days immediately preceding the first day of the month in which the Delivery Day specified in the Contract commenced.
- (j) The term “**Natural Gas**” means any hydrocarbons or mixture of hydrocarbons and other gases consisting predominantly of methane which at a temperature of 15 degrees Celsius and at an absolute pressure of 1.01325 bar are or is predominantly in the gaseous state where “degree Celsius” and “bar” are as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.
- (k) The term “**NCG**” means NetConnect Germany GmbH & Co. KG domiciled in Ratingen Germany the operator of the market area co-operation between various gas network owners in Germany known as “NCG” or any successor thereto.
- (l) The term “**NCG’s Communication Facilities**” means NCG’s electronic facility which enables, *inter alia*, submission of a Trade Nomination to NCG and to access information concerning the submitted Trade Nominations, and any successor system thereto.

DELIVERY PROCEDURES: ICE ENDEX NCG NATURAL GAS

Payment, Seller's Security and Buyer's Default Top Up	D+1	
	By 10:00 CET	<p>Seller's Security for actual delivered amount is released.</p> <p>The Clearing House releases the 'Buyer's Default Top up' portion of the Buyer's Security on confirmed deliveries.</p> <p>Buyers make contract payment via their Nominated Accounts in respect of deliveries for the preceding delivery day. Buyer's Security is released as part of the payment transaction.</p> <p>Seller receives contract value (payment) for confirmed delivered amount in respect of deliveries for the preceding delivery day.</p> <p>N.B. A credit note may be issued at a later date against the failed deliveries.</p>
Invoice and Account Sale Details	<u>One Day following the end of the Invoice Period</u>	
	One Day following the end of the Invoice Period <u>By 10:00 CET</u>	<u>Invoices and Account Sales available for the Invoice Period.</u>
	By 10:00 CET	Invoices and Account Sales available for the Invoice Period.

5.2 ICE Endex NCG Natural Gas Daily Futures

	1 Business Day prior to the Delivery Day (D-1)	
Cessation of Trading	At 18:00 CET	Daily Contract ceases trading.
Submission of ICE Endex NCG Natural Gas Daily Futures: Delivery Confirmation form	By 18:15 CET	Buyer and Seller must, for all deliverable Open Contract Positions, submit a completed ICE Endex NCG Natural Gas Daily Futures Delivery Confirmation Form.

DELIVERY PROCEDURES: ICE ENDEX NCG NATURAL GAS

Name of Delivery Document	Explanation	Timing
ICE Endex NCG Natural Gas Futures Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferor(s) and Transferee(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part GH from first Delivery Day to last Delivery Day; lots to be delivered; details of the Acquiring and/or Disposing Trade Nomination(s) to be entered by the Transferees/Transferors; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and Transferor/Transferee will enter the correct Acquiring and/or Disposing Trade Nomination(s) into NCG's Communication Facilities, by the relevant deadline and that the trade(s) nominations will not be amended or withdrawn unless instructed to do so by the Clearing House.	By 12:30 CET on D-1
ICE Endex NCG Natural Gas Futures Invoice and Account Sale	The reports give Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; delivery month; contracted kWh; actual delivered (matched) kWh; price in Euros per MWh; value of Natural Gas.	By 10:00 CET on the day following the Invoice Period
Invoice Report and Credit Note Report: Failed Deliveries	The report gives Buyers and Sellers with failed deliveries during the previous delivery month details of Clearing Member mnemonic; Clearing Member account; contract; delivery month; Delivery Day; amount of failed delivery long (kWh); amount of failed delivery short (kWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.	M+10 at 10:00 CET

8.2 ICE Endex NCG Natural Gas Daily Futures

Reports produced by the Clearing House are made available to Buyers and Sellers electronically.

Name of Delivery Document	Explanation	Timing
Daily Summary Report	This report summarises on a daily basis the deliverable positions by transferee/transferor	By 09:00 CET Daily

DELIVERY PROCEDURES: ICE ENDEX NCG NATURAL GAS

Name of Delivery Document	Explanation	Timing
ICE Endex NCG Natural Gas Daily Futures Delivery Confirmation Form	This form must be completed in full for all Contracts subject to delivery. It contains details of: Clearing Member mnemonic; Clearing Member account; Delivery Day or series of Delivery Days as specified in the first and last Delivery Day boxes; unique reference code for the instruction (free format maximum 10 characters); whether the instruction is a new instruction (N), an update to an existing instruction (U), a deletion of one previously submitted (D) or an unaltered existing instruction (E); number of lots long; number of lots short; and name of the nominated Transferee or Transferor.	By 17:30 CET on D
ICE Endex NCG Natural Gas: Blanket Transferee Form	Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex NCG Natural Gas Daily Futures Delivery Confirmation form.	By 17:30 CET on D
ICE Endex NCG Natural Gas: Blanket Transferor Form	Where applicable, the Seller must ensure that this form is submitted by the Transferor to the Clearing House. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex NCG Natural Gas Daily Futures Delivery Confirmation form.	By 17:30 CET on D
ICE Endex NCG Natural Gas Daily Futures Conversion and Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferor(s) and Transferee(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part GH from first Delivery Day to last Delivery Day; lots to be delivered; details of the Acquiring and/or Disposing Trade Nomination(s) to be entered by the Transferees/Transferors; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and Transferor/Transferee will enter the correct Acquiring and/or Disposing Trade Nomination(s) into the NCG's Communication Facilities, by the relevant deadline and that the trade(s) nominations will not be amended or withdrawn unless instructed to do so by the Clearing House.	By 18:00 CET on D
ICE Endex NCG Natural Gas Daily Futures Invoice Report and Account Sale Report	The report gives Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; Delivery Day; contracted kWh; actual delivered (matched) kWh; price in pence per Therm; value of Natural Gas; and a summary of the Invoice and Account Sale.	By 09:00 CET on D+2

PART I: ~~**PART H:**~~ ICE ENDEX ZTP NATURAL GAS FUTURES CONTRACT (“ICE ENDEX ZTP NATURAL GAS FUTURES”); ICE ENDEX ZTP NATURAL GAS DAILY FUTURES CONTRACT (“ICE ENDEX ZTP NATURAL GAS DAILY FUTURES”)

1. DEFINITIONS

1.1 The following additional definitions apply to this part of the Delivery Procedures:

- (a) The term “**Acquiring Trade Nomination**” means a nomination submitted, in the manner required by the Fluxys Rules and/or Huberator Terms and otherwise in accordance with this Part **H**, by the Transferee to acquire rights in respect of one or more lots of Natural Gas at the ZTP.
- (b) The term “**Business Day**” has the meaning set out in the ICE Endex Rules.
- (c) The term “**CREG**” means the Commissie voor de Regulering van de Elektriciteit en het Gas (Dutch) or *Commission pour la Régulation de l’Electricité et du Gaz* (French) as referred in the Gas Act.
- (d) The terms “**D-**” or “**D+**” relate to the number of Business Days before and after the Delivery Day respectively on which rights to Natural Gas are to be transferred.
- (e) The term “**Delivery Day**” means the period beginning at 06:00 hours on a day on which the transfer of rights in respect of Natural Gas under a Contract is due to be made, in accordance with ICE Endex Rules and this Part **H** and ending at 06:00 hours on the following day.
- (f) The term “**Delivery Month**” means the period beginning at 06:00 hours on the first calendar day of the month until 06.00 hours on the first calendar day of the next month.
- (g) The term “**Disposing Trade Nomination**” means a nomination submitted, in the manner required by the Fluxys Rules and/or the Huberator Terms and otherwise in accordance with ICE Endex Rules and this Part **H**, by the Transferor to dispose of rights in respect of one or more lots of Natural Gas at the ZTP.
- (h) The term “**EDIg@s**” means electronic data interchange used for the purpose of, *inter alia*, submission of a Trade Nomination to Huberator and to access information concerning the submitted Trade Nominations, and any successor system thereto.
- (i) The term “**Fluxys Belgium**” means Fluxys Belgium S.A., being the operator of the transmission system in Belgium.
- (j) The term “**Fluxys Belgium Rules**” means the terms and conditions set out in the Standard Transmission Agreement (or STA) of Fluxys Belgium and the Access Code for Transmission (or ACT) including attachments, as approved by the CREG, which stipulate the standard terms and conditions for access to the Fluxys transmission system, as amended from time to time.
- (k) The term “**Gas Act**” means the Belgian Gas Law concerning the transportation of gaseous and other substances by pipeline of 12 April 1965, as amended from time to time, or any successor thereof.
- (l) The term “**Huberator**” means Huberator S.A., being the company operating the ZTP notional trading services.
- (m) The term “**Huberator Terms**” means the terms and conditions set out in the applicable hub services agreement and its annexures to which Huberator is party or by which it is bound, which provides, *inter alia*, for terms governing the notional trading services in relation to ZTP.

5. DELIVERY CONTRACT SECURITY

The Clearing House makes the Natural Gas Daily Summary Report available on a daily basis to Clearing Members with delivery positions.

(a) Buyer’s Security

Buyer’s Security is calculated by reference to the relevant EDSP plus a “Buyer’s Default Top-up”. The “Buyer’s Default Top-up” is an amount calculated against the possibility of costs or charges arising from the balancing regime under the Fluxys Belgium Rules.

The Clearing House may alter the calculation of Buyer’s Security at any time or make adjustments in respect of specific Buyers.

(b) Seller’s Security

Seller’s Security is calculated against the Seller’s Default Price (SDP) for the relevant Delivery Day.

The SDP is calculated by reference to costs and charges arising from the balancing regime under the Fluxys Belgium Rules, or EDSP.

The Clearing House may alter the calculation of Seller’s Security at any time or make adjustments in respect of a specific Seller.

6. DELIVERY TIMETABLE FOR ICE ENDEX ZTP NATURAL GAS FUTURES: ROUTINE

Note: All “timings” or times of day in this Part **H** are Central European Time (“CET”) or Central European Summer Time (“CEST”) as applicable.

6.1 ICE Endex ZTP Natural Gas Futures

2 Business Days prior to the 1st Delivery Day (M-2)		
Confirmation of Delivery positions – Provisional	By 10:00 CET	The Daily Summary Report identifies Open Contract Positions at the close of business on M-3 or before this time on M-2.
	By 18:00 CET	Buyer and Seller submit known delivery details using ICE Endex ZTP Natural Gas Futures: Delivery Confirmation Form for those Open Contract Positions, which are expected to be delivered.
Cessation of Trading	At 18:00 CET	Contract ceases trading.
	By 19:00 CET	EFPs and EFSs may be posted up to one hour following the cessation of trading.

DELIVERY PROCEDURES: ICE ENDEX ZTP NATURAL GAS

Name of Delivery Document	Explanation	Timing
	and name of the nominated Transferee or Transferor.	
ICE Endex ZTP Natural Gas: Blanket Transferee Form	Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Day nominated by the Buyer and referred to on the ICE Endex ZTP Natural Gas Daily Futures Delivery Confirmation form.	By 11:00 CET on M or W-1
ICE Endex ZTP Natural Gas: Blanket Transferor Form	Where applicable, the Seller must ensure that this form is submitted by the Transferor to the Clearing House. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Day nominated by the Buyer and referred to on the ICE Endex ZTP Natural Gas Futures Delivery Confirmation form.	By 11:00 CET on M or W-1
ICE Endex ZTP Natural Gas Futures Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferor(s) and Transferee(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part H from first Delivery Day to last Delivery Day; lots to be delivered; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and the Clearing House will enter the Trade Nomination(s) into EDI@s based on the net hourly position of the Clearing Member, by the relevant deadline.	By 12:30 CET on D-1
ICE Endex ZTP Natural Gas Futures Invoice and Account Sale	The reports give Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; Contract Set; Delivery Month; contracted kWh; actual delivered (matched) kWh; price in Euros per MWh; value of Natural Gas.	By 10:00 CET on the day following the Invoice Period.
Invoice Report and Credit Note Report: Failed Deliveries	The report gives Buyers and Sellers with failed deliveries during the previous Delivery Month details of Clearing Member mnemonic; Clearing Member account; Contract Set; Delivery Month; Delivery Day; amount of failed delivery long	M at 10:00 CET.

PART J: ICE ENDEX CONTINENTAL NATURAL GAS SPOT CONTRACT; ICE ENDEX CONTINENTAL TTF NATURAL GAS SPOT CONTRACT ("TTF NATURAL GAS SPOT CONTRACT"); ICE ENDEX CONTINENTAL ZTP NATURAL GAS SPOT CONTRACT ("ZTP NATURAL GAS SPOT CONTRACT"); AND ICE ENDEX CONTINENTAL ZTPL NATURAL GAS SPOT CONTRACT ("ZTPL NATURAL GAS SPOT CONTRACT")

1. DEFINITIONS

1.1 The following additional definitions apply to this part of the Delivery Procedures:

- (a) With respect to TTF Natural Gas Spot Contracts, the term "Acquiring Trade Nomination" means a nomination submitted, in the manner required by the GTS Rules and otherwise in accordance with the ICE Endex Continental Rules and this Part J, by the Transferee to acquire rights in respect of a quantity of Natural Gas at the Title Transfer Facility.
- (b) With respect to Belgian Natural Gas Spot Contracts, the term "Acquiring Trade Nomination" means a nomination submitted, in the manner required by the Fluxys Belgium Rules and/or Huberator Terms and otherwise in accordance with the ICE Endex Continental Rules and this Part J, by the Transferee to acquire rights in respect of one or more lots of Natural Gas at the ZTP or ZTPL.
- (c) The term "Belgian Gas Act" means the Belgian Gas Law concerning the transportation of gaseous and other substances by pipeline of 12 April 1965, as amended from time to time, or any successor thereof.
- (d) The term "Belgian Natural Gas Spot Contracts" means ZTP Natural Gas Spot Contracts and ZTPL Natural Gas Spot Contracts.
- (e) The term "Business Day" has the meaning set out in the ICE Endex Continental Rules.
- (f) The term "Continental Natural Gas Spot Contracts" means TTF Natural Gas Spot Contracts and Belgian Natural Gas Spot Contracts.
- (g) The terms "D-" or "D+" relate to the number of Business Days before and after the Delivery Day respectively on which rights to Natural Gas are to be transferred.
- (h) The term "Delivery Day" means the period beginning at 06:00 hours CET on a day on which the transfer of rights in respect of Natural Gas is due to be made under a Contract in accordance with ICE Endex Continental Rules and this Part J and ending at 06:00 hours CET on the following day.
- (i) The term "Delivery Month" means the period beginning at 06:00 hours CET on the first calendar day of the month until 06.00 hours CET on the first calendar day of the next month.
- (j) With respect to TTF Natural Gas Spot Contracts, the term "Disposing Trade Nomination" means a nomination submitted, in the manner required by the GTS Rules and otherwise in accordance with ICE Endex Continental Rules and this Part J, by the Transferor to dispose of rights in respect of a quantity of Natural Gas at the Title Transfer Facility.
- (k) With respect to Belgian Natural Gas Spot Contracts, the term "Disposing Trade Nomination" means a nomination submitted, in the manner required by the Fluxys Belgium Rules and/or the Huberator Terms and otherwise in accordance with ICE Endex Continental Rules and this Part J, by the Transferor to dispose of rights in respect of a quantity of Natural Gas at the ZTP or ZTPL.

~~DELIVERY PROCEDURES: ICE ENDEX DUTCH POWER BASE LOAD FUTURES, ICE ENDEX DUTCH POWER BASE LOAD WEEK FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (7-23) FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (8-20) FUTURES~~
DELIVERY PROCEDURES: ICE ENDEX CONTINENTAL NATURAL GAS SPOT CONTRACT

- (l) The term "**Dutch Gas Act**" means the Dutch Gas Act of 22 June 2000, concerning the rules for transportation and supply of gas, as amended from time to time, or any successor thereof.
- (m) The term "**EDIg@s**" means electronic data interchange used for the purpose of, *inter alia*, submission of a Trade Nomination to GTS or Huberator and to access information concerning the submitted Trade Nominations, and any successor system thereto.
- (n) The term "**Fluxys Belgium**" means Fluxys Belgium S.A., being the operator of the transmission system in Belgium.
- (o) The term "**Fluxys Belgium Rules**" means the terms and conditions set out in the Standard Transmission Agreement of Fluxys Belgium and the Access Code for Transmission including attachments, as approved by the CREG under the Belgian Gas Act, which stipulates the standard terms and conditions for access to the Fluxys Transmission System, in either case, as amended from time to time.
- (p) The term "**Fluxys Transmission System**" means the onshore transmission pipeline system owned and operated by Fluxys Belgium as may be enlarged, extended or altered from time to time.
- (q) The term "**GTS**" means the Dutch gas transmission system operator Gasunie Transport Services B.V. or any successor thereto.
- (r) The term "**GTS Rules**" means the Dutch Network Code Gas, as established by the Authority for Consumers and Markets in accordance with the Dutch Gas Act and complemented by the Transmission Service Conditions, in either case, as amended from time to time.
- (s) The term "**GTS Transmission System**" means the onshore transmission pipeline system owned and operated by GTS as may be enlarged, extended or altered from time to time.
- (t) The term "**Huberator**" means Huberator S.A., being the company operating the ZTP and ZTPL notional trading services.
- (u) The term "**Huberator Terms**" means the terms and conditions set out in the applicable hub services agreement and its annexures to which Huberator is party or by which it is bound, which provides, *inter alia*, for terms governing the notional trading services in relation to ZTP or ZTPL.
- (v) The term "**Invoice Period**" refers to the period beginning at the start of the day on which the last invoice was issued, up to the end of the day prior to the date of the current invoice and also includes any additional period of time during which payments made from the Buyer to the Seller in respect of completed deliveries.
- (w) The term "**kWh**" or "**Kilowatt Hours**" means 3,600,000 joules where "joule" is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex Continental.
- (x) The term "**Licensed Shipper**" means a Person having executed all necessary agreements with GTS, Fluxys Belgium and/or Huberator, as required by the GTS Rules, the Fluxys Belgium Rules and/or the Huberator Terms, to transfer rights to Natural Gas at the TTF, ZTP and/or ZTPL, as applicable.
- (y) The term "**M+**" or "**M-**" means, in respect of a Contract, the number of Business Days immediately following the last day of the month or the number of Business Days immediately

preceding the first day of the month in which the Delivery Day specified in the Contract commenced.

- (z) The term "MWh" or "Megawatt Hours" means 3,600,000,000 joules where "joule" is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Exend Continental.
- (aa) The term "Natural Gas" means any hydrocarbons or mixture of hydrocarbons and other gases consisting predominantly of methane which at a temperature of 15 degrees Celsius and at an absolute pressure of 1.01325 bar are or is predominantly in the gaseous state where "degree Celsius" and "bar" are as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Exend Continental.
- (bb) The term "Net Hourly Position" is calculated by the Clearing House for each Transferee or Transferor associated to a Clearing Member and refers to the net position per hour denominated in kWh between it and each Clearing Member for delivery of Natural Gas under all Continental Natural Gas Spot Contracts to which the Clearing House and that Clearing Member are a party.
- (cc) The term "Settlement Cut Off" for a given Business Day refers to the time at which the Clearing House calculates the associated cash flows for all deliverable obligations.
- (dd) The term "Title Transfer Facility" or "TTF" means, in respect of a Contract, a notional point within the GTS Transmission System at which the balancing of the amounts of Natural Gas takes place for the purposes of the Transmission Service Conditions.
- (ee) The term "Trade Date" refers to the calendar day on which a trade was executed according to the ICE Exend Continental Rules.
- (ff) The term "Trade Nomination" means in respect of a Contract, either a Disposing Trade Nomination or an Acquiring Trade Nomination, as the case may be.
- (gg) The term "Transmission Service Conditions" or "TSC" means the Transmission Service Conditions, as amended from time to time, setting out GTS's arrangements for transportation of Natural Gas and operation of the Transmission System and TTF and any manuals, procedures, practices or directions of GTS which support the operation of that document, in either case as amended from time to time.
- (hh) The term "Transmission System" means the GTS Transmission System and/or the Fluxys Transmission System.
- (ii) The term "Zeebrugge Trading Point" or "ZTP" shall mean the notional point within the Fluxys Transmission System where the notional trading services for high calorific Natural Gas are offered by Huberator in accordance with the Huberator Terms and Fluxys Belgium Rules.
- (jj) The term "Zeebrugge Trading Point L" or "ZTPL" shall mean the notional point within the Fluxys Transmission System location where the notional trading services for low calorific Natural Gas are offered by Huberator in accordance with the Huberator Terms and Fluxys Belgium Rules.

2. CLEARING HOUSE AUTHORITY

Each Clearing Member (for itself and on behalf of its Transferors and Transferees) hereby grants authority to the Clearing House to make Trade Nominations on its behalf and instead of it in connection with deliveries under Continental Natural Gas Spot Contracts. No Clearing Member shall revoke or

terminate, or purport to revoke or terminate, such authorisation, and each Clearing Member shall procure that none of its Transferors or Transferees shall revoke or terminate, or purport to revoke or terminate, such authorisation. Clearing Members are not required, and are not able, to submit Trade Nominations themselves.

3. DELIVERY SPECIFICATION

3.1 Transferors and Transferees

- (a) Clearing Members must ensure that prior to any Continental Natural Gas Spot Contracts arising which are to be referable to a Transferor or Transferee, an appropriate Transferor/Transferee form is in place relating to such Transferor or Transferee and the relevant Transferor or Transferee is a Licensed Shipper.
 - (b) Clearing Members shall ensure that each Contract at the point it arises under Rule 401, is appropriately identified as relating to such Transferor or Transferee (which may be the Clearing Member itself).
 - (c) At the point that the Contract arises, the Clearing Member (which may be the Transferor or Transferee) shall be automatically deemed to have appointed the specified Transferor or Transferee to make or take delivery on its behalf.
 - (d) Following the entry into of each Continental Natural Gas Spot Contract:
 - (i) the Seller shall ensure that its Transferor (specified by the Seller, which may be the Seller itself); and
 - (ii) the Buyer shall ensure that its Transferee (specified by the Buyer, which may be the Buyer itself)
- effect delivery of the Continental Natural Gas Spot Contract through the input by the Clearing House of Trade Nominations in accordance with paragraph 3.2 below.
- (e) Clearing Members must ensure that their specified Transferor or Transferee has in place any relevant tax status required to act as a Transferor or Transferee, such as a VAT-warehouse licence (BTW-entrepot) with the Dutch tax authority.

3.2 Delivery

Deliveries of Continental Natural Gas Spot Contracts are effected by the transfer of rights to Natural Gas at the TTF, ZTP or ZTPL, as applicable, from a Transferor (specified by the Seller, which may be the Seller itself) to the Clearing House and from the Clearing House to a Transferee (specified by the Buyer, which may be the Buyer itself), through the input of Acquiring Trade Nominations and Disposing Trade Nominations into GTS's or Huberator's Edig@s system, as applicable, by the Clearing House. GTS, Huberator and Fluxys Belgium will take those Trade Nominations into account when determining whether any costs or charges arise from the balancing regime.

3.3 Quantity

Continental Natural Gas Spot Contracts trade in MWh and are delivered in kWh.

3.4 Price

~~DELIVERY PROCEDURES: ICE ENDEX DUTCH POWER BASE LOAD FUTURES, ICE ENDEX DUTCH POWER BASE LOAD WEEK FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (7-23) FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (8-20) FUTURES~~
DELIVERY PROCEDURES: ICE ENDEX CONTINENTAL NATURAL GAS SPOT CONTRACT

The price at which the contract is delivered is the trade price at which the trade is executed in accordance with ICE Endex Continental Rules. No EDSP will be calculated. Accordingly, standard contractual netting under Rules 406(b) and (c), and Rules 701(a), 701(b) and 702(c) will not apply but the Clearing House will have the same powers as under Rule 701(c) in respect of trade prices.

3.5 Days and Times

All "timings" or times of day are Central European Time ("CET") or Central European Summer Time ("CEST") as applicable.

3.6 Exchange for Physicals (EFPs) and Exchange for Swaps (EFSs)

EFSs and EFPs are not supported for Continental Natural Gas Spot Contracts.

4. LIABILITY

4.1 The provisions of this paragraph 4 are without prejudice to the generality, and subject to, the provisions of the Rules relating to liability and apply in addition to the general requirements of these Delivery Procedures.

4.2 The Clearing House is not responsible for, and shall have no liability whatsoever as a result of:

(a) the performance or non-performance of GTS, Huberator and/or Fluxys Belgium of their obligations under the GTS Rules, Huberator Terms or Fluxys Belgium Rules respectively; or

(b) any other performance or non-performance of GTS, Huberator and/or Fluxys Belgium.

4.3 Neither the Buyer nor the Seller, or their Transferees or Transferors, shall have any claim against the Clearing House for any loss, cost, damage or expense incurred or suffered as a result of the condition or operation of the Transmission System or any part thereof or the performance or non-performance of GTS, Huberator and/or Fluxys Belgium as specified in paragraph 4.2 above, except as otherwise expressly provided in the ICE Endex Continental Rules.

5. DELIVERY CONTRACT SECURITY

The Clearing House makes the Daily Summary Report available on a daily basis to Clearing Members with delivery positions.

(a) Buyer's Security

Buyer's Security is calculated by reference to the relevant original trade price and represents the full contract value of the deliverable obligation for a particular day. The Clearing House may alter the calculation of Buyer's Security at any time or make adjustments in respect of specific Buyers.

(b) Delivery Margin

The delivery Margin is collected from the Buyer and Seller and is an amount calculated against the costs or charges arising from delivery failure including the possibility of costs or charges arising from the balancing regime under the GTS Rules or Fluxys Belgium Rules, as applicable. The Clearing House may alter the calculation of delivery Margin at any time or make adjustments in respect of a specific Seller.

6. DELIVERY TIMETABLE FOR CONTINENTAL NATURAL GAS SPOT CONTRACTS: ROUTINE

6.1 Trade Nominations

The Clearing House and a Clearing Member shall, for the purposes of satisfying their delivery obligations in respect of all trades in the Continental Natural Gas Spot Contracts, settle the Net Hourly Position between them.

The Clearing House, in accordance with paragraph 2, is authorised to send Trade Nominations for the Net Hourly Position in kWh on behalf and instead of the Clearing Member.

The Clearing House will make and, if necessary, revise the Trade Nominations on a regular basis but in any event prior to the start of the delivery hour relating to the Net Hourly Position for which the Trade Nomination is to be made in accordance with the schedule issued by GTS, Fluxys Belgium or Huberator, as applicable.

Should the Clearing Member or its Transferee/Transferor become aware of any inaccuracy or omission in the details of the Trade Nomination submitted by the Clearing House, the Clearing Member must inform the Clearing House as soon as possible.

6.2 Margin and Settlement Schedule where Trade Date is also a Business Day

~~DELIVERY PROCEDURES: ICE ENDEX DUTCH POWER BASE LOAD FUTURES, ICE ENDEX DUTCH POWER BASE LOAD WEEK FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (7-23) FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (8-20) FUTURES~~
DELIVERY PROCEDURES: ICE ENDEX CONTINENTAL NATURAL GAS SPOT CONTRACT

<u>Calculation of Margin and Payment</u>	<u>On Trade Date/Delivery Day (D)</u>	
	<u>By 20:00</u>	<p>The Clearing House will calculate:</p> <ul style="list-style-type: none"> i. <u>Delivery Margin for the Seller's delivery obligations scheduled for the current Delivery Day.</u> ii. <u>Buyer's Security representing full contract value of delivery obligations scheduled to occur for the remainder of the Delivery Day and the next Delivery Day.</u> iii. <u>Invoice and Account Sale amounts for the deliveries completed following the Settlement Cut Off on the previous Delivery Day and for current Delivery Day up to the Settlement Cut Off.</u>
<u>Provision of Margin and Payment</u>	<u>On the Business Day following the Trade Date</u>	
	<u>By 10:00</u>	<p>Seller and Buyer must provide the Clearing House with delivery Margin and Buyer's Security as appropriate. This is calculated for all deliverable obligations at the Settlement Cut Off.</p> <p><u>Seller's delivery Margin for the actual delivered amount completed following the Settlement Cut Off on the prior Delivery Day up to the Settlement Cut Off on Delivery Day is released.</u></p> <p><u>The Clearing House releases the Buyer's Security for deliveries completed following the Settlement Cut Off on the prior Delivery Day up to the Settlement Cut Off on Delivery Day.</u></p> <p><u>Buyers make contract payment via their Nominated Accounts in respect of completed deliveries following the Settlement Cut Off on the prior Delivery Day up to the Settlement Cut Off on Delivery Day.</u></p> <p><u>Seller receives contract value (payment) for delivered amount completed following the Settlement Cut Off on the prior Delivery Day up to the Settlement Cut Off on Delivery Day.</u></p> <p><u>N.B. A credit note may be issued at a later date against the failed deliveries.</u></p> <p><u>The Clearing House may make adjustments to provisional delivery Margin and Buyer's Security by making intra-day calls at this time or other times on this day.</u></p>
<u>Invoice and Account Sale Details</u>	<u>One Day following the end of the Invoice Period</u>	
	<u>By 10:00</u>	<p><u>The Clearing House makes the Invoice and Account Sale Report available to Seller and Buyer for the Invoice Period.</u></p>

~~DELIVERY PROCEDURES: ICE ENDEX DUTCH POWER BASE LOAD FUTURES, ICE ENDEX DUTCH POWER
BASE LOAD WEEK FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (7-23) FUTURES, ICE ENDEX DUTCH
POWER PEAK LOAD (8-20) FUTURES~~DELIVERY PROCEDURES: ICE ENDEX CONTINENTAL NATURAL
GAS SPOT CONTRACT

6.3 Margin and Settlement Schedule where Trade Date is not a Business Day

<u>Calculation of Margin and Payments</u>	<u>On the Business Day following the Trade Date</u>	
	<u>By 19:00</u>	<p>The Clearing House will calculate:</p> <ul style="list-style-type: none"> i. <u>Delivery Margin for the Seller's delivery obligations scheduled for future Delivery Days.</u> ii. <u>Buyer's Security representing full contract value of delivery obligations scheduled to commence on the next Delivery Day.</u> iii. <u>Invoice and Account Sale amounts for the deliveries completed on a non Business Day.</u>
<u>Provision of Margin and Payment</u>	<u>On the second Business Day following the Trade Date</u>	
	<u>By 10:00</u>	<p>Seller and Buyer must provide the Clearing House with <u>delivery Margin and Buyer's Security as appropriate.</u></p> <p>The Clearing House may make adjustments to <u>provisional delivery Margin and Buyer's Security by making intra-day calls at this time or other times on this day.</u></p> <p><u>Seller's delivery Margin for the actual delivered amount completed following the Settlement Cut Off on the prior Delivery Day up to the Settlement Cut Off on Delivery Day is released.</u></p> <p>The Clearing House releases the <u>Buyer's Security for deliveries completed following the Settlement Cut Off on the prior Delivery Day up to the Settlement Cut Off on Delivery Day.</u></p> <p>Buyers make contract payment via their <u>Nominated Accounts in respect of completed deliveries following the Settlement Cut Off on the prior Delivery Day up to the Settlement Cut Off on Delivery Day.</u></p> <p>Seller receives contract value (payment) for <u>delivered amount completed following the Settlement Cut Off on the prior Delivery Day up to the Settlement Cut Off on Delivery Day.</u></p> <p><u>N.B. A credit note may be issued at a later date against the failed deliveries.</u></p>
<u>Invoice and Account Sale Details</u>	<u>One Day following the end of the Invoice Period</u>	
	<u>By 10:00</u>	<p>The Clearing House makes the <u>Invoice and Account Sale Report available to Seller and Buyer for the Invoice Period.</u></p>

**7. DELIVERY TIMETABLE FOR CONTINENTAL NATURAL GAS SPOT CONTRACTS:
 FAILED DELIVERY**

<u>Delivery Margin and Buyer Security</u>	<u>D+2</u>	
	<u>By 10:00</u>	<u>In the event of a failed delivery, the Clearing House may call additional delivery Margin from the Buyer and Seller and Buyer Security.</u>
<u>Failed Delivery</u>	<u>10 Business Days following the Delivery Month (M+10)</u>	
	<u>By 10:00</u>	<u>The Clearing House makes the Invoice and Credit Note Report available to Sellers and Buyers for the previous month's failed deliveries.</u>
<u>Payment for Failed Delivery</u>	<u>12 Business Days following the Delivery Month (M+12)</u>	
	<u>By 10:00</u>	<u>Seller makes payment for previous month's failed deliveries. Buyers make/receive payment or take receipt for previous month's failed deliveries.</u>
<u>Release of Seller's and Buyer's Security against Failed Deliveries</u>	<u>13 Business Days following the Delivery Month (M+13)</u>	
	<u>By 10:00</u>	<u>Seller's Security and Buyer's Security held against failed deliveries is released following confirmation that payment has been made for all failed deliveries for the Delivery Month.</u>

Note: in the event of a failed delivery, the Clearing House may retain Buyer's Security and/or Seller's Security.

Note: the above timetables can be altered without notice at the discretion of the Clearing House.

8. INVOICE AND ACCOUNT SALE CALCULATION

8.1 Invoice and Account Sale

(a) Deliveries relating to the previous Invoice Period

The Invoice and Account Sale Report gives details of all deliveries made during the Invoice Period.

Confirmed deliveries:

kWh * trade price * 1 MWh / 1000 kWh, plus any additional costs of the Clearing House as appropriate

Where

kWh = the number of Kilowatt Hours delivered.

~~DELIVERY PROCEDURES: ICE ENDEX DUTCH POWER BASE LOAD FUTURES, ICE ENDEX DUTCH POWER BASE LOAD WEEK FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (7-23) FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (8-20) FUTURES~~
DELIVERY PROCEDURES: ICE ENDEX CONTINENTAL NATURAL GAS SPOT CONTRACT

Failed Deliveries

kWh * Delivery Failure Cost * 1 MWh / 1000 kWh, plus any additional costs of the Clearing House, as appropriate

Where

kWh = the number of Kilowatt Hours delivered.

Delivery Failure Cost = the costs of the Clearing House per kWh incurred from GTS in accordance with the GTS Rules or incurred from Huberator and/or Fluxys Belgium in accordance with the Huberator Terms and/or Fluxys Belgium Rules in respect of any failure of a Clearing Member to correctly make a delivery.

(b) Invoice/Credit Note for Failed Deliveries

The Invoice and Credit Note Report gives details of the proportion of the Clearing House's costs, incurred from GTS, Huberator and/or Fluxys Belgium, allocated to Clearing Members as a result of Buyers' and Sellers' failed deliveries.

Credit Notes are issued to Buyers up to the contract value of the failed delivery, dependent on the value received by the Clearing House from GTS, Huberator and/or Fluxys Belgium. In the event that the value received by the Clearing House is in excess of the contract value, any such excess will be passed on to ICE Endex Continental.

The Clearing House's costs are allocated *pro rata* to those Clearing Members whose failed deliveries have caused the Clearing House's net costs or charges arising from the balancing regime under the TSC.

9. DELIVERY DOCUMENTATION SUMMARY

Reports produced by the Clearing House are made available to Buyers and Sellers electronically.

<u>Name of Delivery Document</u>	<u>Explanation</u>	<u>Timing</u>
<u>Trade Register</u>	<u>This report provides a daily register of all new trades by Transferee/Transferor.</u>	<u>By 20:00</u>
<u>Daily Summary Report</u>	<u>This report summarises on a daily basis the Trade Nomination status and the associated margin flows of delivery obligations by Transferee/Transferor.</u>	<u>By 20:00</u>
<u>Daily Detail Report</u>	<u>This report summarises on a daily basis the Trade Nomination status of delivery obligations by Transferee/Transferor.</u>	<u>By 20:00</u>
<u>Daily Cashflow Summary Report</u>	<u>This summarises the total debits and credits by payment type and Transferee and Transferor.</u>	<u>By 20:00</u>
<u>TTF Natural Gas Spot Contract: Blanket Transferee Form and Belgian Natural Gas Spot Contract: Blanket Transferee Form</u>	<u>Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Days arising from trading activity on ICE</u>	<u>Before trading is permitted on ICE Endex Continental.</u>

~~DELIVERY PROCEDURES: ICE ENDEX DUTCH POWER BASE LOAD FUTURES, ICE ENDEX DUTCH POWER BASE LOAD WEEK FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (7-23) FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (8-20) FUTURES~~
DELIVERY PROCEDURES: ICE ENDEX CONTINENTAL NATURAL GAS SPOT CONTRACT

	<u>Endex Continental.</u>	
<u>TTF Natural Gas Spot Contract; Blanket Transferor Form and Belgian Natural Gas Spot Contract; Blanket Transferor Form</u>	<u>Where applicable, the Seller must ensure that this form is submitted by the Transferor. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days arising from trading activity on ICE Endex Continental.</u>	<u>Before trading is permitted on ICE Endex Continental.</u>
<u>TTF Natural Gas Spot Contract or Belgian Natural Gas Spot Contract Invoice and Account Sale</u>	<u>The report gives Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; delivery period; contracted kWh; actual delivered (matched) kWh; value of Natural Gas; and a summary of the Invoice and Account Sale.</u>	<u>By 10:00 on the day following the Invoice Period.</u>
<u>Invoice Report and Credit Note Report: Failed Deliveries</u>	<u>The report gives Buyers and Sellers with failed deliveries details of Clearing Member mnemonic; Clearing Member account; contract; delivery period; amount of failed delivery long (kWh); amount of failed delivery short (kWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.</u>	<u>M+10 at 10:00.</u>

[PART K:](#) ~~PART I:~~ ICE ENDEX DUTCH POWER FUTURES: ICE ENDEX DUTCH POWER BASE LOAD FUTURES; ICE ENDEX DUTCH POWER BASE LOAD WEEK FUTURES; ICE ENDEX DUTCH POWER PEAK LOAD (7-23) FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (8-20) FUTURES

1. DEFINITIONS

1.1 The following definitions apply to this part of the Delivery Procedures:

- (a) The term “**Balance Responsible Party**” or “**BRP**” means a market party (*programma verantwoordelijke partij*) that is recognised as, and is permitted to exercise, Programme Responsibility by TenneT.
- (b) References to “**D+**” or “**D-**” relate to, in the case of “**D+**”, the number of Business Days immediately after, and in the case of “**D-**” the number of Business Days immediately before, the day on which the Delivery Day specified in the Electricity Contract commences.
- (c) The term “**Delivery Day**” means:
 - (i) *in respect of an ICE Endex Dutch Power Base Load Futures*, the period beginning at 00:00 hours on a day in respect of an ICE Endex Dutch Base Load Futures is due to become effective, and the transfer from one Energy Account to the other Energy Account is due to be made under that ICE Endex Dutch Base Load Futures in accordance with the terms of the ICE Endex Rules and the Rules, and ending at 00:00 hours on the following day (irrespective of whether this encompasses 23, 24 or 25 sequential hours); or
 - (ii) *in respect of an ICE Endex Dutch Power Base Load Week Futures*, the period beginning at 00:00 hours on a day in respect of an ICE Endex Dutch Base Load Week Futures is due to become effective, and the transfer from one Energy Account to the other Energy Account is due to be made under that ICE Endex Dutch Base Load Week Futures in accordance with the terms of the ICE Endex Rules and the Rules, and ending at 00:00 hours on the following day (irrespective of whether this encompasses 23, 24 or 25 sequential hours); or
 - (iii) *in respect of an ICE Endex Dutch Power Peak Load (8-20) Futures*, the period beginning at 08:00 hours on a weekday in respect of an ICE Endex Dutch Power Peak Load (8-20) Futures is due to become effective, and the transfer from one Energy Account to the other Energy Account is due to be made under that ICE Endex Dutch Power Peak Load (8-20) Futures in accordance with the terms of the ICE Endex Rules and the Rules, and ending at 20:00 hours on the same day; or
 - (iv) *in respect of an ICE Endex Dutch Power Peak Load (7-23) Futures* the period beginning at 07:00 hours on a weekday in respect of an ICE Endex Dutch Power Peak Load (7-23) Futures is due to become effective, and the transfer from one Energy Account to the other Energy Account is due to be made under that ICE Endex Dutch Power Peak Load (7-23) Futures in accordance with the terms of the ICE Endex Rules and the Rules, and ending at 23:00 hours on the same day.
- (d) The term “**Delivery Month**” means:
 - (i) *in respect of an ICE Endex Dutch Power Base Load Futures*: The number of days in a “Month Contract” based on the number of days in a Gregorian Calendar month period.

PART L: ~~PART J:~~ ICE ENDEX BELGIUM POWER BASE LOAD FUTURES CONTRACT (“ICE ENDEX BELGIAN POWER BASE LOAD FUTURES”)

1. DEFINITIONS

1.1 The following definitions apply to this part of the Delivery Procedures:

- (a) The term “**ARPC**” or “**Access Responsible Party Contract**” means the standard form contract designated by Elia as the balancing and settlement code and entered into by Elia and each ARP, as modified from time to time in accordance with the terms of Elia’s transmission licence, and the balancing and settlement code procedures made pursuant thereto.
- (b) The term “**ARP**” or “**Access Responsible Party**” means a party who has executed an ARPC and is a natural person or legal entity listed in the register of Access Responsible Parties maintained by Elia.
- (c) References to “**D+**” or “**D-**” relate to, in the case of “**D+**”, the number of Business Days immediately after, and in the case of “**D-**” the number of Business Days immediately before, the day on which the Delivery Day specified in the Electricity Contract commences.
- (d) The term “**Delivery Day**” means the period beginning at 00:00 hours on a day in respect of an ICE Endex Belgian Base Load Futures is due to become effective, and the transfer from one Energy Account to the other Energy Account is due to be made under that ICE Endex Belgian Base Load Futures in accordance with the terms of the ICE Endex Rules and the Rules, and ending at 00:00 hours on the following day (irrespective of whether this encompasses 23, 24 or 25 sequential hours):
- (e) The term “**Delivery Month**” means the number of days in a “Month Contract” based on the number of days in a Gregorian Calendar month period:
- (f) The term “**Delivery Period**” means the Settlement Period for the relevant Contract.
- (g) The term “**Electricity**” means the term as defined in the ARPC as ‘Active Power’.
- (h) The term “**Electricity Contract**” means an ICE Endex Belgium Power Base Load Futures Contract made pursuant to the ICE Endex Rules for delivery of Electricity for every Settlement Period during the period specified in the ICE Endex Rules.
- (i) The term “**Elia**” means Elia System Operator N.V./S.A, the Belgian transmission system operator of the Belgian electricity grid and any successor operator.
- (j) The term “**Elia Rules**” means the published rules and regulations of Elia as amended from time to time (including the terms and conditions set out in the ARPC).
- (k) The term “**Energy Account**” means an account established and operated by Elia in respect of an ARP which is used by the parties and the Clearing House to effect settlement of Electricity Contracts.
- (l) The term “**Energy Contract Volume**” means, for each Settlement Period of a Delivery Day and an Energy Account, a volume of Electricity calculated by the Clearing House and notified to the Clearing Member and (if applicable) the Transferor/Transferee, in respect of an Electricity Contract.
- (m) The term “**Gregorian Calendar**” means the reformed Julian calendar now in use, according to which the ordinary year consists of 365 days, and a leap year of 366 days occur in every year whose number is exactly divisible by 4 except centenary years whose numbers are not exactly divisible by 400.

~~PART M:~~ **PART K: ICE ENDEX GERMAN POWER FUTURES**

1. DEFINITIONS

1.1 The following definitions apply to this part of the Delivery Procedures:

- (a) The term “**Balancing Group Contract**” means the standardised contract in relation to the management of balancing groups (including any agreements relating thereto) entered into between a BRP and a TSO.
- (b) The term “**Balance Responsible Party**” or “**BRP**” means the Clearing House, the Clearing Member or (if applicable) the Transferor/Transferee acting in such capacity under a Balancing Group Contract.
- (c) References to “**D+**” or “**D-**” relate to, in the case of “**D+**”, the number of Business Days as defined in the Rules immediately after, and in the case of “**D-**” the number of Business Days immediately before, the day on which the Delivery Day specified in the German Electricity Contract commences.
- (d) The term “**Delivery Day**” means:
 - (i) *in respect of an ICE Endex German Power Base Load Futures*, the period beginning at 00:00 hours on a day in respect of when an ICE Endex German Power Base Load Futures is due to become effective, and when the transfer from one Energy Account to the other Energy Account is due to be made under that ICE Endex German Power Base Load Futures in accordance with the terms of the ICE Endex Rules and the Rules, and ending at 00:00 hours on the following day (irrespective of whether this encompasses 23, 24 or 25 sequential hours); or
 - (ii) *in respect of an ICE Endex German Power Peak Load (8-20) Futures*, the period beginning at 08:00 hours on a weekday in respect of when an ICE Endex German Power Peak Load (8-20) Futures is due to become effective, and when the transfer from one Energy Account to the other Energy Account is due to be made under that ICE Endex German Power Peak Load (8-20) Futures in accordance with the terms of the ICE Endex Rules and the Rules, and ending at 20:00 hours on the same day.
- (e) The term “**Delivery Month**” means:
 - (i) *in respect of an ICE Endex German Power Base Load Futures*: The number of days in a “month contract” based on the number of days in a Gregorian Calendar month period.
 - (ii) *in respect of an ICE Endex German Power Peak Load (8-20) Futures*: The number of week days (Monday to Friday) in a “month contract” based on the number of days in a Gregorian Calendar month period.
- (f) The term “**Delivery Period**” means the Settlement Period for the relevant Contract.
- (g) The term “**German Energy Law**” means the German Energy Industry Act (*Energiewirtschaftsgesetz*) and its accompanying ordinances (*Rechtsverordnungen*), especially the German Electricity Grid Access Ordinance (*Stromnetzzugangsverordnung*), each as amended from time to time.
- (h) The term “**German Electricity Contract**” means an ICE Endex German Power Base Load Future or an ICE Endex German Power Peak Load (8-20) Futures made pursuant to the ICE Endex Rules.

PART N: ~~PART L:~~ ICE DELIVERABLE US EMISSIONS CONTRACTS

1. APPLICABILITY AND DEFINITIONS

1.1 This Part ~~L~~N applies to all ICE OTC Contracts and ICE Futures US Contracts for which physical delivery is specified as being 'Applicable' in the relevant Contract Terms and which go to physical delivery on the expiry date. Such ICE OTC Contracts and ICE Futures US Contracts are referred to in this part as "**ICE Deliverable US Emissions Contracts**".

1.2 The following additional definitions apply to this part of the Delivery Procedures:

(a) "**Allowance**" means an instrument, certificate, permit, asset, security, right, contract or allowance that is designated as a deliverable instrument for an ICE Deliverable US Emissions Contract in the relevant Contract Terms.

(b) "**Registry**" means a registry, custodian, depository or other system used for physical delivery of Allowances pursuant to an ICE Deliverable US Emissions Contracts that is approved by the Clearing House for purposes of physical delivery for the particular ICE Deliverable US Emissions Contract Set in question. The Registry for a particular ICE Deliverable US Emissions Contract Set may be specified in the Contract Terms.

(c) "**Registry Operator**" means the operator of a Registry.

2. DELIVERY SPECIFICATION

2.1 Delivery

Deliveries pursuant to ICE Deliverable US Emissions Contracts are effected by the transfer of required Allowances directly from a Transferor (nominated by the Seller, which may be the Seller itself) to a Transferee (nominated by the Buyer, which may be the Buyer itself) through a Registry. Rule 703(d) applies to such deliveries.

2.2 Quantity

Quantities are as required under the relevant Contract Terms.

2.3 Price

The price at which the Contract is delivered is the relevant Market Delivery Settlement Price (MDSP) for the Contract Set on expiry.

2.4 Cessation of Trading

Contracts cease trading on the last trading day, as defined in the Contract Terms.

2.5 Exchange for Physicals (EFPs) and Exchange for Swaps (EFSs)

EFPs and EFSs may be made only in accordance with either ICE OTC Participant Agreements and applicable procedures of the ICE OTC Operator or the ICE Futures US Rules (as applicable).

3. LIABILITY

3.1 The provisions of this paragraph 3 are without prejudice to the generality of, and subject to, the provisions of the Rules relating to liability and apply in addition to the general requirements of these Delivery Procedures.

DELIVERY PROCEDURES: ICE DELIVERABLE US EMISSIONS CONTRACTS

3.2 None of the Clearing House, the ICE OTC Operator nor ICE Futures US is responsible for, and none of them shall have any liability whatsoever as a result of, the performance or non-performance of any Registry or Registry Operator. Neither the Buyer nor the Seller, their Transferees or Transferors, shall have any claim against the Clearing House for any loss, cost, damage or expense incurred or suffered as a result of the condition or operation of any Registry or the performance or non-performance of any Registry Operator. This provision is without prejudice to the Clearing House’s liability under Contracts.

3.3 None of the Clearing House, ICE Futures US nor the ICE OTC Operator makes any representation regarding the authenticity, validity or accuracy of any delivery tender notice, description of a registry, market tracking system or any other registry instructions, confirmation of transfer or any other notice, document, file, record or instrument used or delivered pursuant to the Rules and Procedures or pursuant to the procedures of any Registry.

4. DELIVERY CONTRACT SECURITY AND CONTRACT VALUE

4.1 At end-of-day on the relevant Position Day for the Contract Set, the Clearing House will call for the full contract value of the Contract from the Buyer, such amount to be paid in accordance with the Finance Procedures.

4.2 At end-of-business on the last trading day, the Clearing House will call for delivery Margin (Seller’s Security) from the Seller, such amount to be paid in accordance with the Finance Procedures. The Clearing House will retain the Seller’s Security until such time as the full contract value is released to the Seller under the table in paragraph 5.

5. DELIVERY TIMETABLE AND OBLIGATIONS

Delivery under an ICE Deliverable US Emissions Contract is based on Open Contract Positions after expiration of the relevant Contract Set. Delivery is a three Business Day process consisting of three consecutive days which must be Business Days: the Position Day, Notice Day and Delivery Day. However, payments may take place after the end of the Delivery Day, as provided in the table below and the Finance Procedures.

5.1 All times in this Part ~~L~~N are to U.S. Central Time.

5.2 Use of relevant registry

(a) Clearing Members and their Transferors or Transferees must have established accounts in the relevant Registry for the ICE Deliverable US Emissions Contract in question.

		First Business Day following expiration of the Contract Set
Position Day	By 10:00	Clearing Members must report their Long Open Contract Positions and tender delivery notices to the Clearing House. Clearing Members must report to their Long futures positions and tender delivery notices to the Clearing House by sending a “Delivery Position Reporting” form.
	There after	Following receipt of all such required forms from Clearing Members in respect of a particular Set, the Clearing House will make appropriate delivery assignments, matching Clearing Members that are Buyers to Clearing Members that are Sellers for the purposes of them making delivery to one another for purposes of Rule 703(d). Clearing House calls Buyer for full contract value.

DELIVERY PROCEDURES: FINANCIALS & SOFTS COCOA CONTRACTS

PART O: ~~PART M:~~ FINANCIALS & SOFTS COCOA CONTRACTS

1. **DELIVERY SPECIFICATION**

1.1 **Quality**

Cocoa shall be delivered of a growth and quality as specified in the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.2 **Price**

The price at which the Cocoa is delivered is the Market Delivery Settlement Price on the Business Day immediately preceding the day of tender, adjusted in accordance with the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.3 **Scope**

Cocoa shall be delivered from a nominated warehouse as defined in the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.4 **Cessation of Trading**

Cocoa delivery months cease trading on the last trading day, as specified in the Contract Terms, which unless specified otherwise in the Market Rules is at 12:00, eleven Business Days prior to the last Business Day of the delivery month. Sellers' Tenders must be submitted by 10:00 the following day (the "Notice Day").

PART P: ~~**PART N:**~~ FINANCIALS & SOFTS COFFEE CONTRACTS

1. DELIVERY SPECIFICATION

1.1 Quality

Coffee shall be delivered of a growth and quality as specified in the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.2 Price

The price at which the Cocoa is delivered is the Market Delivery Settlement Price on the Business Day immediately preceding the day of Tender, adjusted in accordance with the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.3 Scope

Coffee shall be delivered from a nominated warehouse as defined in the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.4 Cessation of Trading

Coffee delivery months cease trading on the last trading day, as specified in the Contract Terms, which unless specified otherwise in the Market Rules is at approximately 12:30 on the last Business Day of the delivery month. Sellers' Tenders may be submitted by 12:00 on any Business Day during the delivery month (excluding the last trading day when the Tender must be submitted by 14:30).

PART Q: ~~PART Q:~~ FINANCIALS & SOFTS WHITE SUGAR CONTRACTS

1. DELIVERY SPECIFICATION

1.1 Quality

White sugar shall be delivered of an origin and quality as specified in the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.2 Price

The price at which the white sugar contracts are delivered for a particular delivery month is the Market Delivery Settlement Price as calculated by LIFFE or ICE Futures Europe, as applicable, on the Last Trading Day, as defined in the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.3 Scope

White sugar contracts are for the sale and delivery of white beet or cane crystal sugar or refined sugar, in bags, of any origin of the crop current at the time of delivery, conforming to the specifications set out in the LIFFE Rules or the ICE Futures Europe Rules, as applicable. Delivery is permissible on a day in the period between the first day of the delivery month and the last day of the succeeding month.

Delivered white sugar must, inter alia, be free of all liens and claims of any kind.

1.4 Cessation of Trading

White sugar delivery months cease trading on the last trading day, as specified in the Contract Terms, which unless specified otherwise in the Market Rules is at 18:30, sixteen calendar days preceding the first day of the delivery month (or, if not a Business Day, then the first Business Day immediately preceding).

1.5 Taking White Sugar “Off the Market”

If Clearing Members opt for alternative delivery procedures, notification must be made via Guardian (or any successor system).

PART R: ~~PART P:~~ FINANCIALS & SOFTS WHEAT CONTRACTS

1. DELIVERY SPECIFICATION

1.1 Quality

Wheat shall be delivered of an EC origin and of a standard as specified in the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.2 Price

The price at which the wheat is delivered is the Market Delivery Settlement Price on the Business Day immediately preceding the day of tender, adjusted in accordance with the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.3 Scope

Wheat shall be delivered from a registered store as defined in the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

1.4 First Tender day and Cessation of Trading

The normal first tender day is:

- (i) For January - the second Business Day after Christmas day; and
- (ii) For other delivery months - the seventh day prior to the first Business Day of the delivery month. If this is not a Business Day the next Business Day becomes the first tender day.

Wheat delivery months (with the exception of the July delivery month) normally cease trading on the last trading day, as specified in the relevant Contract Terms, which unless specified otherwise in the Market Rules is at 12:30 on the 23rd day of the delivery month. The July delivery month normally ceases trading at 12:30 on the 7th calendar day of July. If this is not a Business Day, trading ceases on the previous Business Day.

Sellers may tender from 10:30 on the first tender day up to 14:00 on the last trading day.

PART S: ~~PART Q:~~ FINANCIALS & SOFTS DELIVERIES

1. FINANCIALS & SOFTS DELIVERIES

1.1 Introduction

These Delivery Procedures should be read in conjunction with the rest of the Rules, the Contract Terms Procedures and the UCP (or any successor system) User Manual.

Clearing Members must be fully aware of their obligations under the relevant contracts.

In the event of any conflict between the Clearing Rules and the Contract Terms Procedures, the Clearing House Rules shall prevail.

Enquiries concerning the procedures in this Part ~~Q~~S should be directed to Business Operations staff at the Clearing House.

PART T: ~~PART R:~~ FINANCIALS & SOFTS COMMON DELIVERY PROCEDURES

1. COMMON DELIVERY PROCEDURES FOR FINANCIALS & SOFTS CONTRACTS

1.1 Allocation Method

For all deliverable bond contracts the following method is used by the Clearing House to allocate stock delivered by Sellers to Buyers:

- (a) Buyers' accounts are listed in mnemonic sequence and numbered sequentially
- (b) a number is chosen at random
- (c) the allocation of the lowest coupon bond commences with the selected mnemonic and progresses through the list referred to in (a) above
- (d) when no further allocation of the lowest coupon bond can be made, the allocation continues with the next lowest coupon bond and so on, until the process is completed with the allocation of the highest coupon bond.

If bonds of equal coupon but with different maturity dates have been nominated then the bond with the earliest maturity will be allocated first.

1.2 Clearing Accounts

Pursuant to Part 7 of the Rules, Clearing Members' Proprietary Accounts and Customer Accounts are treated separately for deliveries. Clearing Members must submit separate notifications (*Seller's Delivery Notices*, etc) to the Clearing House for each such account.

1.3 Market Delivery Settlement Prices (MDSP)

LIFFE or ICE Futures Europe, as applicable, sets a Market Delivery Settlement Price for bond deliveries as determined pursuant to the relevant Contract Terms and LIFFE Rules or ICE Futures Europe Rules, as applicable. This is published on UCP (or any successor system) as soon as possible after it has been set.

1.4 Delivery Details for Bond Deliveries

Clearing Members submit and receive these details electronically via Guardian (or any successor system), the content of the electronic message will vary depending on the contract being delivered.

1.5 Seller's Delivery Notice

Sellers must submit a Delivery Notice via Guardian (or any successor system). The Seller must provide all relevant information as required by Guardian (or any successor system) and the Clearing House.

1.6 Buyer Notifications

Buyers must submit a Buyer Notification via Guardian (or any successor system). The Buyer must provide all relevant information as required by Guardian (or any successor system) and the Clearing House.

1.7 Delivery Account Sales for Sellers

The Delivery Account Sale informs Sellers of the details of the invoice amount payable by the Clearing House.

PART U: ~~PART S:~~ FINANCIALS & SOFTS GILT CONTRACTS

1. GILT CONTRACTS

The following applies to each of the Financials & Softs Long, Medium and Short gilts contracts. These kinds of Financials & Softs Contract differ only in their maturity dates.

1.1 Delivery Mechanism

Financials & Softs gilt contracts must be delivered through the Clearing House’s account at CREST. The Clearing House CREST account name is ICE Clear Europe Limited.

1.2 Delivery Communication and Guardian (or any successor system)

Delivery documentation must be submitted using Guardian (or any successor system). Clearing Members must always ensure they allow sufficient time to connect and transmit their delivery details within the deadlines prescribed in these Delivery Procedures. Failure to do so will result in late delivery and therefore may be subject to disciplinary action by LIFFE or ICE Futures Europe, as applicable, or the Clearing House.

1.3 Invoice Value Calculation

The amount due to Sellers and payable by Buyers is calculated in accordance with the relevant Contract Terms (all values in GBP):

Invoice value per lot = (1000 x MDSP x Price Factor) + Initial Accrued + (Daily Accrued x Delivery Days in Month)

Invoice Calculation Example

MDSP(N)	=	107.41
Prime Factor	=	1.2554334
Initial Accrued	=	1746.58
Daily Accrued	=	17.1233
Delivery Days in Month	=	10
Single lot value =	=	(100 x 107.41 x 1.2554334) + 1746.58 + (17.1233x10)
	=	136,763.914494
Invoice value per lot	=	136,763.91

The Clearing House establishes the invoicing amount by calculating the full value of 1 lot using the formula (i.e. up to 7 decimal places on the price factor and 5 on the MDSP) and rounding to the nearest whole penny (.5 rounded down). This per lot value is then multiplied by the number of lots to establish the total invoice value.

1.4 Deliverable Bonds

A Deliverable Bond is a bond which is listed on the final list of deliverable bonds for a delivery month as defined in the relevant Contract Terms. This list is published by LIFFE or ICE Futures Europe, as applicable, and is available to download from Guardian (or any successor system).

1.5 Delivery Day Definition

The First and Last Notice Day, and Delivery Days, are defined in the relevant Contract Terms and the LIFFE Rules or the ICE Futures Europe Rules, as applicable.

PART V: ~~PART F:~~ FINANCIALS & SOFTS JAPANESE GOVERNMENT BOND CONTRACTS

1. JAPANESE GOVERNMENT BOND (JGB)

1.1 Cash Settlement Procedure

The Japanese Government Bond (JGB) is cash settled daily by means of settlement margin. Cash settlement is calculated using the Tokyo Stock Financials & Softs (TSE) opening price versus the trade price.

As no open interest is carried forward, ordinarily Original Margin is not charged.

1.2 Absence of TSE Opening Price

In the case of a TSE non-working day (or when a TSE opening price is otherwise unavailable) positions are original and variation margined using the closing price established on LIFFE's APT or ICE Futures Europe's automated trading system, as applicable. This will generate an interim variation margin as opposed to a cash settlement. Original Margin will be charged on net uncovered positions.

This process will be repeated until the next TSE opening price is available, at which stage all positions are cash settled and Original Margins returned.

PART W: ~~PART U: EURO-DENOMINATED GOVERNMENT BOND CONTRACTS~~ EURO-DENOMINATED GOVERNMENT BOND CONTRACTS

1. EURO-DENOMINATED GOVERNMENT BOND CONTRACTS

The following applies to each Euro-denominated government bond ("EDGB") Contract.

1.1 Delivery Mechanism

EDGB Contracts must be delivered through the Clearing House's account at Euroclear NV/SA or Clearstream Banking AG (as applicable) (the "**Relevant Settlement System**").

1.2 Delivery Communication and Guardian

Delivery documentation must be submitted using Guardian (or any successor system). Clearing Members must always ensure they allow sufficient time to connect and transmit their delivery details within the deadlines prescribed in these Delivery Procedures. Failure to do so will result in late delivery and therefore may be subject to disciplinary action by ICE Futures Europe or the Clearing House.

1.3 Invoice Value Calculation

The amount due to Sellers and payable by Buyers is calculated in accordance with the relevant Contract Terms (all values in EUR):

Invoice value per lot = (1000 x EDSP x Price Factor) + Accrued Interest

The Clearing House establishes the invoicing amount by calculating the full value of 1 lot using the formula (*i.e.* up to 7 decimal places on the price factor and 5 on the EDSP) and rounding to the nearest whole eurocent (€ 0.005 rounded down). This per lot value is then multiplied by the number of lots to establish the total invoice value.

1.4 Deliverable Bonds

A Deliverable Bond is a bond which is listed on the final list of deliverable bonds for a delivery month as defined in the relevant Contract Terms. This list is published by ICE Futures Europe and is available to download from Guardian (or any successor system).

1.5 Delivery Day Definition

The Delivery Day and Last Trading Day are defined in the relevant Contract Terms and the ICE Futures Europe Rules.

1.6 Last Trading Day

Clearing Members are obliged to deliver or take delivery in respect of their total gross EDGB Contract position remaining open after the close of trading in the EDGB Contract delivery month on the Last Trading Day and must ensure that their gross position (open buying and selling EDGB Contracts) registered with the Clearing House or submitted to the Clearing House for registration allows such delivery.

1.7 Effecting Delivery

The Clearing House may effect delivery under an EDGB Contract by dividing and/or amending the notional amount of the underlying bond and/or the EDSP, provided that the amount calculated as the aggregate notional amount multiplied by the EDSP for the affected EDGB Contract remains the same.

1.8 Delivery Timetable

PART X: ~~**PART V**~~ Swiss Confederation Bond Contracts**1. SWISS CONFEDERATION BOND CONTRACTS**

The following applies to each Swiss Confederation Bond ("CONF") Contract.

1.1 Delivery Mechanism

CONF Contracts must be delivered through the Clearing House's account at SIX SIS AG (the "**Relevant Settlement System**").

1.2 Delivery Communication and Guardian

Delivery documentation must be submitted using Guardian (or any successor system). Clearing Members must always ensure they allow sufficient time to connect and transmit their delivery details within the deadlines prescribed in these Delivery Procedures. Failure to do so will result in late delivery and therefore may be subject to disciplinary action by ICE Futures Europe or the Clearing House.

1.3 Invoice Value Calculation

The amount due to Sellers and payable by Buyers is calculated in accordance with the relevant Contract Terms (all values in CHF):

Invoice value per lot = (1000 x EDSP x Price Factor) + Accrued Interest

The Clearing House establishes the invoicing amount by calculating the full value of 1 lot using the formula (*i.e.* up to 7 decimal places on the price factor and 5 on the EDSP) and rounding to the nearest whole cent (CHF0.005 rounded down). This per lot value is then multiplied by the number of lots to establish the total invoice value.

1.4 Deliverable Bonds

A Deliverable Bond is a bond which is listed on the final list of deliverable bonds for a delivery month as defined in the relevant Contract Terms. This list is published by ICE Futures Europe and is available to download from Guardian (or any successor system).

1.5 Delivery Day Definition

The Delivery Day and Last Trading Day are defined in the relevant Contract Terms and the ICE Futures Europe Rules.

1.6 Last Trading Day

Clearing Members are obliged to deliver or take delivery in respect of their total gross CONF Contract position remaining open after the close of trading in the CONF Contract delivery month on the Last Trading Day and must ensure that their gross position (open buying and selling CONF Contracts) registered with the Clearing House or submitted to the Clearing House for registration allows such delivery.

1.7 Effecting Delivery

The Clearing House may effect delivery under an CONF Contract by dividing and/or amending the notional amount of the underlying bond and/or the EDSP, provided that the amount calculated as the aggregate notional amount multiplied by the EDSP for the affected CONF Contract remains the same.

1.8 Delivery Timetable

PART Y: ~~**PART W: DEBT EVENTS**~~ **DEBT EVENTS**

The provisions of this Part ~~W~~Y shall apply to all government bond Contracts.

1. DEBT EVENTS**1.1 The Clearing House shall not be responsible for any act with regard to any debt event relating to any underlying or Deliverable of any bond other than set out below.**

For the purposes of these Delivery Procedures, the term 'debt event' is used to refer to: (i) cash claims in relation to an underlying Contract (for example a coupon payment, redemption or a cash obligation arising from a fractional entitlement (a "**Cash Claim**")); (ii) the issuance of Deliverables and/or Investments to a bondholder (*e.g.* by way of payment in kind) (a "**Distribution**"); or (iii) a transformation of the underlying (for example pursuant to a currency redenomination or debt-restructuring of the issuer) (a "**Transformation**").

Where a Transformation occurs, notwithstanding whether the relevant record or reference date and time occurs prior to or after the expiry of a Contract, the Clearing House may, in relation to affected Contracts, amend the notional amount or currency of the underlying bond and/or the EDSP in respect of a Set subject to delivery obligations. Without prejudice to the preceding sentence, amendments to the notional amount deliverable (or the currency of such notional amount) under an Contract or the underlying bonds to be delivered in relation thereto arising as a result of a debt event where the relevant record or reference date or time is on or after the expiry of such contract shall generally be determined by the Clearing House in accordance with these Delivery Procedures.

While the Clearing House will use reasonable efforts to carry out the steps set out below, it shall have no liability for any loss or damage arising out of or connected with any action or inaction on its part or on its behalf in connection with any debt event.

The Clearing House shall not be obliged to provide or forward any information, or deliver any notice, document or instruction received by it, or of which it is aware, relating to or in connection with any debt event, to any Clearing Member.

In the event that a Clearing Member fails to take delivery of a Deliverable by the final date for delivery of such Deliverable, due to insufficient funds, failure to match, by not allowing transactions to settle because of priority settings or for any other reason, the Clearing House may charge to that Clearing Member any costs incurred by the Clearing House or of which it is aware as a result thereof. Such charges will be debited to the Clearing Member's relevant Account.

Although Clearing Members are not permitted to delete claims in the relevant settlement system, the Clearing House may, in its discretion at any time, agree with a Clearing Member to give effect to a debt event claim processed outside the relevant settlement system. In such circumstances, and always subject to the Clearing House's prior approval, the Clearing Member concerned may, in accordance with the Clearing House's instructions, thereafter delete the claim within the relevant settlement system and the Clearing House will seek to facilitate settlement through the Clearing House's systems. Without limiting the Clearing House's discretion in this regard, Clearing Members are advised that generally this is only likely to occur when there are, in the Clearing House's opinion, circumstances that would be likely to prevent settlement in the relevant settlement system.

1.2 Elective Debt Events

Neither the Clearing House nor any Seller is under any obligation to accept any instructions from a Buyer in relation to any debt event requiring an election to be made, where such election would occur after the expiry date but prior to the date of settlement, unless the Buyer notifies the Clearing House of a request to make an election prior to 11 a.m. on the day before the relevant deadline set by the relevant issuer of the Deliverable for such election (or such other deadline as the Clearing House may specify). If the Clearing

PART Z: ~~PART X:~~ FINANCIALS & SOFTS EQUITY FUTURES/OPTIONS

1. PHYSICALLY DELIVERED EQUITY FUTURES/OPTIONS, AND STOCK CONTINGENT TRADES DELIVERY PROCEDURES

1.1 Introduction

For the purposes of these Delivery Procedures any reference to Equity Futures/Options Contracts means the following Financials & Softs physically delivered Contracts:

- (i) Universal Stock Futures;
- (ii) Individual Equity Options; and
- (iii) Contracts arising from Bclear.

1.2 Delivery System

Physical deliveries resulting from Financials & Softs Equity Futures/Options Contracts and stock contingent trades are made through CREST for UK and Irish securities, the Euroclear Group Single Platform (“**EGSP**”) for French, German, Netherlands and Switzerland securities and Euroclear for all other securities.

All deliveries resulting from Financials & Softs Equity Futures/Options Contracts must be made gross because netting is not available.

1.3 Clearing House Settlement Details

Settlement details for the Clearing House will be as notified to Clearing Members.

1.4 Deliverable Equities

A “deliverable equity” means the equity underlying an Equity Future or Option Contract, published (from time to time) by means of a Financials & Softs General Notice or by other means determined by LIFFE or ICE Futures Europe, as applicable.

If an “equity underlying” is subject to a corporate event, the deliverable security may become a combination of shares and entitlements. Should such a corporate event occur, Clearing Members will be advised of the settlement details by the issue of a ‘Corporate Action Notice’ or by other means determined by LIFFE or ICE Futures Europe, as applicable. See Section 4 on corporate events.

2. PHYSICALLY DELIVERED EQUITY DELIVERY TIMETABLES

2.1 Physically Delivered Equity Futures and Options Contracts: Summary Timetable

DAY	TIME	ACTION
	Day following the Day of Early Exercise or Expiry	
Exercise day + 1	By 07:00	Summary Clearing Member Delivery Details Report (MDD) available on UCP (or any successor system). Clearing Members must establish their delivery obligations by reference to the Clearing Member Delivery Details Report (MDD) and the MPFE report.

(I) CLEARING PROCEDURES

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1. SYSTEMS

- 1.1 The Clearing House's primary systems, to which Clearing Members and Sponsored Principals require interfaces, consist of:
- (a) Post-trade administration/clearing and settlement processing: ICE clearing systems including ECS, PTMS and ACT and, for Financials & Softs Contracts, Guardian (or any successor system) and UCP (or any successor system) (the "ICE Post Trade and Clearing Systems" or the "ICE Systems");
 - (b) Risk management: the ICE Systems and SPAN®;
 - (c) Banking: ECS;
 - (d) Deliveries: ICE in-house system and, for Financials & Softs Contracts, Guardian (or any successor system) and UCP (or any successor system); ~~and~~
 - (e) Billing: ICE in-house system; ~~and~~
 - (f) Reporting and data file downloads: Managed File Transfer Service ("MFT").
- 1.2 These Clearing Procedures deal primarily with matters relating to post-trade administration, clearing and settlement and risk management. Details relating to finance and deliveries are set out in the Finance Procedures and Delivery Procedures respectively.
- 1.3 Clearing Members should immediately inform the Clearing House of any event, system-related or otherwise, that would prevent them from operating timely and accurately on the Markets cleared by the Clearing House. Clearing Members must, at all times, ensure that they are able to continuously monitor communication facilities for receipt of communications from the Clearing House.
- 1.4 Paragraphs 1, 2.1, 2.2, 2.5, 4 and 5 of these Clearing Procedures apply to Sponsored Principals in the same way as they apply to Clearing Members, subject to Part 19 of the Rules. Other paragraphs of these Clearing Procedures are subject to specific provisions in respect of Sponsored Principals and Sponsors and Individually Segregated Sponsored Accounts.
- 1.5 These Clearing Procedures are "Procedures" as defined in the ICE Clear Europe rules (the "Rules") and are subject to the Rules, including, without limitation, Rule 102. Subject to paragraph 1.6 to 1.11 below, these Clearing Procedures, and all non-contractual obligations arising out of or in connection with them, are governed by and shall be construed in accordance with English law and any Dispute under these Clearing Procedures will be subject to arbitration under Rule 117.
- 1.6 Solely as between an FCM/BD Clearing Member and the Clearing House, paragraphs 3, 4 and 6 of these Clearing Procedures inasmuch as they relate solely to an issue or matter concerning:
- (a) the pledging, transfer, holding, use and segregation of Pledged Collateral provided by an FCM/BD Clearing Member (or other property, excluding for the avoidance of doubt the Contracts themselves recorded in such an Account, recorded in a Customer Account or Proprietary Account that is designated as an account in respect of which Pledged Collateral may be provided by an FCM/BD Clearing Member); and/or
 - (b) the application of any net sum owed in favour of the FCM/BD Clearing Member in respect of a Customer Account or Proprietary Account that is designated as an account in respect of which Pledged Collateral may be provided,

and, solely to the extent relevant to interpreting the foregoing provisions in such circumstances, relevant definitions and interpretative provisions in paragraph 1 of these Clearing Procedures (such provisions,

Customer Bank Account or Nominated Proprietary Bank Account of each Clearing Member as set out in the Finance Procedures.

4.4 Options Premium

- (a) The Clearing House clears two types of Options, both of which are types of F&O Contracts, with different margining methodology, “**Premium Up-Front**” and “**Future-Style**”.
- (b) Future-Style Options (e.g. Brent) are marked to market and subject to Variation Margin calls daily in the same way as for Future Contracts.
- (c) Premium Up-Front Options (e.g. emissions) are subject to a full premium charge or credit on the day on which the Option Contract first arises under the Rules (i.e. the day of trading) as part of the overnight margining process. After the premium has been paid, Margin is calculated on an ongoing basis with reference to the difference between the Strike Price and the relevant daily Exchange Delivery Settlement Price (net liquidating value).
- (d) Clearing Members are referred to the applicable Contract Terms for details on the premium types for the Options currently cleared by the Clearing House as well as their exercise style (discussed further in paragraph 5).

4.5 Cash Settlement

- (a) When it reaches maturity, a Contract can give rise either to cash settlement (if determined by the Contract Terms or, where permitted by the Contract Terms for F&O Contracts, if the Clearing Member opts out of the delivery via EFP) or delivery obligations.
- (b) Cash settlement for F&O Contracts entered into prior to the last day of trading, will be determined by the difference between the Exchange Delivery Settlement Price and the previous day’s Exchange Delivery Settlement Price, as determined in accordance with Part 7 of the Rules.
- (c) Cash settlement for F&O Contracts entered into on the last day of trading, will be determined by the difference between the trade price and the Exchange Delivery Settlement Price, as determined in accordance with Part 7 of the Rules.
- (d) ~~(e)~~ Details relating to deliveries for F&O Contracts are set out in the Delivery Procedures.

4.6 Contingent Variation Margin

- (a) A contingent Variation Margin amount will be calculated and called daily for Gasoil Futures Contracts under tender. This contingent Variation Margin will result from the difference between the Exchange Delivery Settlement Price for the Contract under tender and the Exchange Delivery Settlement Price for the next maturing Contract Set of otherwise equivalent specifications.
- (b) Clearing Members will not receive repayment in respect of any contingent Variation Margin in cash. However, they will be able to use any excess against Margin requirements on the Contracts in respect of which contingent Variation Margin is called and other Contracts. If contingent Variation Margin is a debit, it will be possible for Clearing Members to use assets, as permitted by these Procedures and updated by Circular, as Permitted Cover.
- (c) Contingent Variation Margin will be released:
 - (i) for the Buyer, on payment of the Buyer’s Security; and

(III) MEMBERSHIP PROCEDURES

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- 3.2 Additional Capital requirements may be imposed on particular Clearing Members pursuant to Rules 206 and 602 and on Sponsored Principals pursuant to Part 19 of the Rules.
- 3.3 As set out in the Rules, “Capital” with respect to a Non-FCM/BD Clearing Member includes “own funds”, as such term is defined in the ~~Banking Consolidation Directive (Directive 2006/48/EC)~~ [Capital Requirements Regulation \(Regulation \(EU\) No 575/2013\)](#) and applicable on a stand-alone (non-consolidated) basis and subject to the limits and deductions set out therein and, in relation to matters reserved for member states, as implemented in the United Kingdom, whether or not the relevant Clearing Member is subject to the ~~Banking Consolidation Directive~~ [Capital Requirements Regulation or the Capital Requirements Directive \(Directive 2013/36/EU\)](#) or the supervision of the FCA or PRA. For FCM/BD Clearing Members, “Capital” means its “adjusted net capital” as defined in CFTC Rule 1.17. Capital, as a general matter, includes fully-paid ordinary and preference share capital, retained reserves and, for some purposes and subject to limits, subordinated debt that is perpetual or repayable on 5-years or more notice. “**Tier 1 Capital**”, as defined in the ~~Banking Consolidation Directive~~ [Capital Requirements Regulation](#), is a subset of Capital excluding subordinated debt, among others.
- 3.4 A Clearing Member or Sponsored Principal with any doubt in relation to whether a particular balance sheet item counts as Capital or Tier 1 Capital should refer to the relevant definitions in the ~~Banking Consolidation Directive~~ [Capital Requirements Regulation](#) or CFTC Rules and raise any queries with the Clearing House.
- 3.5 The Clearing House has discretion to accept other balance sheet items or financial comfort as acceptable Capital. Clearing Members or Sponsored Principals who wish to re-structure their Capital in any of the below ways should contact the Clearing House’s membership department. Any non-standard acceptable Capital requirement is subject to assessment by the Clearing House’s risk department. The following are potential methods Clearing Members or Sponsored Principals may use to re-structure their Capital:
- (a) **Subordinated Loans:** Where a Clearing Member or Sponsored Principal uses subordinated loans not falling within the definition of “own funds” under the ~~Banking Consolidation Directive~~ [Capital Requirements Regulation](#) to meet its minimum Capital requirement, or in order to cover more than 50% of its Capital requirement, the Clearing House will require a written undertaking from the Clearing Member or Sponsored Principal and the Lender that the loan(s) will not be repaid without the prior consent of the Clearing House;
 - (b) **Irrevocable Letters of Credit:** The Clearing House may at its discretion, but in any case only up to a maximum of 50% of the minimum Capital requirement, recognise funds committed to the Clearing House under an irrevocable letter of credit from a third party issuing bank, on terms acceptable to the Clearing House, in lieu of Capital; and
 - (c) **Controller Guarantee:** The Clearing House may, at its discretion, accept a Controller Guarantee from a Controller of the Clearing Member or Sponsored Principal which Controller would, if it were a Clearing Member or Sponsored Principal, meet applicable Capital requirements without the Clearing House exercising any of its discretions. The form of Controller Guarantee must be in the form specified by the Clearing House.

4. MATTERS REQUIRING NOTIFICATION BY CLEARING MEMBERS

- 4.1 In the table below, details are provided of notifications that should be made to the Clearing House. Notifications should be made at or before the time specified, in accordance with the Rules and these Procedures and including the required contents or on the required form. If no form is referred to in the Table below, notification should be made to the Clearing House in writing.
- 4.2 In the Notification column in the table below, “R” refers to the Rules. The items marked * require formal written notification under Rule 113(c). Other matters do not require follow-up notification in

	Notification	Periodicity of Submission	Requirements and form
	R204(a)(viii) & R1207		
4.	Financial or commercial difficulty* – R204(a)(x)		
6.5.	Force Majeure Event (occurrence and cessation) – R112(b)(i) & R112(b)(vi) & Business Continuity Procedures		
7.6.	Ceasing to have sufficient Capital* – R204(a)(iii) & R206		
8.7.	Reduction of Capital by more than 10% from latest financial statement or any reduction of Capital prior to any payment, loan, distribution or redemption of Capital* – R204(a)(iv) & R204(a)(v)		
9.8.	Any “early warning” or similar matter required to be notified to a Regulatory Authority – R204(a)(xi)		
	Note: for FCA or PRA regulated Clearing Member notifications under R 204(a)(xiii) of any matter, circumstance or change of occurrence of previously furnished statements or information supplied in connection with the Clearing Member's application shall only be required if a notification is also required to the FCA or PRA under the Principles for Business in the FCA or PRA Rules - R 204(b)(ii).		
C	Changes to Contact and Company Details		
1.	Change of Legal Name*	Within three Business Days of the change	<p>Any changes to company details should be notified to the membership department by email to: Icecleareurope@theice.com and/or mailing it to the Clearing House registered address.</p> <p>Include copy of document from relevant Governmental Authority, where applicable.</p> <p>Where the change is time sensitive, this should be backed up by a telephone call via the Clearing House's helpdesk at: 020 7065 7600.</p>
2.	Change of Address (registered address, mailing/operations address or address for service in England)*		
3.	Change of contact details for firm (telephone number, fax number or website)		
4.	Change of contact	As soon as possible.	

	Notification	Periodicity of Submission	Requirements and form
	Association)		
3.	Change to regulatory or authorised status, or applicable licences * (e.g. name of the lead regulator, contact name at regulator, status, regulator's identification code/number)	Immediately	
5.4.	Change to the VAT or other tax status or VAT number*	Immediately	
6.5.	Change to the nature of the Clearing Member's business*	Immediately	
7.6.	Change to authorised signatories	As soon and as often as practicable Allow two Business Days for change to become effective	
8.7.	Change to power of attorney, appointment of any agent or Representative or other authorisation* – R202(a)(xv)	Original terms will bind the Clearing Member until not less than five business days after written notice of the change has been received.	
9.8.	Proposed Changes of control* – R204(a)(i)	As soon as possible	
10.9.	Changes of control, major (10%) shareholders or group organisational structure* – R204(a)(i)	In advance of the change. Where detailed advanced notice is impossible, where possible, the Clearing House should be contacted in advance and informed of the nature of the impending change	
11.10.	Change to internal organisational chart		
12.11.	Change to corporate authority or powers to enter into and perform the obligations of a Clearing Member	Immediately	
13.12.	Changes to memberships of futures and/or options exchanges or clearing houses*		

	Notification	Periodicity of Submission	Requirements and form
<u>13.</u>	Changes to any Delivery Facility status (e.g. status as a User under the Network Code)*		
Note: for FCA or PRA regulated Clearing Member notifications under R 204(a)(i) of any proposed change in control, notification shall only be required if a notification is also required to the FCA or PRA under the FCA or PRA Rules. In such cases, the relevant Clearing Member should provide the Clearing House contemporaneously with a copy of all submissions sent to the FCA or PRA in respect of that change of control – R 204(b)(i)			
E	Ad Hoc Legal Notifications		
<u>41.</u>	Breach of Clearing House rules – R204(a)(xii)	As soon as identified	Any changes should be notified to the membership department by email to: Iceclear@theice.com and/or mailing it to the Clearing House registered address. Where the change is time sensitive, this should be backed up by a telephone call via the Clearing House's helpdesk at: 020 7065 7600.
<u>22.</u>	Termination of Clearing Membership Agreement or of membership as a Clearing Member * – R209(a)(iii), & R209(c)(i) & R209(f)	No less than three months' advance notice, if termination is not for cause. Otherwise, as specified in and allowed pursuant to the Rules	
<u>33.</u>	Rejection upon application or expulsion from any futures and or options, securities or commodities exchange or clearing house	As soon as identified and detailing the full particulars of the breach	
<u>44.</u>	Disciplinary matters or events in any markets cleared by the Clearing House*		
<u>55.</u>	Any loss, liability, damage, injury, delay, cost or expense incurred under the terms of the Contract in relation to tender, delivery or physical settlement.* – R111(c)(xiii) (D)	Within seven Business Days of either the day on which documents must be taken up and paid for by the Buyer or the Buyer must take delivery of the Deliverable or Investment, whichever is the earlier	
<u>66.</u>	Any positions carried by another Clearing Member (Position Holder)* – R407	The Business Day following the Business Day on which a position was carried by the Position Holder	

	Notification	Periodicity of Submission	Requirements and form
77	Breach of Position Limit – R204(a)(ii) & R602(a)(i)	Immediately	
88	Event of Default or any financial or commercial difficulty giving rise to the risk of an Event of Default* – R204(a)(ix) & R204(a)(x)	Immediately	
99	Breach of Applicable Law* R204(a)(xii)	Without delay	
101	Termination by an FCM/BD Clearing Member or close out of an Open Contract Position in any class of Customer Account as a result of an Event of Default or similar event with respect to that FCM/BD Customer –R1604(b)	Through ICE Systems	
111	Any possible action, suit or proceeding against the Clearing House* – R111(d)	As soon as reasonably practicable	
112	Anything relating to the Clearing Member of which the Clearing House would reasonably expect notice, including any matter, circumstance, change or occurrence which would cause a statement previously furnished pursuant to Rule 204 or any information supplied in connection with the Clearing Member’s application for membership or otherwise to be inaccurate, incomplete or superseded* – R204(a)(xiii)	Without delay	
G	Clearing Procedures		
1	Any event, system-related issue	Immediately	Clearing Members should contact the Clearing House by email at Icecleareurope@theice.com or by a

	Notification	Periodicity of Submission	Requirements and form
	or anything else that would prevent the Clearing Member from operating timely and accurately on the Markets cleared. Clearing Procedures paragraph 1.3.		telephone call via the Clearing House's helpdesk at: 020 7065 7600.
2.	Notification of system errors or processing errors in relation to ICE Systems. Clearing Procedures paragraph 2.2(g) & (h).		Clearing Members should contact the Clearing House's operations department.
H	Finance Procedures Intentionally Omitted		
1.	Notification of any expiry or renewal of a letter of credit, including details of its proposals to replace or renew the letter of credit. Finance Procedures paragraph 12.6.	Immediately Failure to make such notification within two Business Days prior to expiry will result in amounts referable to the letter of credit no longer being recognised as Margin	In writing, copied by email to the Clearing House at icecleareurope@theice.com.
I	Complaint Resolution Procedures		
1.	Any complaint must be notified to the Clearing House. Complaint Resolution Procedures paragraphs 2 & 3.	Within 12 months from the date on which the Complainant becomes aware of the circumstances giving rise to the Complaint unless the Complainant can show reasonable grounds for delay	A Complaint should be made in writing, signed on behalf of the Complainant, marked "Complaints Resolution Procedure" and sent to the complaints handling officer at the Clearing House or by e-mail to icecleareurope@theice.com
2.	Complainant must notify the Clearing House in writing whether it accepts the proposals or requires that the Complaint be referred to the Commissioner. Complaint Resolution Procedures paragraph 6.	Within fifteen days of receipt of notice of the outcome of the Clearing House Investigation	

(VII) GENERAL CONTRACT TERMS

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PART I: GENERAL CONTRACT TERMS

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INTRODUCTION

These Contract Terms Procedures set out certain terms and conditions of Contracts. The terms described in Part I (General Contract Terms) below apply to Contracts as part of their Contract Terms. Part I of these Contract Terms Procedures applies: (i) in relation to all F&O Contracts; and (ii) in relation to CDS Contracts and FX Contracts to the extent specified in the CDS Procedures and FX Procedures respectively.

Certain other Contract Terms; (i) for ICE Endex Contracts are set out in the ICE Endex Rules; (ii) for ICE Futures Europe Contracts are set out in the ICE Futures Europe Rules; (iii) for ICE Futures US Contracts are set out in the ICE Futures US Rules; (iv) for Financials & Softs Contracts are set out in the LIFFE Rules or the ICE Futures Europe Rules, as applicable; (v) for CDS Contracts are set out in the CDS Procedures; ~~and~~ (vi) for FX Contracts are set out in the FX Procedures; [\(vii\) for ICE Endex UK Contracts are set out in the ICE Endex UK Rules; and \(viii\) for ICE Natural Gas Continental Spot Contracts are set out in the ICE Endex Continental Rules.](#) See the definition of "Contract Terms" for further details.

PART I: GENERAL CONTRACT TERMS

1. INTERPRETATION

1.1 Words and expressions used in this Part shall have the same meaning as in the Rules, unless otherwise expressly defined in this Part.

2. ECONOMIC TERMS

2.1 The economic terms of a Contract ("Economic Terms") shall be derived from the information presented to the Clearing House in relation to the corresponding Transaction in accordance with the Rules.

2.2 The Economic Terms comprise:

- (a) proposed Selling Counterparty (or fixed rate payer) (but excluding the identity of the Clearing House as Seller pursuant to any Contract) or proposed Buying Counterparty (or floating rate payer) (but excluding the identity of the Clearing House as Buyer pursuant to any Contract);
- (b) Contract Set;
- (c) quantity;
- (d) delivery date or period (where applicable);
- (e) settlement date (where applicable);
- (f) exercise date (where applicable);
- (g) fixed price or traded price (as the case may be); and
- (h) floating price (where applicable).

2.3 The Clearing House and Clearing Counterparty shall pay when due all amounts that fall due for payment pursuant to the Economic Terms or otherwise pursuant to the Contract Terms.

3. STANDARD TERMS

3.1 The following standard terms ("**Standard Terms**") shall apply to all Contracts: