



## Clearing Rules

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## **26I. Standard Western European Sovereign (“SWES”) Single Name.**

The rules in this Subchapter 26I apply to the clearance of SWES Contracts.

### **26I-102. Definitions.**

#### **Eligible SWES Reference Entities**

Each particular Reference Entity included in the List of Eligible SWES Reference Entities as determined by ICE Clear Credit to be eligible (specifically the Republic of Ireland, the Italian Republic, the Portuguese Republic, and the Kingdom of Spain). For the avoidance of doubt, if there are multiple Reference Entity Database codes (as published by Markit Group Limited or any successor thereto, such codes “RED Codes”) for a particular Reference Entity listed in the List of Eligible SWES Reference Entities, each such RED Code shall be treated as a separate Eligible SWES Reference Entity.

#### **Eligible SWES Reference Obligations**

With respect to any SWES Contract Reference Obligation for any Eligible SWES Reference Entity, the Reference Obligations determined by ICE Clear Credit to be eligible and listed under the heading “Eligible Reference Obligations” for such SWES Contract Reference Obligation and Eligible SWES Reference Entity in the List of Eligible SWES Reference Entities. Where “Standard Reference Obligation is applicable to the SWES Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the Standard Reference Obligation shall be an Eligible SWES Reference Obligation.

#### **List of Eligible SWES Reference Entities**

The list of Eligible SWES Reference Entities, maintained, updated and published by the Board or its designee on the ICE Clear Credit website, specifying the following information (and the permissible combinations thereof) with respect to each Eligible SWES Reference Entity:

- (a) the name of such Eligible SWES Reference Entity and the RED Code(s) for such Eligible SWES Reference Entity;
- (b) each Relevant Physical Settlement Matrix and Transaction Type for such Eligible SWES Reference Entity, which shall be “Standard Western European Sovereign”;
- (c) each SWES Contract Reference Obligation and each Eligible SWES Reference Obligation for each such SWES Contract Reference Obligation;
- (d) each eligible “Scheduled Termination Date”; and

- (e) the Sector “Government” (as published by Markit Group Limited or any successor thereto);
- (f) the currency in which the Floating Rate Payer Calculation Amount must be denominated and the currency to be used for the calculation of Margin;
- (g) the Applicable Credit Derivatives Definitions, which shall be the 2014 Definitions;
- (h) the eligible Seniority Levels; and
- (i) whether “Standard Reference Obligation” is applicable.

### **Permitted SWES Fixed Rates**

The Fixed Rates permitted for a SWES Contract, as determined from time to time by the Board or its designee and notified to CDS Participants.

### **Relevant Physical Settlement Matrix**

With respect to a SWES Contract, the “Credit Derivatives Physical Settlement Matrix” applicable to such SWES Contract, as specified in the combination of characteristics listed as eligible for the relevant Eligible SWES Reference Entity in, and permitted by, the List of Eligible SWES Reference Entities.

### **SWES Contract**

A credit default swap in respect of any Eligible SWES Reference Entity having a combination of characteristics listed as eligible for such Eligible SWES Reference Entity in, and permitted by, the List of Eligible SWES Reference Entities. A SWES Contract is a CDS Contract for purposes of Chapter 20.

### **SWES Contract Reference Obligations**

With respect to any Eligible SWES Reference Entity, the Reference Obligation(s) listed under the heading “SWES Contract Reference Obligations” for such Eligible SWES Reference Entity in the List of Eligible SWES Reference Entities (which, for the avoidance of doubt, may indicate “No Reference Obligation”, indicating that no obligation is specified as a Reference Obligation). Where “Standard Reference Obligation” is applicable to the Eligible SWES Reference Entity and ICE Clear Credit has implemented the Standard Reference Obligation, the SWES Contract Reference Obligation shall thereafter be such Standard Reference Obligation, subject to Section 2.9 of the 2014 Definitions.

## SWES Rules

The rules set forth in Chapters 1 through 8, 20 through 22, inclusive, and the CDS Restructuring Rules, as modified by the provisions of this Subchapter 26I.

### 26I-203. Restriction on Activity.

- (a) In addition to the other rights granted to ICE Clear Credit in Rule 203, in the event a CDS Participant (or a Non-Participant Party for whom such Participant is acting) is subject to an event or agreement described in Rule 26I-206 or in the event such CDS Participant submits a Trade of the type described in Rule 26I-309(c) that is not a Conforming Trade and such Trade is cleared pursuant to these Rules (in each case, an “SR CDS Participant”), ICE Clear Credit may conduct an auction process to replace all of the SR CDS Participant’s Open CDS Positions in the affected CDS Contracts (including, if applicable, those on behalf of any such Non-Participant Party) (each auction in such process, an “SR Auction”). ICE Clear Credit shall have the authority to determine the timing and other particular characteristics of each SR Auction in consultation with the CDS Default Committee and as provided in the ICE Clear Credit Procedures, including determining the size of the bid/offer spread and/or of the CDS Contracts to be auctioned, whether one or more SR Auctions are to be held and the timing and structure of such auctions and whether CDS Participants other than the SR CDS Participant will be required to submit actionable quotations in an SR Auction.
- (b) ICE Clear Credit shall enter into Trades in one or more CDS Contracts with the CDS Participant(s) and in the amount determined pursuant to the SR Auction, at which time the corresponding Open CDS Positions of the SR CDS Participant shall be reduced or terminated, as applicable. The SR CDS Participant and the other CDS Participants shall be obligated to submit to Deriv/SERV or another service specified by ICE Clear Credit the terms of such reduction, termination or Trade, as applicable. Amounts owed by the SR CDS Participant to (or receivable by the SR CDS Participant from) ICE Clear Credit in connection with any such reduction or termination shall be determined by ICE Clear Credit using the prices determined pursuant to the SR Auctions. In addition, any Initial Payments, Margin, or other payments or deliveries owed (including the dates of settlement with respect thereto) relating to the Open CDS Positions increased, created, reduced or terminated pursuant to this Rule 26I-203(b) shall be as determined by ICE Clear Credit with reference to the SR Auction in accordance with the ICE Clear Credit Procedures and, notwithstanding Rules 301 or 303, Initial Payments may be owed in respect to CDS Contracts entered into by ICE Clear Credit pursuant to an SR Auction.

### **26I-206. Notices Required of Participants with respect to SWES Contracts.**

In addition to the notice requirements contained in Rule 206, a CDS Participant shall provide notice to ICE Clear Credit in the event that such CDS Participant (or a Non-Participant Party for whom such CDS Participant is acting) or an Eligible SWES Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, the Eligible SWES Reference Entity or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting), as applicable, or such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) and an Eligible SWES Reference Entity are the same entity or are or become Affiliates, or, subject to any restrictions on such disclosure imposed by law or regulation, such CDS Participant (or Non-Participant Party for whom such CDS Participant is acting) is subject to an agreement pursuant to which any of the foregoing is reasonably likely to occur.

### **26I-303. SWES Contract Adjustments.**

In addition to the adjustments described in Rule 303, upon clearance of a Trade otherwise equivalent to a SWES Contract but that:

- (a) specifies an Eligible SWES Reference Obligation as the “Reference Obligation”, such Trade shall become an Open CDS Position in the SWES Contract with the SWES Contract Reference Obligation specified for such Eligible SWES Reference Obligation in the List of Eligible SWES Reference Entities;
- (b) an Event Determination Date has occurred with respect to a Restructuring, such Trade shall become an Open CDS Position in the SWES Contract for which no such Event Determination Date has occurred; and/or
- (c) specifies a Transaction Type other than Standard Western European Sovereign, such Trade shall become an Open CDS Position in the SWES Contract otherwise equivalent to such Trade but specifying Standard Western European Sovereign as the Transaction Type.

### **26I-309. Acceptance of SWES Contracts by ICE Clear Credit.**

- (a) In addition to the acceptance process described in Rule 309, ICE Clear Credit’s notice to the relevant CDS Participants that it has accepted a Trade submitted for clearance shall include any adjustment that will be made by ICE Clear Credit pursuant to Rule 26I-303. Such CDS Participants’ resubmission of the terms of such Trade, as provided in Rule 309, shall include the adjustments described by ICE Clear Credit in such notice.

- (b) A CDS Participant shall make all reasonable efforts to not submit a Trade for clearance as a SWES Contract, and any such Trade shall not be a Conforming Trade, if the Novation Time would be:
- (i) at a time when the Fallback Settlement Method is applicable to such SWES Contract;
  - (ii) at or after the close of business on the calendar day following the Auction Final Price Determination Date for such SWES Contract; or
  - (iii) on or after the calendar day following the day on which the Final List (as defined in the DC Rules) is published for a Restructuring CDS Contract and at or before the close of business on the calendar day following the CDS Regional Business Day following the latest possible Exercise Cut-off Date for the related Relevant Restructuring Credit Event under such Restructuring CDS Contract;
- (such time with respect to any SWES Contract, the “**Clearance Cut-off Time**”); provided that ICE Clear Credit may, by written notice to all CDS Participants following consultation with the Risk Committee, designate a time other than the time determined pursuant to clauses (i) through (iii) above as the Clearance Cut-off Time with respect to any SWES Contract.
- (c) A CDS Participant may not submit a Trade for clearance as a SWES Contract, and any such Trade shall not be a Conforming Trade, if the time of submission of the Trade or the Novation Time would be at a time when the CDS Participant (or any Non-Participant Party for whom such CDS Participant is acting) is, or is an Affiliate of, the Eligible SWES Reference Entity for such SWES Contract or is subject to an agreement under which it is reasonably likely that the CDS Participant (or any such Non-Participant Party) will become, or will become an Affiliate of, the Eligible SWES Reference Entity for such SWES Contract.
- (d) A CDS Participant shall as soon as reasonably practicable notify ICE Clear Credit if any Trade it has submitted for clearance was not at the time of submission, or ceases to be prior to the Novation Time, a Conforming Trade.
- (e) If ICE Clear Credit determines that any Trade submitted for clearance would have been subject to circumstances giving rise to a Successor and a Succession Date but will no longer be subject to such circumstances upon clearance because of the Trade Date that would be specified with respect to the related Open CDS Position, ICE Clear Credit shall take such action as it deems necessary to ensure that such circumstances are given effect with respect to such Trade, including, without limitation, declining to accept such Trade for clearance or specifying an alternate Trade Date for purposes of Section 2.1 of the 2014 Definitions with respect to the relevant portion of the related Open CDS Position.

## **26I-315. Terms of the Cleared SWES Contract.**

- (a) Any capitalized term used in this Subchapter 26I but not defined in these SWES Rules shall have the meaning provided in the Credit Derivatives Definitions.
- (b) For purposes of the CDS Committee Rules, the CDS Region for each SWES Contract is the European Region.
- (c) The definitions and provisions contained in the 2014 Definitions (for the purposes of the SWES Rules only, the “**Credit Derivatives Definitions**”), are incorporated into the SWES Rules. In the event of any inconsistency between the Credit Derivatives Definitions or the Confirmation (including in electronic form) for a SWES Contract and these SWES Rules, these SWES Rules will govern.
- (d) Section 8.10(a) of the 2014 Definitions is hereby amended by replacing the “.” at the end of subparagraph (B) thereof with an “; and” and adding the following as a new subparagraph (C):

“(C) the tenth calendar day after the date of the actual decision by the relevant Regional CDS Committee (or Dispute Resolver) to Resolve (i.e., determined without regard to any Effectiveness Convention or any time of effectiveness specified in a Presented Position) that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SWES Contracts;”.
- (e) Except for purposes of Section 1.39 of the 2014 Definitions, a Credit Event Notice and Notice of Publicly Available Information with respect to a SWES Contract for a Credit Event other than M(M)R Restructuring will be deemed to have been effectively delivered by the Notifying Party on the relevant Event Determination Date determined under the CDS Committee Rules only when the Resolution is effective, under the CDS Committee Rules, that a Credit Event other than M(M)R Restructuring has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii), with respect to such SWES Contract. Notwithstanding anything to the contrary in the 2014 Definitions, any delivery of a Credit Event Notice and/or Notice of Publicly Available Information by a CDS Participant (other than (i) the deemed delivery as provided in this Rule 26I-315(e) or (ii) notices with respect to a Relevant Restructuring Credit Event as provided in the CDS Restructuring Rules) shall not be valid.
- (f) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the 2014 Definitions is hereby modified by replacing the term “Auction

Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.

- (g) With respect to SWES Contracts for which it is Resolved by the Regional CDS Committee (or applicable Dispute Resolver) or Credit Derivatives Determinations Committee that a Credit Event has occurred for which there is Publicly Available Information, as described in CDS Committee Rule 2101-02(a)(iii) or the DC Rules, as applicable, Buyer may not deliver a Notice of Physical Settlement until after it is determined that the method of settlement for a particular Credit Event is the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the 2014 Definitions, and as further provided in the CDS Physical Settlement Rules. For the avoidance of doubt, the effectiveness of any Notice of Physical Settlement and obligations relating thereto are subject to the suspension and finality provisions of Sections 10.1 and 10.2 of the 2014 Definitions.
- (g) Section 11.4 of the 2014 Definitions shall not apply.
- (h) The Settlement Method for particular SWES Contracts will be Auction Settlement and the Fallback Settlement Method will be Physical Settlement in accordance with the CDS Physical Settlement Rules.
- (i) The following terms will apply to each SWES Contract:

  - (i) The "Agreement" is the Participant Agreement between the relevant CDS Participant and ICE Clear Credit.
  - (ii) The "Transaction Type" is Standard Western European Sovereign.
  - (iii) The "Calculation Agent" is ICE Clear Credit, except as provided in the CDS Committee Rules.
  - (iv) The "Fixed Rate Payer Payment Dates" will be March 20, June 20, September 20 and December 20.
  - (v) The “Initial Payment Date” will be the date that is the first Business Day immediately following the Trade Date; provided that with respect to a SWES Contract that is accepted for clearing pursuant to Rule 309 after the Trade Date thereof, the “Initial Payment Date” will be the date that is the first Business Day following the date as of which such SWES Contract is accepted for clearing pursuant to Rule 309.
- (j) For each SWES Contract, the following terms will be determined according to the particular SWES Contract submitted for clearing, subject to Rule 26I-303:

  - (i) Which of the Eligible SWES Reference Entities is the “Reference Entity”.



- (ii) Which of the SWES Contract Reference Obligations specified for the Reference Entity in the List of Eligible SWES Reference Entities is the “Reference Obligation”.
- (iii) The “Trade Date”.
- (iv) The “Effective Date”.
- (v) Which of the eligible Scheduled Termination Dates specified for the “Reference Entity” in the List of Eligible SWES Reference Entities is the “Scheduled Termination Date”.
- (vi) The “Floating Rate Payer Calculation Amount”.
- (vii) The “Floating Rate Payer”.
- (viii) The “Fixed Rate Payer”.
- (ix) The “Fixed Rate”.
- (x) If applicable, the Matrix Publication Date for the Relevant Physical Settlement Matrix.
- (xi) The “Initial Payment Payer”.
- (xii) The “Initial Payment Amount”.
- (xiii) Which of the eligible Seniority Levels applies.

**26I-316. Relevant Physical Settlement Matrix Updates.**

- (a) Where ISDA publishes a version of the Credit Derivatives Physical Settlement Matrix (a “**New Matrix**”) that is subsequent to the version that is specified as the Relevant Physical Settlement Matrix for any SWES Contract(s), and the Board or its designee determines that updating such SWES Contract(s) to reference the New Matrix would not constitute a Contract Modification as provided in Rule 616 (the date of such determination, the “**Matrix Update Date**” and each prior Credit Derivatives Physical Settlement Matrix subject to such determination, a “**Superseded SWES Matrix**”) and so notifies CDS Participants, such SWES Contracts shall, as of the close of business on the Matrix Update Date, become SWES Contracts referencing the New Matrix as the Relevant Physical Settlement Matrix and the List of Eligible SWES Reference Entities shall be updated accordingly. Any Trade referencing a Superseded SWES Matrix submitted for clearing as a SWES Contract shall, upon acceptance for clearing, become a SWES Contract referencing the New Matrix.

(b) The Board or its designee may determine a different Matrix Update Date applicable to individual SWES Contracts or groups of SWES Contracts or may determine a Matrix Update Date applicable to all SWES Contracts referencing a Superseded SWES Matrix, as it deems appropriate.

**26I-502. Specified Actions.**

Notwithstanding anything to the contrary in Rule 502(a) but without limiting the application of Rule 616 to any Modification (including the requirement of consultation with the Risk Committee, as provided in Rule 502(a), prior to determining that a Modification is not a Contract Modification), none of the following shall constitute a Specified Action: (a) adding and/or Modifying Permitted SWES Fixed Rates, (b) adding new Eligible SWES Reference Entities, and adding and/or Modifying any other entries in any of the fields in the List of Eligible SWES Reference Entities or (c) an update to the List of Eligible SWES Reference Entities, as described in Rules 26I-316 and 26I-616.

**26I-616. Contract Modification.**

It shall not constitute a Contract Modification if the Board or its designee updates the List of Eligible SWES Reference Entities (and modifies the terms and conditions of related SWES Contracts) to give effect to determinations by the Regional CDS Committee (or applicable Dispute Resolver) or a Credit Derivatives Determinations Committee, including, without limitation, determinations of circumstances that give rise to Successors and Succession Dates, or Substitute Reference Obligations or implementation of Standard Reference Obligations (or changes thereto). In addition, the determination that "Standard Reference Obligation" will be applicable to an Eligible SWES Reference Entity shall not constitute a Contract Modification.