

NOTICE OF LISTING OF PRODUCTS BY NEX SEF LIMITED FOR TRADING BY CERTIFICATION

1. This submission is made pursuant to CFTC Reg. 40.2 by NEX SEF Limited (“NEX SEF”).
2. The products certified by this submission are the following: Inflation Swaps (the “Contracts”).
3. Attached as Attachment A is a copy of the Contract’s rules.
4. The Contracts are currently listed for trading on ICAP SEF (US) LLC (“ICAP SEF”) and set forth in ICAP SEF Rule 801(6)(b). The Contracts were previously certified on September 29, 2013 in ICAP SEF’s initial product certification. ICAP SEF was previously an affiliate of NEX SEF. On December 30, 2016, ICAP plc, the parent company of NEX SEF, sold its global voice broking business, including ICAP SEF, and rebranded as NEX Group plc. ICAP SEF continues to execute the Contracts pursuant to an agreement between a subsidiary of NEX Group plc. and ICAP SEF. This product certification reflects that the trading of the Contracts is being transferred from ICAP SEF to NEX SEF. The only terms and conditions of the Contracts that will be amended by this filing are: the Trading Hours will be changed; several currencies offered on ICAP SEF will not be offered on NEX SEF, and the United States dollar (“USD”) will be added as an offered currency on NEX SEF; certain holiday calendar conventions offered on ICAP SEF will not be offered on NEX SEF; the inflation benchmark rates currently offered on ICAP SEF will not be offered on NEX SEF, and NEX SEF will be offering four new inflation benchmark rates: HICPXT, UKRPI, US CPI, and FRCPI; the tenor currently offered on ICAP SEF will no longer be offered, and NEX SEF will instead be offering a new tenor (*i.e.*, 0 – 10 years inclusive); the roll date currently offered on ICAP SEF will no longer be offered, and NEX SEF will instead be offering a new roll date (*i.e.*, 0 – 10 years inclusive); and clearing of the Contracts will now be available. The terms and conditions governing inflation swaps on ICAP SEF are set forth in ICAP SEF Rule 801(6), which sets forth the terms and conditions for other interest rate-based swap products as well. However, Attachment B hereto reflects only those changes between the terms and conditions governing inflation swaps on ICAP SEF and the terms and conditions governing inflation swaps on NEX SEF.
5. NEX SEF intends to make this submission of the certification of the Contracts effective on the day following submission pursuant to CFTC Reg. 40.2(a)(2).
6. Attached as Attachment C is a certification from NEX SEF that the Contracts comply with the Commodity Exchange Act and CFTC Regulations, and that NEX SEF has posted a notice of pending product certification and a copy of this submission on its website concurrent with the filing of this submission with the Commission.
7. As required by Commission Regulation 40.2(a), the following concise explanation and analysis demonstrates that the Contracts comply with the core principles of the Commodity Exchange Act for swap execution facilities, and in particular Core Principle 3, which provides that a swap execution facility shall permit trading only in swaps that are not readily susceptible to manipulation, in accordance with the applicable guidelines in Appendix B to Part 37 and Appendix C to Part 38 of the Commission’s Regulations for contracts settled by cash settlement and options thereon.

Each Contract, other than with respect to USD, has previously been certified for compliance with the Commodity Exchange Act and CFTC Regulations by ICAP SEF, previously an affiliate of NEX SEF, including certification that each Contract is not readily susceptible to manipulation. No terms and conditions of the Contracts are being amended by this filing other than those listed above and reflected in Attachment B, which are limited to changing the Trading Hours, adding USD as an offered currency, offering a different tenor and roll date, adding new inflation benchmark rates, making clearing available for the Contracts, and removing previously certified terms and conditions from the Contracts. Because the Contracts, other than with respect to USD, have been previously certified for compliance with the Commodity Exchange Act and CFTC Regulations and the additional terms or conditions of the Contracts since such certification are limited, NEX SEF believes that the Contracts are not readily susceptible to manipulation and continue to comply with the Commodity Exchange Act and the CFTC Regulations.

Appendix B to Part 37—Demonstration of Compliance That a Contract is Not Readily Susceptible to Manipulation

Core Principle 3 of Section 5h of the Act—Swaps Not Readily Susceptible to Manipulation. The swap execution facility shall permit trading only in swaps that are not readily susceptible to manipulation.

(a) Guidance.

(1) In general, a swap contract is an agreement to exchange a series of cash flows over a period of time based on some reference price, which could be a single price, such as an absolute level or a differential, or a price index calculated based on multiple observations. Moreover, such a reference price may be reported by the swap execution facility itself or by an independent third party. When listing a swap for trading, a swap execution facility shall ensure a swap's compliance with Core Principle 3, paying special attention to the reference price used to determine the cash flow exchanges. Specifically, Core Principle 3 requires that the reference price used by a swap not be readily susceptible to manipulation. As a result, when identifying a reference price, a swap execution facility should either: Calculate its own reference price using suitable and well-established acceptable methods or carefully select a reliable third-party index.

- The reference prices on which each of the Contracts settles are the selected the inflation benchmark rates set forth in the Contract's terms and conditions (each, a "Benchmark Rate"). Each Benchmark Rate is calculated and published by a reliable independent third party that is a governmental agency, as discussed in more detail below.

(2) The importance of the reference price's suitability for a given swap is similar to that of the final settlement price for a cash-settled futures contract. If the final settlement price is manipulated, then the futures contract does not serve its intended price discovery and risk management functions. Similarly, inappropriate reference prices cause the cash flows between the buyer and seller to differ from the proper amounts, thus benefitting one party and disadvantaging the other. Thus, careful consideration should be given to the potential for manipulation or distortion of the reference price.

- Please see below.

(3) For swaps that are settled by physical delivery or by cash settlement refer to the guidance in appendix C to part 38 of this chapter—Demonstration of Compliance That a Contract is not Readily Susceptible to Manipulation, section b(2) and section c(4), respectively.

- Please see below.

Appendix C to Part 38—Demonstration of Compliance That a Contract is Not Readily Susceptible to Manipulation

(c) Futures Contracts Settled by Cash Settlement. (1) Cash settlement is a method of settling certain futures or option contracts whereby, at contract expiration, the contract is settled by cash payment in lieu of physical delivery of the commodity or instrument underlying the contract. An acceptable specification of the cash settlement price for commodity futures and option contracts would include rules that fully describe the essential economic characteristics of the underlying commodity (e.g., grade, quality, weight, class, growth, issuer, maturity, source, rating, description of the underlying index and index's calculation methodology, etc.), as well as how the final settlement price is calculated. In addition, the rules should clearly specify the trading months and hours of trading, the last trading day, contract size, minimum

price change (tick size) and any limitations on price movements (e.g., price limits or trading halts).

- Essential Economic Characteristics of the Contracts. The terms and conditions of each Contract match the terms of inflation swaps that are commonly offered in the market and are listed in Attachment A. The Contract is a cash-settled swap that allows a party to speculate on, or hedge risks associated with, inflation movements. The Contracts are available in multiple currencies and may require the exchange of interest rate payments based on a single currency. One party to a Contract (the “Buyer”) makes periodic payments at a fixed rate that is agreed to at the commencement of the Contract to the other party (the “Seller”). The Seller makes periodic payments at a floating rate based on one of the Benchmark Rates plus a specified percentage (e.g., UKRPI + 2%). The Contracts require that periodic payments are exchanged for a specified period based on a notional amount. Settlement of the Contracts are based on the selected Benchmark Rates over a term to maturity. All of the essential terms of the Contract, other than the payments contingent on the Benchmark Rates, are agreed at the effective date of the Contract (“Effective Date”). The only terms and conditions of the Contracts that will be amended by this filing are: the Trading Hours will be changed; several currencies offered on ICAP SEF will not be offered on NEX SEF, and the United States dollar (“USD”) will be added as an offered currency on NEX SEF; certain holiday calendar conventions offered on ICAP SEF will not be offered on NEX SEF; the inflation benchmark rates currently offered on ICAP SEF will not be offered on NEX SEF, and NEX SEF will be offering four new inflation benchmark rates: HICPXT, UKRPI, USCPI, and FRCPI; the tenor currently offered on ICAP SEF will no longer be offered, and NEX SEF will instead be offering a new tenor (i.e., 0 – 10 years inclusive); the roll date currently offered on ICAP SEF will no longer be offered, and NEX SEF will instead be offering a new roll date (i.e., 0 – 10 years inclusive); and clearing of the Contracts will now be available. All the other terms and conditions of the Contracts will remain as previously certified by ICAP SEF.

- Calculation of Cash Settlement Price. One leg of each Contract will pay a fixed rate established at the Effective Date and which will remain unchanged throughout the life of the Contract. The other leg of the Contract will pay a different floating set rate that is also established at the Effective Date (e.g., UKRPI + 2%). The calculation of the relevant Benchmark Rate is governed by a standard set of rules and calculation procedures published by the Benchmark Rate provider, as discussed below.

(2) Cash settled contracts may be susceptible to manipulation or price distortion. In evaluating the susceptibility of a cash-settled contract to manipulation, a designated contract market should consider the size and liquidity of the cash market that underlies the listed contract in a manner that follows the determination of deliverable supply as noted above in (b)(1). In particular, situations susceptible to manipulation include those in which the volume of cash market transactions and/or the number of participants contacted in determining the cash-settlement price are very low. Cash-settled contracts may create an incentive to manipulate or artificially influence the data from which the cash-settlement price is derived or to exert undue influence on the cash-settlement price's computation in order to profit on a futures position in that commodity. The utility of a cash-settled contract for risk management and price discovery would be significantly impaired if the cash settlement price is not a reliable or robust indicator of the value of the underlying commodity or instrument. Accordingly, careful consideration should be given to the potential for manipulation or distortion of the cash settlement price, as well as the reliability of that price as an indicator of cash market values. Appropriate consideration also should be given to the commercial acceptability, public availability, and timeliness of the price series that is used to calculate the cash settlement price. Documentation demonstrating that the settlement price index is a reliable indicator of market values and conditions and is commonly used as a reference index by industry/market agents should be provided. Such documentation may take on various forms, including carefully documented interview results with knowledgeable agents.

- Contract Not Readily Susceptible to Manipulation. The Contracts are not readily susceptible to manipulation for a number of reasons. As noted above, all of the essential terms of the Contracts, other than the payments contingent on the Benchmark Rates, are agreed at the Effective Date, thereby reducing the impact of potentially unrepresentative data. Inflation swaps are widely used by corporations, insurance companies, banks and governments to transfer and manage inflation risk. The size and liquidity of the market in inflation swaps is well documented and the significant liquidity in inflation swaps such as the Contracts makes the Contracts difficult to manipulate. The floating rate of each Contract is the selected Benchmark Rate. Each Benchmark Rate is widely used and is calculated and published by a reliable independent third party that is a governmental agency.

Each of the Benchmark Rates — HICPXT, UKRPI, USCPI, and FRCPI — is a government-calculated index based on comprehensive, well-established and transparent rules that govern, among other things, the selection of components included in the index, the rebalancing of the index, and the calculation procedures and timing of the pricing of the index.¹ Each of the Benchmark Rates is widely accepted by market participants as a reliable index. Furthermore, the development and management of each of the Benchmark Rates is rules-based, therefore making it difficult for individuals or entities to change calculation of amounts due under the Contract. Additionally, each Benchmark Rate is widely followed by numerous market participants and basing inflation swaps on the Benchmark Rates has been a longstanding and widely accepted practice. Accordingly, the Contracts are not readily susceptible to manipulation or price distortion because the method of determining the cash settlement price is based on terms that are fixed at the Effective Date of each Contract and a reliable Benchmark Rate.

(3) Where an independent, private-sector third party calculates the cash settlement price series, a designated contract market should consider the need for a licensing agreement that will ensure the designated contract market's rights to the use of the price series to settle the listed contract.

(i) Where an independent, private-sector third party calculates the cash settlement price series, the designated contract market should verify that the third party utilizes business practices that minimize the opportunity or incentive to manipulate the cash-settlement price series. Such safeguards may include lock-downs, prohibitions against derivatives trading by employees, or public dissemination of the names of sources and the price quotes they provide. Because a cash-settled contract may create an incentive to manipulate or artificially influence the underlying market from which the cash-settlement price is derived or to exert undue influence on the cash-settlement computation in order to profit on a futures position in that commodity, a designated contract market should, whenever practicable, enter into an information-sharing agreement with the third-party provider which would enable the designated contract market to better detect and prevent manipulative behavior.

- Independent Third-Party Pricing. As described above, the cash settlement price is calculated through a cash settlement method that is not readily susceptible to manipulation. Eurostat (the statistical office of the European Union), the UK Office for National Statistics (“ONS”), the United States Bureau of Labor Statistics (“BLS”), and the French National Institute of Statistics and Economic Studies (“INSEE”) manage and/or calculate HICPXT, UKRPI, USCPI, and FRCPI, respectively. NEX SEF believes that each of Eurostat, ONS, BLS, and INSEE is impartial, employs appropriate safeguards against manipulation to protect the value of the relevant Benchmark Rate, and uses business practices that

¹ HICPXT – see http://ec.europa.eu/eurostat/statistics-explained/index.php/HICP_methodology.

UKRPI – see <https://www.ons.gov.uk/economy/inflationandpriceindices/qmis/consumerpriceinflationqmi>.

USCPI – see <https://www.bls.gov/cpi/methodology.htm>.

FRCPI – see <https://www.insee.fr/en/metadonnees/source/s1144>.

minimize the opportunity or incentive to manipulate the reference index associated with each Contract's exchange of cash flows. To the extent that NEX SEF's Market Regulation Department determines that there is reason to suspect manipulation or attempted manipulation with respect to a Contract that involves the one of the Benchmark Rates, it will so inform the applicable governmental agency, and will seek to share information as necessary to investigate the potential manipulation or attempted manipulation.

(ii) Where a designated contract market itself generates the cash settlement price series, the designated contract market should establish calculation procedures that safeguard against potential attempts to artificially influence the price. For example, if the cash settlement price is derived by the designated contract market based on a survey of cash market sources, the designated contract market should maintain a list of such entities which all should be reputable sources with knowledge of the cash market. In addition, the sample of sources polled should be representative of the cash market, and the poll should be conducted at a time when trading in the cash market is active.

- Please see above.

(iii) The cash-settlement calculation should involve computational procedures that eliminate or reduce the impact of potentially unrepresentative data.

- Please see above.

(iv) The cash settlement price should be an accurate and reliable indicator of prices in the underlying cash market. The cash settlement price also should be acceptable to commercial users of the commodity contract. The registered entity should fully document that the settlement price is accurate, reliable, highly regarded by industry/market agents, and fully reflects the economic and commercial conditions of the relevant designated contract market.

- Please see above.

(v) To the extent possible, the cash settlement price should be based on cash price series that are publicly available and available on a timely basis for purposes of calculating the cash settlement price at the expiration of a commodity contract. A designated contract market should make the final cash settlement price and any other supporting information that is appropriate for release to the public, available to the public when cash settlement is accomplished by the derivatives clearing organization. If the cash settlement price is based on cash prices that are obtained from non-public sources (e.g., cash market surveys conducted by the designated contract market or by third parties on behalf of the designated contract market), a designated contract market should make available to the public as soon as possible after a contract month's expiration the final cash settlement price as well as any other supporting information that is appropriate or feasible to make available to the public.

- The various Benchmark Rates are readily available via a number of sources.

(4) Contract terms and conditions requirements for futures contracts settled by cash settlement.

(i) An acceptable specification of the terms and conditions of a cash-settled commodity contract will also set forth the trading months, last trading day, contract size, minimum price change (tick size) and daily price limits, if any.

- The essential terms and conditions of the Contracts are attached as Attachment A.

(A) Commodity Characteristics: The terms and conditions of a commodity contract should describe the commodity underlying the contract.

- The terms and conditions of the Contracts specify that the Contracts are based on the Benchmark Rates.

(B) Contract Size and Trading Unit: An acceptable specification of the trading unit would be a contract size that is consistent with customary transactions in the cash market. A designated contract market may opt to set the contract size smaller than that of standard cash market transactions.

- The size of each Contract is consistent with customary transactions in the market.

(C) Cash Settlement Procedure: The cash settlement price should be reliable, acceptable, publicly available, and reported in a timely manner as described in paragraphs (c)(3)(iv) and (c)(3)(v) of this appendix C.

- The cash settlement procedures and an explanation of how the Contracts are not readily susceptible to manipulation are described above.

(D) Pricing Basis and Minimum Price Fluctuation (Minimum Tick): The minimum price increment (tick) should be set a level that is equal to, or less than, the minimum price increment commonly observed in cash market transactions for the underlying commodity. Specifying a futures' minimum tick that is greater than the minimum price increment in the cash market can undermine the risk management utility of the futures contract by preventing hedgers from efficiently establishing and liquidating futures positions that are used to hedge anticipated cash market transactions or cash market positions.

- As agreed to between the parties.

(E) Maximum Price Fluctuation Limits: Designated contract markets may adopt price limits to: (1) Reduce or constrain price movements in a trading day that may not be reflective of true market conditions but might be caused by traders overreacting to news; (2) Allow additional time for the collection of margins in times of large price movements; and (3) Provide a “cooling-off” period for futures market participants to respond to bona fide changes in market supply and demand fundamentals that would lead to large cash and futures price changes. If price-limit provisions are adopted, the limits should be set at levels that are not overly restrictive in relation to price movements in the cash market for the commodity underlying the futures contract. For broad-based stock index futures contracts, rules should be adopted that coordinate with New York Stock Exchange (“NYSE”) declared Circuit Breaker Trading Halts (or other market coordinated Circuit Breaker mechanism) and would recommence trading in the futures contract only after trading in the majority of the stocks underlying the index has recommenced.

- NEX SEF believes price limits are not necessary for the Contracts and accordingly has not adopted price limits.

(F) Last Trading Day: Specification of the last trading day for expiring contracts should be established such that it occurs before publication of the underlying third-party price index or determination of the final settlement price. If the designated contract market chooses to allow trading to occur through the determination of the final settlement price,

then the designated contract market should show that futures trading would not distort the final settlement price calculation.

- The last trading day for each Contract is the Maturity Date of the Contract, which is set by the counterparties. The Benchmark Rates are published daily.

(G) Trading Months: Trading months should be established based on the risk management needs of commercial entities as well as the availability of price and other data needed to calculate the cash settlement price in the specified months. Specification of the last trading day should take into consideration whether the volume of transactions underlying the cash settlement price would be unduly limited by occurrence of holidays or traditional holiday periods in the cash market. Moreover, a contract should not be listed past the date for which the designated contract market has access to use a proprietary price index for cash settlement.

- The Maturity Date of each Contract is agreed to between the parties and based on their risk management needs. The Maturity Date may be in any calendar month.

(H) Speculative Limits: Specific rules and policies for speculative position limits are set forth in part 150 and/or part 151, as applicable, of the Commission's regulations.

- None are currently required by the Commission. If and to the extent the Commission imposes speculative limits on any Contract, the limits imposed by NEX SEF will be the same.

(I) Reportable Levels: Refer to § 15.03 of the Commission's regulations.

- None are currently required by the Commission. If and to the extent the Commission imposes a reporting requirement based on reportable levels of any Contract imposed by the Commission, the reportable levels imposed by NEX SEF will be the same.

(J) Trading Hours: Should be set by the designated contract market to delineate each trading day.

- Order Book: 24 Hours, beginning at 5:00 a.m. Sydney Time on Monday and ending at 5:30 p.m. Eastern Time on Friday.
- Voice RFQ: Not available.
- All Pre-Arranged Crosses: 24 Hours, beginning at 3:00 a.m. Sydney Time on Monday and ending at 5:30 p.m. Eastern Time on Friday.

* * *

In addition to the foregoing, NEX SEF has adopted rules in its Rulebook prohibiting any Participant or Customer from engaging in manipulative trading activity and NEX SEF is required to, and will, monitor all trading on NEX SEF in order to identify any such manipulative activity. NEX SEF has authority to impose on its Participants and Customers fines and disciplinary sanctions in the event that such manipulative activity has occurred.

Attachment A
SEF Rule 802 (5)

Product Descriptions – Inflation Swaps

Rule 802(5) — Inflation Swaps

The buyer of an inflation swap pays a fixed interest rate and receives the agreed floating inflation rate:

- Tenor
- Fixed Rate (Traded Price)
- Inflation Rate benchmark – this can be any inflation benchmark that settles in the listed currencies
- Optional forward start

Currencies	
GBP	
EUR	
USD	

Specifications

Payment Frequency

- The payment frequency will be an agreed, valid, calendar integer

Day Count Convention

- ACT/360
- ACT/365
- 360/360
- 30/360
- 30E/360
- AFI/365
- ACT/361
- ACT/ACT

Holiday Calendar Conventions

- NEW YORK
- LONDON
- EUROPE

Business Day Conventions

- Modified
- Modified Following

Effective Date

- The effective date will be a valid business day

Maturity Date

- Effective date + tenor of swap

Tenors

- 0 – 10 years inclusive

Roll Dates

- 0 – 10 years inclusive

Fixing Dates

- The fixing date(s) will be a valid calendar day

Settlement

- Are cash settled in line with the payment frequency

Contract Size

- Minimum and Incremental Sizes
 - The minimum size for an instrument in this category is 1,000 units of the currency of the underlying index of the trade
 - There is no minimum incremental size for instruments in this category

Product Descriptions – Inflation Swaps

Quoting Convention

- Inflation Swaps are all quoted in basis points

Benchmark Interest Rates

- Inflation Swaps will be limited to all or a subset of the following underlying benchmark indices:
HICPXT
UKRPI
USCPI
FRCPI

Minimum and Incremental Price

- There is no minimum price
- There is no minimum incremental price

Clearing

- Additionally, please see clearable contract definitions at <http://www.lchclearnet.com/>.
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Attachment B

Marked SEF Rule 802 (5)

Product Descriptions – Inflation Swaps

Rule 802(5) – Inflation Swaps

The buyer of an inflation swap pays a fixed interest rate and receives the agreed floating inflation rate:

- Tenor
- Fixed Rate (Traded Price)
- Inflation Rate benchmark – this can be any inflation benchmark that settles in the listed currencies
- Optional forward start

Currencies	
GBP	ZAR
EUR	ILS
AUDUSD	

Specifications

• Payment Frequency

- The payment frequency will be an agreed, valid, calendar integer

Day Count Convention

- ACT/360
- ACT/365
- 360/360
- 30/360
- 30E/360
- AFI/365
- ACT/~~361~~361
- ACT/ACT

Holiday Calendar Conventions

- NEW YORK
- LONDON
- EUROPE

• Australia

Business Day Conventions

- Modified
- Modified Following

Effective Date

- The effective date will be a valid business day

Maturity Date

- Effective date + tenor of swap

Tenors

- 0 – ~~100~~10 years inclusive

Roll Dates

- 0 – ~~50~~10 years inclusive

Fixing Dates

- The fixing date(s) will be a valid calendar day

Settlement

- Are cash settled in line with the payment frequency

Contract Size

- Minimum and Incremental Sizes

Product Descriptions – Inflation Swaps

- The minimum size for an instrument in this category is 1,000 units of the currency of the underlying index of the trade
- There is no minimum incremental size for instruments in this category

Quoting Convention

- Inflation Swaps are all quoted in basis points

Benchmark Interest Rates

- ~~Contracts~~ Inflation Swaps will be limited to all or a subset of the following underlying benchmark indices:

~~EBOR~~ EUR-HICPXT-Telerate

~~BBR~~ GBP-UKRPI-BBA

~~CDOR~~ GBP-USCPI-BBA

~~LIBOR~~ EUR-FRCPI-Telerate

~~PRIBOR~~

~~CIBOR~~

~~CIBOR2~~

~~HIBOR~~

~~BUBOR~~

~~TELBOR01~~

~~WIBOR~~

~~MOSPRIME~~

~~SAIBOR~~

~~TRILIBOR~~

~~NIBOR~~

~~STIBOR-JIBAR~~

~~EURIBOR~~

~~ISDAFIX~~

~~ICAP Listed Interest Rates Swaps~~

Minimum and Incremental Price

- There is no minimum price
- There is no minimum incremental price

Clearing

- ~~Interest Rate Options traded on ICAP SEF are not cleared~~
- Additionally, please see clearable contract definitions at <http://www.lchclearnet.com/>.

ATTACHMENT C – CERTIFICATION PURSUANT TO CFTC REGULATION 40.2

The undersigned hereby certifies that each product described in this submission complies with the Commodity Exchange Act and the CFTC Regulations thereunder, and that concurrent with the filing of this submission with the Commission, NEX SEF Limited will be posting on its website, on October 27, 2017, a copy of this submission and a notice of pending product certification of this product with the Commission.

NEX SEF LIMITED



By: Elisa Hirschmann
Title: Chief Compliance Officer
Date: October 27, 2017