

IMPORTANT NOTICE

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#: *MS# 41 ; TIW# 3*
Date: March 12, 2010
To: Distribution
From: Legal Department
Subject: Revisions to the Operating Procedures – Credit
IOS Index Swap

At the close of business (NY) on Friday, February 19, 2010, MarkitSERV implemented enhancements to DSMatch for Credit products and DTCC Deriv/SERV implemented support for IOS Index in the Trade Information Warehouse. Please refer to Important Notice MS #36; DS#907 “MarkitSERV to Implement IOS Index on March 12th” for information about the enhancements. This notice refers to updates specific to the MarkitSERV Operating Procedures (the “Operating Procedures”) as related to these enhancements.

Beginning on Friday, March 12, 2010, firms may begin confirming trades in DSMatch under the Markit IOS Standard Terms Supplement as published by Markit Group Limited on March 12, 2010. The Operating Procedures have been updated accordingly. See attached blackline of Appendix U (TRX/IOS Index Swap).

These changes to the MarkitSERV Operating Procedures are effective immediately. By submitting affected transactions to the MarkitSERV system, the User agrees to waive any applicable notice requirements relating to the changes.

Any questions or comments regarding this Important Notice or MarkitSERV in general should be directed to your MarkitSERV client account representative or:

Credit Derivatives

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Appendix U to MarkitSERV Operating Procedures

**TRANSACTION RECORD DESCRIPTION:
TRX/IOS INDEX SWAP**

This Transaction Record Description relates to the Eligible Product and Eligible Transactions set forth below. It is a part of, and subject in all respects to, the most recent version of the Company Operating Procedures to which it is an Appendix (the “Operating Procedures”). Unless the context otherwise indicates, all terms defined in the Operating Procedures shall have the same meanings in this Transaction Record Description.

Eligible Product: **TRX_or IOS Index Swap**

Eligible Transactions: **New Trades**
Partial Terminations (can apply only all Eligible Products, regardless of whether the terminated trade was originally confirmed through the System)
Assignments (can apply to all Eligible Products, regardless of whether the assigned trade was originally confirmed through the System)
Increases (can apply only to Eligible Products where the amended trade was originally confirmed through the System)
Amendments (can apply only to Eligible Products where the amended trade was originally confirmed through the System)

Transaction Record Description for New Trades

Replaced Document:

The Replaced Document for new trades that are TRX_or IOS index swaps shall in all cases be a “Confirmation” (or any similar document not so named) that is referred to (or described) in a standard terms supplement (as described below), and that has been executed by two Users for the purpose of evidencing such new trades between them (each, a “Confirmation”). Related Master Documents shall be:

- Master Agreement – identified pursuant to the Transaction Record – consisting of an ISDA Master Agreement that has been executed by the relevant two Users. Any reference in a Transaction Record to a Master Agreement shall be to the Master Agreement as it may have been, and may subsequently be, amended, supplemented or modified by the parties thereto. All provisions contained in, or incorporated by reference in, the Master Agreement shall govern the Replaced Document except as expressly modified herein or in the applicable Standard Terms Supplement. [With respect to such other Master Agreement types specified in Data Element 27:](#)

- If the Master Agreement Type is “German”, the German Master Agreement for Financial Derivatives Transactions (Rahmenvertrag für Finanztermingeschäfte)
 - If the Master Agreement Type is “AFB”, the AFB/FBF Convention-cadre relative aux opérations de marché à terme.
 - If the Master Agreement Type is “Swiss”, the Swiss Master Agreement for over-the-counter (OTC) Derivatives.
- Standard Terms Supplement – Notwithstanding anything to the contrary herein, if the Master Document Transaction Type in Data Element 11 is as specified in one of the clauses below, the Users shall be deemed to have incorporated into the Replaced Document a standard terms supplement (a “Standard Terms Supplement”) as follows:
- ~~Standard Terms Supplement—the Users shall be deemed to have incorporated into the Replaced Document~~ (a) if the Master Document Transaction Type in Data Element 11 is “TRX”, the Markit TRX[®] Standard Terms Supplement, as published by Markit Group Limited as of the date specified in Master Document Date in the Transaction Record ~~(the “Standard Terms Supplement”).~~ With respect to any such Standard Terms Supplement, the following additional elections and provisions shall apply:
 - The Notional Amount will be the amount specified as the “Float Rate Amount” in the Transaction Record.
 - The Termination Date will be the date specified as the “Scheduled Termination Date” in the Transaction Record.
 - (b) if the Master Document Transaction Type in Data Element 11 is “IOS,” the Markit IOS[®] Standard Terms Supplement, as published by Markit Group Limited as of the date specified in the Master Document Date in the Transaction Record. With respect to any such Standard Terms Supplement, the following additional elections and provisions shall apply:
 - The Notional Amount will be the amount specified as the “Float Rate Amount” in the Transaction Record.

The Company shall not be responsible for a User’s failure to properly identify the Master Agreement or relevant Standard Terms Supplement.

Without limiting any other provisions of the Operating Procedures or the User Agreement, each User submitting a ~~TRX~~ an index swap trade subject to this Appendix shall be deemed to represent, warrant and agree with the Company that it has obtained, and will maintain in effect during the term of such trade, any license or other rights with respect to the underlying index required in connection with the execution of such trade and the submission and confirmation thereof through the System.

Notwithstanding any provision in the related Master Documents, each User agrees that the submission of Transaction Records by it and any other User through the System shall constitute an acceptable method under such Master Documents for evidencing and confirming the terms to be specified in any Confirmation referenced in or to be governed by such Master Documents. Each User further agrees that Confirmed Transaction Records designating the Eligible Product and Eligible Transaction governed by this Transaction Record Description and referencing the relevant Master Documents shall (1) have the same legal effect as a fully executed Replaced Document entered into pursuant to and subject to the terms of such Master Documents and (2) shall evidence a new ~~TRX~~-index swap transaction agreed between two Users whose terms and provisions will be set forth in, governed by, construed in accordance with and subject to the Confirmed Transaction Records themselves, such Master Documents and these Operating Procedures, including this Transaction Record Description.

In the event that the features specified in a Transaction Record differ from those specified in the relevant Master Document, the features specified in such Transaction Record shall govern unless otherwise agreed between the relevant Users.

The governing law of the Master Documents shall also govern the obligations created by any Transaction Record.

Transaction Record Data Elements:

Each Transaction Record governed by this Transaction Record Description will include the data elements set out in the table below. Such data elements shall have the meanings set forth or contemplated in the relevant Master Documents (unless the context clearly indicates an intent to identify product and transaction type, trade reference numbers, a transaction date or the Master Documents themselves), including meanings that may be set forth in the Applicable Publications or any other resource identified in the Master Documents (e.g., designated ISDA[®] Definitions). In the event of any inconsistency between a Transaction Record and the relevant Master Documents, the Transaction Record shall govern (unless otherwise agreed between Users).

The data elements specified in the table below set out information relating to certain data elements that Users will be required to provide. Actual Transaction Records submitted by Users may be different in terms of appearance and in the manner in which information is to be provided (e.g., data elements may be specified in FpML). Users should consult the Applicable Publications for further information on the inputting of data.

#	Data Element Name	Required vs. Optional (R/O)	Matching (Y/N)*	Means of Specifying Information	Validation
1	Transaction Type	R	Y	New Trades	Company will maintain a table of valid Transaction Type identifiers
2	Submitting User Trade Reference Number	R	N	Unique identifier input by User	40 character limit
3	Submitting User Message ID	O	N	Users may include an additional processing number for internal purposes (e.g., tracking)	70 character limit
4	Super ID	O	N	Identifier that may be used to group or link related transactions	40 character limit
5	Desk ID	O	N	Identifier that may be used to identify the relevant desk that executed the transaction	Valid identifier
6	Designated Party ID	O	N	Identifier that may be used by prime brokers to identify the prime broker's relevant customer with respect to the transaction	20 character limit
7	E-trading TRN	O	N	Transaction identifier assigned to the transaction by an applicable execution platform (e.g., TradeWeb or Market Axess)	40 character limit
8	Broker Name	O	N	Identifier that may be used to identify any applicable broker with respect to the transaction	40 character limit
9	Product Type	R	Y	Specify "CreditDefaultSwapIndex"	"CreditDefaultSwapIndex"
10	Index Name (including Series and Tenor if applicable)*	R	Y	Identified by text name, and, as described in the notes, unique identifiers maintained by a third party and supported by the Company*	52 character limit
11	Master Document Transaction Type	R	Y	Specify "TRX" <u>or</u> "IOS"	"TRX" <u>or</u> "IOS"
12	Master Document Date	R	Y	Identified by date of publication of the relevant Standard Terms Supplement	Valid date format
13	Documentation Type	R	Y	Specify "StandardTermsSupplement"	"StandardTermsSupplement"
14	Annex Date*	O	Y	Specify the applicable TRX annex date	Valid date format
15	Trade Date	R	Y	Any date	Valid date format
16	Effective Date*	R	Y	Any date	Valid date format
17	Scheduled Termination Date	R	Y	Any date	Valid date format
18	Floating Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*

#	Data Element Name	Required vs. Optional (R/O)	Matching (Y/N)*	Means of Specifying Information	Validation
19	Fixed Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
20	Fixed Rate*	R	Y	Specify zero. Expressed as a percentage (numerical - 5.550 would match 5.55)	Zero Any decimal number with up to 3 digits to the left of the decimal point and up to 8 to the right
21	Float Rate Amount *	R	Y	Positive integer and currency	Positive integer and ISO currency code
23	Independent Amount	O	Y	Expressed as a Percentage (numerical - 5.550 would match 5.55); in addition, credit support provider (payer) and credit support receiver (receiver) would be indicated by Company number assigned to the relevant User*	Any decimal number with up to 3 digits to the left of the decimal point and up to 5 to the right; Company will maintain table of User IDs to be used for payer and receiver*
24	Initial Payment*	R	Y	Positive integer, currency and identification of payer and payee by Company assigned ID*	Positive integer, ISO currency code and Company assigned ID of payer and payee*
25	Calculation Agent	R*	Y	Specify company number assigned to relevant party or “As specified in Master Agreement” or “AsSpecifiedInSTS”	Company number assigned to relevant party or “As specified in Master Agreement” or “AsSpecifiedInSTS”
26	Calculation Agent Business Center	R	Y	Specify “USNY”	USNY
27	Master Agreement Type	R	Y	Specify “AFB, “German”, “ISDA”, “Swiss” or “Other”	“AFB, “German”, “ISDA”, “Swiss” or “Other”
28	Master Agreement Date	R	Y	Any date	Valid date format
29	Additional Terms*	O	Y	Insert text	255 character limit
30	Comment*	O	N	Text	250 character limit

*The following **Notes** apply to the above table:

- **General:** No data element subject to matching will have a matching tolerance. All such data elements must match exactly.

- **Valid date format:** Valid date formats will be set forth in the Applicable Publications.
- **Item 10, Index Name (including Series and Tenor if applicable):** The Index Name identifiers referred to in the above table will be provided by a vendor designated by the Company. Initially such vendor shall be Markit Group Limited, who will provide 9 digit identifiers for each Index Name, with the first 6 digits identifying the Index Name and the last 3 identifying the specific version of the Index. The System will match identifiers and names as follows: (i) both names and identifiers must be submitted; (ii) if the identifier is valid, the Index Name will be compared to the static data provided by such vendor, and any discrepancy in the Index Name will be corrected based on such static data; and (iii) the system will convert text names to all capital letters and will match the names, including punctuation and spacing exactly.
- **Item 14, Annex Date:** This field will be overwritten to be the annex date corresponding to the Index Name identifier.
- **Item 16, Effective Date:** Any identification of Effective Date shall mean the exact date identified regardless of any business day convention adopted in any Master Document. Users are responsible for specifying the correct Effective Date for purposes of the relevant Master Documents. For TRX index swaps, this date should be the later of 1) the index annex date, or 2) the first of the month on or immediately prior to the trade date.
- **Items 18 and 19, Floating Rate Payer and Fixed Rate Payer:** These are the designations of the Users that are parties to the transaction. The submitted transmission must be identified as originating from the Family of either the Floating Rate Payer or the Fixed Rate Payer, or it will not be accepted.
- **Item 20, Fixed Rate:** ~~The Fixed Rate~~ If the Master Transaction Document Type is TRX, this field will be overwritten to be 0 (zero). If the Master Transaction Document Type is IOS, specify the fixed rate for the Index published by the Index Publisher as of the launch date.
- Item 21, Float Rate Currency: If the Master Transaction Document Type is "IOS", this field must be USD.
- **Item 23, Independent Amount:** A Transaction Record relating to an Eligible Transaction may indicate the Independent Amount (as defined in the governing Credit Support Annex, or similar document not so named, relating to the Master Agreement referred to in the Transaction Record or the applicable Master Confirmation Agreement). The Independent Amount must be expressed as a percentage and should be understood as a percentage of the Float Rate Amount. If an Independent Amount is indicated, the parties must also identify the credit support provider (payer) and credit support receiver (receiver) by Company assigned ID, similar to how Fixed Rate Payer and Floating Rate Payer are designated. One or another of the Fixed Rate Payer or Floating Rate Payer must also be the credit support provider or receiver. If an Independent Amount is not indicated, it does not mean that there is no Independent Amount, rather that

any Independent Amount applicable to the transaction or a portfolio containing the transaction is specified in a different document (e.g., an applicable Credit Support Annex, Master Confirmation Agreement, Master Agreement or similar document) and is not specified in the related Transaction Record. Users may indicate that the Independent Amount applicable to the Eligible Transaction to which the Transaction Record relates is linked to another transaction confirmed through the system (the “Linked Transaction”) by specifying “Linked to [trade id of Linked Transaction]” in Item ~~34.23~~. In the event such Linked Transaction is terminated, novated or otherwise amended, the Independent Amount may be reassessed in the sole discretion of the counterparty to the party with respect to which the Independent Amount applies (the “Independent Amount Determining Party”). Such reassessment shall be effective immediately upon the date of termination, novation or amendment of the Linked Transaction, unless otherwise delayed beyond such date by the Independent Amount Determining Party. The foregoing may be amended in accordance with, and is subject to, any relevant contract between the parties.

- **Item 24, Initial Payment:** The amount of the initial payment due under the Standard Terms Supplement with respect to the particular Eligible Transaction confirmed thereunder. The payment date is governed by such Standard Terms Supplement. The Transaction Record must also indicate the payer and payee (who must be one or the other of the Floating Rate Payer or Fixed Rate Payer) by use of the Company assigned ID in the same manner as Floating Rate Payer or Fixed Rate Payer are identified (see items 18 and 19).
- **Item 25, Calculation Agent:** ~~This~~If the Master Document Transaction Type is specified as “TRX”, this field will be overwritten to be blank, and the Calculation Agent(s) will be as provided in the applicable Standard Terms Supplement. If the Master Document Transaction Type is specified as “IOS”, this field will be overwritten to “AsSpecifiedInSTS”.
- **Item 26, Calculation Agent Business Center:** This field must be “USNY”.
- **Item 29, Additional Terms:** Users may insert up to 255 characters of free text specifying, among other things, additional terms applicable to the transaction (e.g., credit linkage terms). A submission of “N” or “n” as the sole character in this data element will be treated for matching purposes as if the data element had been left blank.
- **Item 30, Comment:** This data element is visible only to each User (and not its counterparty) and will only appear in each such User’s Transaction Record.

Transaction Record Description for Partial Terminations

Replaced Document and Data Elements:

The Replaced Document in respect of partial terminations shall in all cases be a termination agreement that would have been fully executed between the parties to a transaction in an Eligible Product that is being terminated in part or in full (where the outstanding notional amount of the related transaction is reduced to zero). The purpose of the termination agreement would be to evidence: the identity of the transaction being terminated in part or in full, the effective date of the termination in part or in full, the decrease in the notional amount, the outstanding notional amount after the partial termination or the reduction of the outstanding notional amount to zero after the full termination, and the payment, if any, to be made between the parties in connection with the termination. Notwithstanding any provision in any document evidencing and/or governing any Eligible Product intended to be terminated, each User agrees that the submission of Transaction Records by it and any other User through the System for partial termination of such transaction shall constitute an acceptable method under such document(s) for evidencing and confirming the partial or full termination of such transaction. Each User further agrees that Confirmed Transaction Records designating the product and transaction type governed by this Transaction Record Description and relating to the termination of a transaction in an Eligible Product shall constitute such User's agreement to partially or fully terminate such transaction as of the Partial Termination Effective Date identified in such Confirmed Transaction Records and to receive or pay the Payment Amount identified in such Confirmed Transaction Records on the Payment Settlement Date identified in such Confirmed Transaction Records, and that following such termination and payment, neither party shall have any obligation to the other under such transaction with respect to the portion of the notional amount so terminated (and in cases where as a result of the termination the outstanding notional amount of such transaction is reduced to zero, with respect to such transaction in its entirety).

Where the transaction being partially terminated was originally confirmed through the System, it will be identified by User Trade Reference Numbers for the original transaction, which numbers are recorded by the System for each Confirmed Transaction Record. Where the transaction being terminated was not originally confirmed through the System, it will be identified by certain data elements set forth in the table below. Users are responsible for assuring that these elements are sufficient to uniquely identify the transaction to be terminated. **Matching on these elements is for identification purposes only, and shall not be effective to retroactively change the terms of the transaction being terminated.**

The transaction that is being partially terminated is terminated only to the extent of the decrease in the notional amount indicated in the relevant Confirmed Transaction Record that corresponds to the data element named "Affected Notional Amount", with the outstanding Float Rate Amount (if any) effective after the effective date of the partial termination being the amount indicated in the relevant Confirmed Transaction Record

that corresponds to the data element named “Outstanding Notional Amount” set out in the table below.

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)	Means of Specifying Information	Validation
	For All Partial Terminations				
1	Transaction Type	R	Y	Partial Termination	Company will maintain a table of valid Eligible Transaction identifiers.
2	Product Type	R	Y	Specify "CreditDefaultSwapIndex"	"CreditDefaultSwapIndex"
3	Submitting User Reference Number for Original Transaction*	R*	N*	Unique identifier input by User. To terminate a transaction confirmed through System, must match data element 2 in original Transaction Record.	40 character limit
4	Submitting User Reference Number Supplement	R	N	Unique identifier input by User to distinguish between multiple unconfirmed transactions.	16 character limit
5	Submitting User Message ID	O	N	Users may include in an additional processing number for internal purposes (e.g., tracking)	70 character limit
6	Super ID	O	N	Identifier that may be used to group or link related transactions	40 character limit
7	Desk ID	O	N	Identifier that may be used to identify the relevant desk that executed the transaction	Valid identifier
8	Designated Party ID	O	N	Identifier that may be used by prime brokers to identify the prime broker's relevant customer with respect to the transaction	20 character limit
9	E-trading TRN	O	N	Transaction identifier assigned to the transaction by an applicable execution platform (e.g., TradeWeb or Market Axess)	40 character limit
10	Broker Name	O	N	Identifier that may be used to identify any applicable broker with respect to the transaction	40 character limit
11	Payer*	R	Y	Company number assigned to User	Company will maintain a table of User IDs*
12	Payment Amount	R	Y	Amount of termination payment; matching tolerance of one currency unit	Positive Integer
13	Payment Currency	R	Y	Currency of termination payment	ISO currency code
14	Payment Settlement Date	R	Y	Date of termination payment	Valid date format*
15	Partial Termination Trade Date	R	Y	Trade Date of the partial termination transaction	Valid date format
16	Partial Termination Effective Date*	R	Y	Effective date of partial termination*	Valid date format
17	Affected Notional Amount*	R	Y	Notional amount being terminated and currency	Positive integer and ISO currency code
18	Outstanding Notional*	R	Y	Notional amount remaining following termination and currency	Positive integer and ISO currency code
19	Comment*	O	N	Text	250 character limit

	Additional Elements for When Original Trade not in System				
20	Original Trade Date	C - required if terminated contract not confirmed through System	N	Trade Date of the original transaction	Valid date format
21	Scheduled Termination Date	R	Y	Scheduled Termination Date of original transaction	Valid date format
22	Floating Rate Payer	C	Y	Company number assigned to User	Company will maintain a table of User IDs
23	Fixed Rate Payer	C	Y	Company number assigned to User	Company will maintain a table of User IDs
24	Index Name (including Series and Tenor if applicable)*	R	Y	Identified by text name, and, as described in the notes, unique identifiers maintained by a third party and supported by the Company*	52 character limit
25	Fixed Rate	R	Y	Specify zero Expressed as a percentage (numerical - 5.550 would match 5.55)	Zero Any decimal number with up to 3 digits to the left of the decimal point and up to 8 to the right
26	Float Rate Amount	C	Y	Original notional amount and currency of terminated trade	Positive Integer and ISO currency code

*The following **Notes** apply to the above table:

- **General:** No data element subject to matching will have a matching tolerance other than item 12, which has a matching tolerance of one currency unit (e.g., 1 Euro if the currency is Euro). All other data elements subject to matching must match exactly.
- **Valid date format:** Valid date formats will be set forth in the Applicable Publications.
- **Item 3, Submitting User Reference Number for Original Transaction:** Although the Submitting User Reference Numbers for Original Transaction that are submitted by the separate parties to a partial termination need not, and will not, match, the status of Confirmed for a partial termination of a transaction originally confirmed through the System will require that each such Submitting User Reference Numbers for Original Transaction match exactly data element 3 in the Transaction Record submitted by that User for the original transaction as Confirmed.
- **Item 10, Payer:** This is the designation of the User that is the Payer of the Payment Amount under the transaction.
- **Item 17, Affected Notional Amount, and Item 18, Outstanding Notional Amount:** The transaction that is being terminated is terminated to the extent of the affected notional amount indicated in item 17, with the

outstanding Floating Rate Payer Calculation Amount (if any) effective after the effective date of the partial termination being the amount specified in item 18.

- ***Item 19, Comment:*** This data element is visible only to each User (and not its counterparty) and will only appear in each such User's Transaction Record.
- ***Item 24, Index Name (including Series and Tenor if applicable):*** The Index Name identifiers referred to in the above table will be provided by a vendor designated by the Company. Initially such vendor shall be Markit Group Limited, who will provide 9 digit identifiers for each Index Name, with the first 6 digits identifying the Index Name and the last 3 identifying the specific version of the Index.

Transaction Record Description for Assignments

Replaced Document:

The Replaced Document for assignments of trades that are TRX or IOS index swaps on an Eligible Product shall in all cases be a “Novation Confirmation” that is in the form of Exhibit C to the 2004 ISDA Novation Definitions and that confirms the terms and conditions of a novation transaction, or assignment, entered into among three or four Users. Pursuant to such a novation transaction, an existing transaction (which may or may not have been confirmed through the System) (the “Old Transaction”) between two Users may be assigned in whole or in part by one or both such Users (each, a “Transferor”) to another User or two other Users (each, a “Transferee”), resulting in a new transaction (the “New Transaction”) between the Transferee and the remaining party to the Old Transaction (the “Remaining Party”) or between two Transferees. The Novation Confirmation permits the parties to a Novation Confirmation to attach an Old Confirmation and a New Confirmation (as such terms are defined in the 2004 ISDA Novation Definitions) to a Novation Confirmation; therefore, the Old Confirmation and New Confirmation are also Replaced Documents. Related Master Documents for Old Transactions shall be:

- Old Master Agreement – identified pursuant to the Transaction Record—consisting of an ISDA Master Agreement that has been executed by the Transferor and the Remaining Party. Any reference in a Transaction Record to a Master Agreement shall be to the Master Agreement as it may have been, and may subsequently be, amended, supplemented or modified by the parties thereto.
- Standard Terms Supplement – as determined in the subheading “Standard Terms Supplement” in the Transaction Record Description for New Trades above.

The Company shall not be responsible for a User’s failure to properly identify the Master Agreement or relevant Standard Terms Supplement.

Related Master Documents for New Transactions shall be:

- New Master Agreement – identified pursuant to the Transaction Record—consisting of an ISDA Master Agreement that has been executed by the Transferee and the Remaining Party. Any reference in a Transaction Record to a Master Agreement shall be to the Master Agreement as it may have been, and may subsequently be, amended, supplemented or modified by the parties thereto. All provisions contained in, or incorporated by reference in, the Master Agreement shall govern the Replaced Document except as expressly modified herein or in the applicable Standard Terms

Supplement. With respect to such other Master Agreement types specified in the Transaction Record:

- If the Master Agreement Type is “German”, the German Master Agreement for Financial Derivatives Transactions (Rahmenvertrag für Finanztermingeschäfte)
 - If the Master Agreement Type is “AFB”, the AFB/FBF Convention-cadre relative aux opérations de marché à terme.
 - If the Master Agreement Type is “Swiss”, the Swiss Master Agreement for over-the-counter (OTC) Derivatives.
- Standard Terms Supplement – Notwithstanding anything to the contrary herein, if the Master Document Transaction Type in each of the Transferee’s and the Remaining Party’s Transaction Record is as specified in one of the clauses below, the Transferee and the Remaining Party shall be deemed to have incorporated into the Replaced Document a standard terms supplement (a “Standard Terms Supplement”) as follows:
- ~~Standard Terms Supplement~~— (a) if the Master Document Transaction Type is “TRX”, the Transferee and the Remaining Party shall be deemed to have incorporated into the Replaced Document the Markit TRX[®] Standard Terms Supplement, as published by Markit Group Limited as of the date specified in Master Document Date in the Transaction Record (the “Standard Terms Supplement”). With respect to any such Standard Terms Supplement, the following additional elections and provisions shall apply:
- The Notional Amount will be the amount specified as the “Float Rate Amount (New)” in the Transaction Record.
 - The Termination Date will be the date specified as the “Scheduled Termination Date” in the Transaction Record.
- (b) if the Master Document Transaction Type is “IOS”, the Markit IOS[®] Standard Terms Supplement, as published by Markit Group Limited as of the date specified in the Master Document Date in the Transaction Record. With respect to any such Standard Terms Supplement, the following additional elections and provisions shall apply:
- The Notional Amount will be the amount specified as the “Float Rate Amount (New)” in the Transaction Record.

The Company shall not be responsible for a User’s failure to properly identify the Master Agreement or relevant Standard Terms Supplement, as applicable.

Without limiting any other provisions of the Operating Procedures or the User Agreement, each User submitting a ~~TRX~~an index swap trade subject to this Appendix shall be deemed to represent, warrant and agree with the Company that it has obtained, and will maintain in effect during the term of such trade, any license or other rights with respect to the underlying index required in connection with the execution of such trade and the submission and confirmation thereof through the System.

Matching Process:

The Transferor, the Transferee, and the Remaining Party will submit records that collectively identify the Old Transaction, describe the terms of the assignment, and detail the terms of the New Transaction. Each assignment transaction record submitted is matched against the submissions of the two other parties. Regardless of the submission order, the Transferor and Transferee records are matched first; then, the Remaining Party record is compared with this matched pair of records. Only when all three records match is the status of the assignment “Confirmed”. When only the Transferee and Transferor records match, the status of the assignment is “Matched”.

Certain Trade Record Data Elements are not shown to all parties to the Novation Transaction.

Novation Confirmation Items:

The Transaction Record Data Elements set forth in a Transaction Record cover the items set forth in the Novation Confirmation. Except as otherwise indicated herein, capitalized terms used herein but not defined herein are used as defined in the Novation Confirmation. Paragraph numbers indicated below correspond to the paragraph numbers in the Novation Confirmation.

Paragraph 1:

- The appropriate ISDA definitional booklet referenced in Item 1 is the 2006 ISDA Definitions.

Paragraph 2:

- Novation Date is the equivalent of Novation Date in the Transaction Record Data Elements.
- Novated Amount is the equivalent of Novated Amount, Currency in the Transaction Record Data Elements.
- Where a Transaction Record does not designate a Remaining Party 2, Transferor, Transferee and Remaining Party are the equivalents of Transferor, Transferee and Remaining Party, respectively, in the Transaction Record Data Elements. Where a Transaction Record does designate a Remaining Party 2, Transferor 1 is the equivalent of the Transferor in the Transaction Record Data Elements; Transferor 2 is the equivalent of the Remaining Party in the Transaction Record Data Elements; Transferee 1 is the equivalent of Transferee in the Transaction Record Data Elements; and Transferee 2 is the equivalent of Remaining Party 2 in the Transaction Record Data Elements.
- New Agreement is the ISDA Master Agreement referred to in the applicable Transaction Record. The Users’ obligations to each other under the New Transaction shall be governed by the governing law of the New Master Documents.

Paragraph 3:

In lieu of attaching a copy of the Old Confirmation to the Novation Confirmation, the parties agree to specify the information that would otherwise have been contained in the Old Confirmation by electronically designating both the date of the relevant Standard Terms Supplement and the transaction terms that were (or but for electronic confirmation of the Old Transaction would have been) specified in a related Confirmation (or similar document not so named).

The terms of the Old Transaction are so specified for identification purposes only, and shall not be effective to retroactively change the terms of the Old Transaction being assigned. Users are responsible for assuring that these elements are sufficient to uniquely identify the Old Transaction to be assigned.

As set forth in the table below or in the Applicable Publications, certain Transaction Record Data Elements relating to the Old Transaction are subject to matching for all parties to the Novation Confirmation and certain Transaction Record Data Elements are, when used, subject to matching for the Transferor and Remaining Party only.

Paragraph 4:

In lieu of attaching a copy of the New Confirmation to the Novation Confirmation, the parties agree to specify the information that would otherwise have been contained in the New Confirmation by electronically designating both the date of the relevant Standard Terms Supplement and the transaction terms that would otherwise have been specified in a related Confirmation (or similar document not so named).

As set forth in the table below or in the Applicable Publications, certain Transaction Record Data Elements relating to the New Transaction are subject to matching for all parties to the Novation Confirmation and certain Transaction Record Data Elements are, when used, subject to matching for the Transferor and Remaining Party only.

Paragraph 7:

Given that the Novation Transaction is being confirmed through the System, the parties agree that the Notice Details are not necessary for completion of the Novation Confirmation.

Paragraph 8:

In lieu of Paragraph 8, the parties agree as follows: The parties confirm their acceptance to be bound by a Novation Confirmation as of the Novation Date by submitting Transaction Records through the System. The Transferor, by so submitting Transaction Records, agrees to the terms of the Novation Confirmation as it relates to each Old Transaction. The Transferee, by so submitting Transaction Records, agrees to the terms of the Novation Confirmation as it relates to each New Transaction.

Notwithstanding any provision in the related Master Documents or the Novation Confirmation, each User agrees that the submission of Transaction Records by it and any other User through the System shall constitute an acceptable method under such Master Documents for evidencing and confirming the terms to be specified in any Novation Confirmation referenced in or to be governed by such Master Documents. Each User further agrees that Confirmed Transaction Records designating the Eligible Product and Eligible Transaction governed by this Transaction Record Description and referencing the relevant Master Documents shall (1) have the same legal effect as a fully executed Replaced Document entered into pursuant to and subject to the terms of such Master Documents and (2) evidence a novation transaction agreed among the Transferor, Transferee and Remaining Party whose terms and provisions will be set forth in, governed by, construed in accordance with and subject to the Confirmed Transaction Records themselves, such Master Documents, Novation Confirmation and these Operating Procedures, including this Transaction Record Description.

In the event that the features specified in a Transaction Record differ from those specified in the relevant Master Document, the features specified in such Transaction Record shall govern unless otherwise agreed between the relevant Users.

Transaction Record Data Elements:

Each Transaction Record governed by this Transaction Record Description will include the data elements set out in the table below. Such data elements shall have the meanings set forth or contemplated in the relevant Master Documents (unless the context clearly indicates an intent to identify product and transaction type, trade reference numbers, a transaction date or the Master Documents themselves), including meanings that may be set forth in the Applicable Publications or any other resource identified in the Master Documents (e.g., designated ISDA® Definitions). In the event of any inconsistency between a Transaction Record and the relevant Master Documents, the Transaction Record shall govern (unless otherwise agreed between Users).

The data elements specified in the table below set out information relating to certain data elements that Users will be required to provide. Actual Transaction Records submitted by Users may be different in terms of appearance and in the manner in which information is to be provided (e.g., data elements may be specified in FpML). Users should consult the Applicable Publications for further information on the inputting of data.

The following are the data elements to be included in the Transferee's Transaction Record:

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)*	Means of Specifying Information	Validation
1	Transferor	R	Y	Company number assigned to User	Company will maintain table of User IDs*
2	Transferee	R	Y	Company number assigned to User	Company will maintain table of User IDs*
3	Remaining Party*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
4	Super ID	O	N	Identifier that may be used to group or link related transactions	40 character limit
5	Desk ID	O	N	Identifier that may be used to identify the relevant desk that executed the transaction	Valid identifier
6	Designated Party ID	O	N	Identifier that may be used by prime brokers to identify the prime broker's relevant customer with respect to the transaction	20 character limit
7	E-trading TRN	O	N	Transaction identifier assigned to the transaction by an applicable execution platform (e.g., TradeWeb or Market Axess)	40 character limit
8	Broker Name	O	N	Identifier that may be used to identify any applicable broker with respect to the transaction	40 character limit
9	Novation Date	R	Y	Any date	Valid date format
9A	Novation Trade Date	R	Y	Any date	Valid date format
10	Aggregate Novated Amount, Currency*	R	Y	Positive integer and currency	Positive integer and ISO currency code
11	Transaction Type	R	Y	Assignments	Company will maintain a table of valid Eligible Transaction identifiers.
12	Product Type	R	Y	Specify "CreditDefaultSwapIndex"	"CreditDefaultSwapIndex"
13	Master Document Transaction Type (New)	R	N/Y*	Specify "TRX" <u>or</u> "IOS"	TRX <u>or</u> IOS
14	Documentation Type (New)	R	N/Y*	Specify "StandardTermsSupplement"	"StandardTermsSupplement"
15	Fixed Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
16	Floating Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
17	Fixed Rate	R	Y	Specify zero <u>Expressed as a percentage (numerical - 5.550 would match 5.55)</u>	Zero <u>Any decimal number with up to 3 digits to the left of the decimal point and up to 8 to the right</u>
18	Scheduled Termination Date	R	Y	Any date	Valid date format

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)*	Means of Specifying Information	Validation
19	Float Rate Amount (New)*	R	N/Y*	Positive integer and currency	Positive integer and ISO currency code
20	Independent Amount (New)	O	N/Y*	Expressed as a Percentage (numerical - 5.550 would match 5.55); in addition, credit support provider (payer) would be indicated by Company number assigned to the relevant User*	Any decimal number with up to 3 digits to the left of the decimal point and up to 5 to the right; Company will maintain table of User IDs to be used for payer*
21	Calculation Agent (New)	R	N/Y*	Specify company number assigned to relevant party or "As specified in Master Agreement" <u>or</u> "AsSpecifiedInSTS"	Company number assigned to relevant party or "As specified in Master Agreement" <u>or</u> "AsSpecifiedInSTS"
22	Calculation Agent Business Center (New)	R	N/Y*	Specify "USNY"	USNY
23	Master Document Date (New)	R	N/Y*	Identified by date of publication of the relevant Standard Terms Supplement*	Valid date format
24	Master Agreement Type (New)	R	N/Y*	Specify "AFB," "German," "ISDA," "Swiss" or "Other"	"AFB," "German," "ISDA," "Swiss" or "Other"
25	Master Agreement Date (New)	R	N/Y*	Any date	Valid date format
26	Additional Terms (New)*	O	N/Y	Insert text	255 character limit
27	Submitting User New Trade Reference Number*	O*	N	Unique identifier input by User	40 character limit
28	Submitting User New Message ID	O	N	Users may include an additional processing number for internal purposes (e.g., tracking)	70 character limit
29	Index Name (including Series and Tenor if applicable) (New)*	R	N/Y*	Identified by text name, and, as described in the notes, unique identifiers maintained by a third party and supported by the Company*	52 character limit
30	Annex Date (New)*	O	N/Y*	Specify the applicable TRX annex date	Valid date format
31	Full First Calculation Period	O	Y	"Applicable" or "Not Applicable"	"Applicable" or "Not Applicable"
32	Payer	R	Y/N*	Company number assigned to User	Company will maintain table of User IDs*
33	Payment Date	R	Y/N*	Any date	Valid date format
34	Payment Amount	R	Y/N*	Positive integer and currency	Positive integer and ISO currency code
35	Comment*	O	N	Text	250 character limit

*The following **Notes** apply to the above table:

- **General:** No data element subject to matching will have a matching tolerance. All such data elements must match exactly.
- **Valid date format:** Valid date formats will be set forth in the Applicable Publications.
- **Matching (Y/N) column:** For items indicating a “Y”, Transferee’s Transaction Record must match the equivalent items in both Transferor’s Transaction Record and Remaining Party’s Transaction Record. With respect to Items 3, 15, 16 and Items indicating either Y/N or N/Y, see the Notes to those items below.
- **Items 1 through 3, Transferor, Transferee and Remaining Party, 15 and 16, Floating Rate Payer and Fixed Rate Payer , and 32, Payer:** These are the designations of the Users that are parties to the transaction. The submitted transmission must be identified as originating from the Family of the appropriate User, or it will not be accepted. The Floating Rate Payer and Fixed Rate Payer indicated herein are the Floating Rate Payer and Fixed Rate Payer in the New Transaction. Matching with respect to Fixed Rate Payer and Floating Rate Payer is as follows: Transferee will name itself in the position of either Fixed Rate Payer or Floating Rate Payer, and will name Remaining Party in the other position (i.e., Fixed Rate Payer or Floating Rate Payer). On the Transferor’s Transaction Record, in order to match Transferee’s Transaction Record, Transferor must name (i) itself in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Transferee had named itself, and (ii) its Remaining Party in the other position (i.e., either Fixed Rate Payer or Floating Rate Payer). On the Remaining Party’s Transaction Record, in order to match Transferee’s Transaction Record, Remaining Party must name (i) itself in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Transferee had named its Remaining Party, and (ii) Transferor in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Transferee had named itself.
- **Item 3, Remaining Party:** For a four party assignment, the Transferee names the Remaining Party 2. For matching with respect to four party assignments, see the Note to Items 3 and 3A in the Remaining Party’s Transaction Record Data Elements.
- **Item 10, Aggregate Novated Amount, Currency:** This is the same amount as the Aggregate Notional Amount for the New Transaction.
- **Items 13-14, 19-26, 29-30, Master Document Transaction Type (New), Documentation Type (New), Float Rate Amount (New), Independent Amount (New), Calculation Agent (New), Calculation Agent Business Center (New), Master Document Date (New), Master Agreement Type (New), Master Agreement Date (New), Index Name (New) and Annex Date (New):** For matching between Transferee and Transferor, No; for matching between Transferee and Remaining Party, Yes. Item 19, Float Rate Amount (New), is

matched against Item 10, Aggregate Novated Amount, Currency, in the Remaining Party's Transaction Record.

- **Item 17, Fixed Rate:** ~~The Fixed Rate~~If the Master Transaction Document Type is TRX, this field will be overwritten to be 0 (zero). If the Master Transaction Document Type is IOS, specify the fixed rate for the Index published by the Index Publisher as of the launch date.
- **Item 19, Float Rate Amount (New):** This is the same amount as the Aggregate Novated Amount, Currency.
- **Item 20, Independent Amount (New):** A Transaction Record relating to an Eligible Transaction may indicate the Independent Amount (New) (Independent Amount, as defined in the governing Credit Support Annex, or similar document not so named, relating to the Master Agreement referred to in the Transferee's and the Remaining Party's Transaction Record or in the applicable New Master Confirmation Agreement). The Independent Amount (New) must be expressed as a percentage and should be understood as a percentage of the Float Rate Amount. If an Independent Amount (New) is indicated, the parties must also identify the credit support provider (payer) by Company assigned ID, similar to how Fixed Rate Payer and Floating Rate Payer are designated. One or another of the Fixed Rate Payer or Floating Rate Payer must also be the credit support provider. If an Independent Amount (New) is not indicated, it does not mean that there is no Independent Amount (New), rather that any Independent Amount (New) applicable to the transaction or a portfolio containing the transaction is specified in a different document (e.g., an applicable Credit Support Annex, Master Confirmation Agreement, Master Agreement or similar document) and is not specified in the related Transaction Record. Users may indicate that the Independent Amount applicable to the Eligible Transaction to which the Transaction Record relates is linked to another transaction confirmed through the system (the "Linked Transaction") by specifying "Linked to [trade id of Linked Transaction]" in Item ~~31~~20. In the event such Linked Transaction is terminated, novated or otherwise amended, the Independent Amount may be reassessed in the sole discretion of the counterparty to the party with respect to which the Independent Amount applies (the "Independent Amount Determining Party"). Such reassessment shall be effective immediately upon the date of termination, novation or amendment of the Linked Transaction, unless otherwise delayed beyond such date by the Independent Amount Determining Party. The foregoing may be amended in accordance with, and is subject to, any relevant contract between the parties.
- **Item 21, Calculation Agent (New):** ~~This~~If the Master Document Transaction Type is "TRX", this field will be overwritten to be blank, and the Calculation Agent(s) will be as provided in the applicable Standard

Terms Supplement. If the Master Document Transaction Type is “IOS”, this field will be overwritten to be “AsSpecifiedInSTS”.

- **Item 22, Calculation Agent Business Center (New):** This field must be “USNY”.
- **Item 26, Additional Terms (New):** Users may insert up to 255 characters of free text specifying, among other things, additional terms applicable to the transaction (e.g., credit linkage terms). A submission of “N” or “n” as the sole character in this data element will be treated for matching purposes as if the data element had been left blank.
- **Item 27, Submitting User New Trade Reference Number:** Required if the assignment is a partial assignment.
- **Item 29, Index Name (including Series and Tenor if applicable) (New):** The Index Name identifiers referred to in the above table will be provided by a vendor designated by the Company. Initially such vendor shall be Markit Group Limited, who will provide 9 digit identifiers for each Index Name, with the first 6 digits identifying the Index Name and the last 3 identifying the specific version of the Index. The System will match identifiers and names as follows: (i) both names and identifiers must be submitted; (ii) if the identifier is valid, the Index Name will be compared to the static data provided by such vendor, and any discrepancy in the Index Name will be corrected based on such static data; and (iii) the system will convert text names to all capital letters and will match the names, including punctuation and spacing exactly. As an operational matter, the Company will, with respect to transactions between Users who have access to the identifiers and Users who do not, periodically check identifiers submitted by Users with access against the names associated with them in its database (as supplied by the designated vendor) and will inform such Users of any apparent discrepancies between the text names submitted by such Users and the names in the Company’s database. Where there will be a change in Index Name between the Old Transaction and the New Transaction, this field should reflect the Index Name under the New Transaction.
- **Item 30, Annex Date (New):** This field will be overwritten to be the annex date corresponding to the Index Name identifier.
- **Items 32 through 34, Payer, Payment Date, and Payment Amount:** for matching between Transferee and Transferor, Yes; for matching between Transferee and Remaining Party, No. Remaining Party does not see these items on its Transaction Record.
- **Item 35, Comment:** This data element is visible only to the Transferee and will only appear in the Transferee’s Transaction Record.

The following are the data elements to be included in the Transferor's Transaction Record:

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)*	Means of Specifying Information	Validation
1	Transferor	R	Y	Company number assigned to User	Company will maintain table of User IDs*
2	Transferee	R	Y	Company number assigned to User	Company will maintain table of User IDs*
3	Remaining Party*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
4	Super ID	O	N	Identifier that may be used to group or link related transactions	40 character limit
5	Desk ID	O	N	Identifier that may be used to identify the relevant desk that executed the transaction	Valid identifier
6	Designated Party ID	O	N	Identifier that may be used by prime brokers to identify the prime broker's relevant customer with respect to the transaction	20 character limit
7	E-trading TRN	O	N	Transaction identifier assigned to the transaction by an applicable execution platform (e.g., TradeWeb or Market Axess)	40 character limit
8	Broker Name	O	N	Identifier that may be used to identify any applicable broker with respect to the transaction	40 character limit
9	Novation Date	R	Y	Any date	Valid date format
9A	Novation Trade Date	R	Y	Any date	Valid date format
10	Aggregate Novated Amount, Currency	R	Y	Positive integer and currency	Positive integer and ISO currency code
11	Transaction Type	R	Y	Assignments	Company will maintain a table of valid Eligible Transaction identifiers.
12	Product Type	R	Y	Specify "CreditDefaultSwapIndex"	"CreditDefaultSwapIndex"
13	Master Document Transaction Type (Old)	R	N/Y*	Specify "TRX" <u>or</u> "IOS"	TRX <u>or</u> IOS
14	Documentation Type (Old)	R	N/Y*	Specify "StandardTermsSupplement"	"StandardTermsSupplement"
15	Fixed Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
16	Floating Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
17	Fixed Rate	R	Y	Specify zero Expressed as a percentage (numerical - 5.550 would match 5.55)	Zero Any decimal number with up to 3 digits to the left of the decimal point and up to 8 to the right
18	Scheduled Termination Date	R	Y	Any date	Valid date format

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)*	Means of Specifying Information	Validation
19	Independent Amount (Old)	O	N	Expressed as a Percentage (numerical – 5.550 would match 5.55); in addition, credit support provider (payer) would be indicated by Company number assigned to the relevant User*	Any decimal number with up to 3 digits to the left of the decimal point and up to 5 to the right; Company will maintain table of User IDs to be used for payer*
20	Calculation Agent (Old)	R	N/Y*	Specify company number assigned to relevant party or “As specified in Master Agreement”	Company number assigned to relevant party or “As specified in Master Agreement”
21	Calculation Agent Business Center (Old)	R	N/Y*	Specify “USNY”	USNY
22	Master Document Date (Old)	R	N/Y*	Identified by date of publication of the relevant Standard Terms Supplement*	Valid date format
23	Master Agreement Type (Old)	R	N/Y*	Specify “ AFB , “ German ”, “ ISDA ”, “ Swiss ” or “ Other ”	“ AFB ”, “ German ”, “ ISDA ”, “ Swiss ” or “ Other ”
24	Master Agreement Date (Old)	R	N/Y*	Any date	Valid date format
25	Initial Payment (Old)	R	N/Y*	Positive integer, currency and identification of payer and payee by Company assigned ID*	Positive integer, ISO currency code and Company assigned ID of payer and payee*
26	Additional Terms (Old)*	O	N/Y	Insert text	255 character limit
27	Submitting User Old Trade Reference Number	R	N*	Unique identifier input by User	40 character limit
28	Trade Reference Number Supplement*	R	N	Unique identifier input by User	16 character limit
29	Submitting User Old Message ID	O	N	Users may include an additional processing number for internal purposes (e.g., tracking)	70 character limit
30	Aggregate Notional Amount, Currency (Old)	R	N/Y*	Positive integer and currency	Positive integer and ISO currency code
31	Index Name (including Series and Tenor if applicable) (Old)*	R	N/Y*	Identified by text name, and, as described in the notes, unique identifiers maintained by a third party and supported by the Company*	52 character limit
32	Annex Date (Old)*	O	N/Y*	Specify the applicable TRX annex date	Valid date format
33	Trade Date (Old)	R	N/Y*	Any date	Valid date format
34	Effective Date (Old)*	R	N/Y*	Any date	Valid date format
35	Full First Calculation Period	O	Y	“Applicable” or “Not Applicable”	“Applicable” or “Not Applicable”
36	Payer	R	Y/N*	Company number assigned to User	Company will maintain table of User IDs*
37	Payment Date	R	Y/N*	Any date	Valid date format
38	Payment Amount	R	Y/N*	Positive integer and currency	Positive integer and ISO currency code
39	Comment*	O	N	Text	250 character limit

*The following **Notes** apply to the above table:

- **General:** No data element subject to matching will have a matching tolerance. All such data elements must match exactly.
- **Valid date format:** Valid date formats will be set forth in the Applicable Publications.
- **Matching (Y/N) column:** For items indicating a “Y”, Transferor’s Transaction Record must match the equivalent items in both Transferee’s Transaction Record and Remaining Party’s Transaction Record. With respect to Items 3, 15, 16, and Items indicating either Y/N or N/Y, see the Notes to those items below.
- **Items 1 through 3, Transferor, Transferee and Remaining Party, 15 and 16, Floating Rate Payer and Fixed Rate Payer, and 36, Payer:** These are the designations of the Users that are parties to the transaction. The submitted transmission must be identified as originating from the Family of the appropriate User, or it will not be accepted. The Floating Rate Payer and Fixed Rate Payer indicated herein are the Floating Rate Payer and Fixed Rate Payer in the Old Transaction. Matching with respect to Fixed Rate Payer and Floating Rate Payer is as follows: Transferor will name itself in the position of either Fixed Rate Payer or Floating Rate Payer, and will name Remaining Party in the other position (i.e., Fixed Rate Payer or Floating Rate Payer). On the Transferee’s Transaction Record, in order to match the Transferor’s Transaction Record, Transferee must name (i) itself in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Transferor had named itself, and (ii) its Remaining Party in the other position (i.e., Fixed Rate Payer or Floating Rate Payer). On the Remaining Party’s Transaction Record, in order to match the Transferor’s Transaction Record, Remaining Party must name (i) itself in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Transferor had named its Remaining Party, and (ii) Transferee in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Transferor had named itself.
- **Item 3, Remaining Party:** For a four party assignment, the Transferor names the Remaining Party. For matching with respect to four party assignments, see the Note to Items 3 and 3A in the Remaining Party’s Transaction Record Data Elements below.
- **Items 13-14, 19-26, 30-34, Master Document Transaction Type (Old), Documentation Type (Old), First Payment Date (Old), Calculation Agent (Old), Calculation Agent Business Center (Old), Master Document Date (Old), Master Agreement Type (Old), Master Agreement Date (Old), Initial Payment (Old), Aggregate Notional Amount, Currency (Old), Index Name (Old), Annex Date (Old), Trade Date (Old), Effective Date (Old):** For matching between Transferee and Transferor, No; for matching between Transferor and Remaining Party, Yes.

- **Item 17, Fixed Rate:** ~~The Fixed Rate~~ If the Master Transaction Document Type is TRX, this field will be overwritten to be 0 (zero). If the Master Transaction Document Type is IOS, specify the fixed rate for the Index published by the Index Publisher as of the launch date.
- **Item 19, Independent Amount (Old):** A Transaction Record relating to an Eligible Transaction may indicate the Independent Amount (Old) (Independent Amount, as defined in the governing Credit Support Annex, or similar document not so named, relating to the Master Agreement referred to in each of Transferor's and the Remaining Party's Transaction Record or in the applicable Old Master Confirmation Agreement). The Independent Amount (Old) must be expressed as a percentage and should be understood as a percentage of the Float Rate Amount. If an Independent Amount (Old) is indicated, the parties must also identify the credit support provider (payer) by Company assigned ID, similar to how Fixed Rate Payer and Floating Rate Payer are designated. One or another of the Fixed Rate Payer or Floating Rate Payer must also be the credit support provider. If an Independent Amount (Old) is not indicated, it does not mean that there is no Independent Amount (Old), rather that any Independent Amount (Old) applicable to the transaction or a portfolio containing the transaction is specified in a different document (e.g., an applicable Credit Support Annex, Master Confirmation Agreement, Master Agreement or similar document) and is not specified in the related Transaction Record. Users may indicate that the Independent Amount applicable to the Eligible Transaction to which the Transaction Record relates is linked to another transaction confirmed through the system (the "Linked Transaction") by specifying "Linked to [trade id of Linked Transaction]" in Item ~~32-19~~. In the event such Linked Transaction is terminated, novated or otherwise amended, the Independent Amount may be reassessed in the sole discretion of the counterparty to the party with respect to which the Independent Amount applies (the "Independent Amount Determining Party"). Such reassessment shall be effective immediately upon the date of termination, novation or amendment of the Linked Transaction, unless otherwise delayed beyond such date by the Independent Amount Determining Party. The foregoing may be amended in accordance with, and is subject to, any relevant contract between the parties.
- **Item 25, Initial Payment (Old):** The amount of the initial payment due under the Standard Terms Supplement applicable to the Old Transaction with respect to the particular Eligible Transaction confirmed thereunder. The payment date is governed by such Standard Terms Supplement. The Transaction Record must also indicate the payer and payee (who must be one or the other of the Fixed Rate Payer or Floating Rate Payer) by use of the Company assigned ID in the same manner as Fixed Rate Payer and Floating Rate Payer are identified (see items 15 and 16).
- **Item 26, Additional Terms (Old):** Users may insert up to 255 characters of free text specifying, among other things, additional terms applicable to the transaction (e.g., credit linkage terms). A submission of

“N” or “n” as the sole character in this data element will be treated for matching purposes as if the data element had been left blank.

- **Item 29, Submitting User Old Trade Reference Number:** Although the Submitting User Old Trade Reference Numbers that are submitted by the separate parties to an assignment need not, and will not, match, the status of Confirmed for an assignment of a transaction originally confirmed through the System will require that each such Submitting User Old Trade Reference Number match exactly the equivalent data element in the Transaction Record submitted by that User for the original transaction as Confirmed. Where the assigned trade was not originally confirmed through the System, this number will be used solely as the transaction reference number for the assignment itself. In that case, this data element will not be used to identify the transaction to be assigned (rather the data elements pertaining to the Old Transaction will be so used) and the assignment will not be ineffective due to the failure of this number to conform to the actual User trade reference number for the Old Transaction.
- **Item 30, Aggregate Notional Amount, Currency (Old):** This refers to the Float Rate Amount (Old) just before the assignment.
- **Item 31, Index Name (including Series and Tenor if applicable) (Old):** The Index Name identifiers referred to in the above table will be provided by a vendor designated by the Company. Initially such vendor shall be Markit Group Limited, who will provide 9 digit identifiers for each Index Name, with the first 6 digits identifying the Index Name and the last 3 identifying the specific version of the Index. The System will match identifiers and names as follows: (i) both names and identifiers must be submitted; (ii) if the identifier is valid, the index name will be compared to the static data provided by such vendor, and any discrepancy in the Index Name will be corrected based on such static data; and (iii) the system will convert text names to all capital letters and will match the names, including punctuation and spacing exactly. Where there will be a change in Index Name between the Old Transaction and the New Transaction, this field should reflect the Index Name under the Old Transaction.
- **Item 32, Annex Date (Old):** This field will be overwritten to be the annex date corresponding to the Index Name identifier.
- **Item 34, Effective Date (Old):** Any identification of Effective Date (Old) shall mean the exact date identified regardless of any business day convention adopted in any Master Document. Users are responsible for specifying the correct Effective Date for purposes of the relevant Master Documents.
- **Items 36 through 38, Payer, Payment Date, and Payment Amount:** for matching between Transferee and Transferor, Yes; for matching between Transferor and Remaining Party, No. Remaining Party does not see these items on its Transaction Record.

- ***Item 39, Comment:*** This data element is visible only to the Transferor and will only appear in the Transferor's Transaction Record.

The following are the data elements to be included in the Remaining Party's Transaction Record:

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)*	Means of Specifying Information	Validation
1	Transferor	R	Y	Company number assigned to User	Company will maintain table of User IDs*
2	Transferee	R	Y	Company number assigned to User	Company will maintain table of User IDs*
3	Remaining Party*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
3A	Remaining Party 2*	O	Y	Company number assigned to User	Company will maintain table of User IDs*
4	Super ID	O	N	Identifier that may be used to group or link related transactions	40 character limit
5	Desk ID	O	N	Identifier that may be used to identify the relevant desk that executed the transaction	Valid identifier
6	Designated Party ID	O	N	Identifier that may be used by prime brokers to identify the prime broker's relevant customer with respect to the transaction	20 character limit
7	E-trading TRN	O	N	Transaction identifier assigned to the transaction by an applicable execution platform (e.g., TradeWeb or Market Axess)	40 character limit
8	Broker Name	O	N	Identifier that may be used to identify any applicable broker with respect to the transaction	40 character limit
9	Novation Date	R	Y	Any date	Valid date format
9A	Novation Trade Date	R	Y	Any date	Valid date format
10	Aggregate Novated Amount, Currency*	R	Y	Positive integer and currency	Positive integer and ISO currency code
11	Transaction Type	R	Y	Assignments	Company will maintain a table of valid Eligible Transaction identifiers.
12	Product Type	R	Y	Specify "CreditDefaultSwapIndex"	"CreditDefaultSwapIndex"
13	Master Document Transaction Type (New)	R	Y/N*	Specify " <u>TRX*</u> " or " <u>IOS</u> "	<u>TRX</u> or <u>IOS</u>
14	Documentation Type (New)	R	Y/N*	Specify "StandardTermsSupplement"	"StandardTermsSupplement"
15	Fixed Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
16	Floating Rate Payer	R	Y	Company number assigned to User	Company will maintain table of User IDs*

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)*	Means of Specifying Information	Validation
17	Fixed Rate	R	Y	Specify zero Expressed as a percentage (numerical - 5.550 would match 5.55)	Zero Any decimal number with up to 3 digits to the left of the decimal point and up to 8 to the right
18	Scheduled Termination Date	R	Y	Any date	Valid date format
19	Annex Date (New)*	O	Y/N*	Specify the applicable TRX annex date	Valid date format
20	Independent Amount (New)	O	Y/N*	Expressed as a Percentage (numerical - 5.550 would match 5.55); in addition, credit support provider (payer) and credit support receiver (receiver) would be indicated by Company number assigned to the relevant User*	Any decimal number with up to 3 digits to the left of the decimal point and up to 5 to the right; Company will maintain table of User IDs to be used for payer and receiver*
21	Calculation Agent (New)	R	Y/N*	Specify company number assigned to relevant party or , "As specified in Master Agreement" <u>or</u> <u>"AsSpecifiedInSTS"</u>	Company number assigned to relevant party or , "As specified in Master Agreement" <u>or</u> <u>"AsSpecifiedInSTS"</u>
22	Calculation Agent Business Center (New)*	R	Y/N*	Specify "USNY"	USNY
23	Master Document Date (New)*	R	Y/N*	Identified by date of publication of the relevant Standard Terms Supplement *	Valid date format
24	Master Agreement Type (New)	R	Y/N*	<u>Specify "AFB, "German", "ISDA", "Swiss" or "Other"</u>	<u>"AFB, "German", "ISDA", "Swiss" or "Other"</u>
25	Master Agreement Date (New)	R	Y/N*	Any date	Valid date format
26	Initial Payment (Old)	O	N/Y*	Positive integer, currency and identification of payer and payee by Company assigned ID*	Positive integer, ISO currency code and Company assigned ID of payer and payee*
27	Calculation Agent (Old)	R	N/Y*	Specify company number assigned to relevant party or "As specified in Master Agreement"	Company number assigned to relevant party or "As specified in Master Agreement"
28	Calculation Agent Business Center (Old)	R	N/Y*	Specify "USNY"	USNY
29	Master Document Date (Old)	R	N/Y*	Identified by \date of publication of the relevant Standard Terms Supplement*	Valid date format
30	Master Agreement Type (Old)	R	N/Y*	<u>Specify "AFB, "German", "ISDA", "Swiss" or "Other"</u>	<u>"AFB, "German", "ISDA", "Swiss" or "Other"</u>
31	Master Agreement Date (Old)	R	N/Y*	Any date	Valid date format
32	Master Document Transaction Type (Old)	R	N/Y*	Specify "TRX"* <u>or "IOS"</u>	<u>TRX or IOS</u>
33	Documentation Type (Old)	R	N/Y*	Specify "StandardTermsSupplement"	"StandardTermsSupplement"

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)*	Means of Specifying Information	Validation
34	Additional Terms (Old)*	O	N/Y	Insert text	255 character limit
35	Additional Terms (New)*	O	Y/N	Insert text	255 character limit
36	Submitting User New Trade Reference Number*	O*	N	Unique identifier input by User	40 character limit
37	Submitting User New Message ID	O	N	Users may include an additional processing number for internal purposes (e.g., tracking)	70 character limit
38	Full First Calculation Period	O	Y	"Applicable" or "Not Applicable"	"Applicable" or "Not Applicable"
39	Submitting User Old Trade Reference Number	R	N*	Unique identifier input by User	40 character limit
40	Trade Reference Number Supplement	R	N	Unique identifier input by User	16 character limit
41	Submitting User Old Message ID	O	N	Users may include an additional processing number for internal purposes (e.g., tracking)	70 character limit
42	Aggregate Notional Amount, Currency (Old)	R	N/Y*	Positive integer and currency	Positive integer and ISO currency code
43	Index Name (including Series and Tenor if applicable) (Old)*	R	N/Y*	Identified by text name, and, as described in the notes, unique identifiers maintained by a third party and supported by the Company*	52 character limit
44	Index Name (including Series and Tenor if applicable) (New)*	R	Y/N*	Identified by text name, and, as described in the notes, unique identifiers maintained by a third party and supported by the Company*	52 character limit
45	Annex Date (Old)*	O	N/Y*	Specify the applicable TRX annex date	Valid date format
46	Trade Date (Old)	R	N/Y*	Any date	Valid date format
47	Effective Date (Old)*	R	N/Y*	Any date	Valid date format
48	Comment*	O	N	Text	250 character limit

*The following **Notes** apply to the above table:

- **General:** No data element subject to matching will have a matching tolerance. All such data elements must match exactly.
- **Valid date format:** Valid date formats will be set forth in the Applicable Publications.
- **Matching (Y/N) column:** For items indicating a "Y", Remaining Party's Transaction Record must match the equivalent items in both Transferee's Transaction Record and Transferor's Transaction Record. With respect to Items 3, 3A, 10, 15, 16 and Items indicating either Y/N or N/Y, see the Notes to those items below.
- **Items 1 through 3, Transferor, Transferee and Remaining Party, 3A, Remaining Party 2, 15 and 16, Floating Rate Payer and Fixed Rate Payer:** These are the designations of the Users that are parties to

the transaction. The submitted transmission must be identified as originating from the Family of the appropriate User, or it will not be accepted. The Floating Rate Payer and Fixed Rate Payer indicated herein are the Floating Rate Payer and Fixed Rate Payer in the Old Transaction. Matching with respect to Fixed Rate Payer and Floating Rate Payer is as follows: Remaining Party will name itself in the position of either Fixed Rate Payer or Floating Rate Payer, and will name the Transferor in the other position (i.e., Fixed Rate Payer or Floating Rate Payer). On the Transferee's Transaction Record, in order to match the Remaining Party's Transaction Record, Transferee must name (i) itself in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Remaining Party had named Transferor, and (ii) its Remaining Party in the same position (i.e., either Fixed Rate Payer or Floating Rate Payer) as Remaining Party had named itself. On the Transferor's Transaction Record, in order to match the Remaining Party's Transaction Record, Transferor must name (i) itself in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Remaining Party had named Transferor, and (ii) Remaining Party in the same position (i.e., Fixed Rate Payer or Floating Rate Payer) as Remaining Party had named itself.

- **Item 3 and 3A, Remaining Party and Remaining Party 2:** For a four party assignment, the Remaining Party identifies the party to the Old Transaction as the Remaining Party and the entity that is party to the New Transaction as Remaining Party 2. Remaining Party is matched against the Transferor's Remaining Party, and Remaining Party 2 is matched against the Transferee's Remaining Party. Remaining Party and Remaining Party 2 must be in the same Family.
- **Item 10, Aggregate Novated Amount, Currency:** This is the same amount as the Float Rate Amount (New) for the New Transaction. In addition to being matched against the Aggregate Novated Amount, Currency items for the Transferor and Transferee, Remaining Party's Item 10 is also matched against Item 19 the Transferee's Transaction Record, Float Rate Amount (New).
- **Items 13-14, 19-25, 35, 44, Master Document Transaction Type (New), Documentation Type (New), Annex Date (New), Independent Amount (New), Calculation Agent (New), Calculation Agent Business Center (New), Master Document Date (New), Master Agreement Type (New), Master Agreement Date (New), Additional Terms (New) and Index Name (New):** For matching between Transferee and Transferor, No; for matching between Transferee and Remaining Party, Yes.
- **Item 17, Fixed Rate:** ~~The Fixed Rate~~ If the Master Transaction Document Type is TRX, this field will be overwritten to be 0 (zero). If the Master Transaction Document Type is IOS, specify the fixed rate for the Index published by the Index Publisher as of the launch date.
- **Item 19, Annex Date (New):** This field will be overwritten to be the annex date corresponding to the Index Name (New) identifier.

- Item 20, Independent Amount (New):** A Transaction Record relating to an Eligible Transaction may indicate the Independent Amount (New) (Independent Amount, as defined in the governing Credit Support Annex, or similar document not so named, relating to the Master Agreement referred to in each of the Transferee's and Remaining Party's Transaction Record or the applicable New Master Confirmation Agreement). The Independent Amount must be expressed as a percentage and should be understood as a percentage of the Float Rate Amount. If an Independent Amount (New) is indicated, the parties must also identify the credit support provider (payer) by Company assigned ID, similar to how Fixed Rate Payer and Floating Rate Payer are designated. One or another of the Fixed Rate Payer or Floating Rate Payer must also be the credit support provider. If an Independent Amount (New) is not indicated, it does not mean that there is no Independent Amount (New), rather that any Independent Amount (New) applicable to the transaction or a portfolio containing the transaction is specified in a different document (e.g., an applicable Credit Support Annex, Master Confirmation Agreement, Master Agreement or similar document) and is not specified in the related Transaction Record. Users may indicate that the Independent Amount applicable to the Eligible Transaction to which the Transaction Record relates is linked to another transaction confirmed through the system (the "Linked Transaction") by specifying "Linked to [trade id of Linked Transaction]" in Item [42-20](#). In the event such Linked Transaction is terminated, novated or otherwise amended, the Independent Amount may be reassessed in the sole discretion of the counterparty to the party with respect to which the Independent Amount applies (the "Independent Amount Determining Party"). Such reassessment shall be effective immediately upon the date of termination, novation or amendment of the Linked Transaction, unless otherwise delayed beyond such date by the Independent Amount Determining Party. The foregoing may be amended in accordance with, and is subject to, any relevant contract between the parties.
- Item 21, Calculation Agent (New):** ~~This~~ [If the Master Document Transaction Type is "TRX", this](#) field will be overwritten to be blank, and the Calculation Agent(s) will be as provided in the applicable Standard Terms Supplement. [If the Master Document Transaction Type is "IOS", this field will be overwritten to be "AsSpecifiedInSTS"](#).
- Item 22, Calculation Agent Business Center (New):** This field must be "USNY".
- Items 26-34, 42-43, 45-47, Initial Payment (Old), Calculation Agent (Old), Calculation Agent Business Center (Old), Master Document Date (Old), Master Agreement Type (Old), Master Agreement Date (Old), Master Document Transaction Type (Old), Documentation Type (Old), Additional Terms (Old), Aggregate Notional Amount, Currency (Old), Index Name (Old), Annex Date (Old), Trade Date (Old) and Effective Date (Old):** For matching between Transferee and Transferor, No; for matching between Transferor and Remaining Party, Yes.

- **Item 26, Initial Payment (Old):** The amount of the initial payment due under the Standard Terms Supplement applicable to the Old Transaction with respect to the particular Eligible Transaction confirmed thereunder. The payment date is governed by such Standard Terms Supplement. The Transaction Record must also indicate the payer and payee (who must be one or the other of the Fixed Rate Payer or Floating Rate Payer) by use of the Company assigned ID in the same manner as Fixed Rate Payer and Floating Rate Payer are identified (see items 15 and 16).
- **Item 34, Additional Terms (Old):** Users may insert up to 255 characters of free text specifying, among other things, additional terms applicable to the transaction (e.g., credit linkage terms). A submission of “N” or “n” as the sole character in this data element will be treated for matching purposes as if the data element had been left blank.
- **Item 35, Additional Terms (New):** Users may insert up to 255 characters of free text specifying, among other things, additional terms applicable to the transaction (e.g., credit linkage terms). A submission of “N” or “n” as the sole character in this data element will be treated for matching purposes as if the data element had been left blank.
- **Item 36, Submitting User New Trade Reference Number:** Required if the assignment is a partial assignment.
- **Item 39, Submitting User Old Trade Reference Number:** Although the Submitting User Old Trade Reference Numbers that are submitted by the separate parties to an assignment need not, and will not, match, the status of Confirmed for an assignment of a transaction originally confirmed through the System will require that each such Submitting User Old Trade Reference Number match exactly the equivalent data element in the Transaction Record submitted by that User for the original transaction as Confirmed. Where the assigned trade was not originally confirmed through the System, this number will be used solely as the transaction reference number for the assignment itself. In that case, this data element will not be used to identify the transaction to be assigned (rather the data elements pertaining to the Old Transaction will be so used) and the assignment will not be ineffective due to the failure of this number to conform to the actual User trade reference number for the Old Transaction.
- **Item 42, Aggregate Notional Amount, Currency (Old):** This refers to the Floating Rate Amount (Old) just before the assignment.
- **Items 43 and 44, Index Name (Old) and Index Name (New) (including Series and Tenor if applicable):** The Index Name identifiers referred to in the above table will be provided by a vendor designated by the Company. Initially such vendor shall be Markit Group Limited, who will provide 9 digit identifiers for each Index Name, with the first 6 digits identifying the Index Name and the last 3 identifying the specific version of the Index. The System will match identifiers and names as follows: (i) both names and

identifiers must be submitted; (ii) if the identifier is valid, the Index Name will be compared to the static data provided by such vendor, and any discrepancy in the Index Name will be corrected based on such static data; and (iii) the system will convert text names to all capital letters and will match the names, including punctuation and spacing exactly. Where there will be a change in Index Name between the Old Transaction and the New Transaction, the Index Name (Old) field should reflect the Index Name under the Old Transaction and the Index Name (New) field should reflect the Index Name under the New Transaction. Even if there will be no such change, both fields must be completed.

- ***Item 45, Annex Date (Old):*** This field will be overwritten to be the annex date corresponding to the Index Name (Old) identifier.
- ***Item 47, Effective Date (Old):*** Any identification of Effective Date (Old) shall mean the exact date identified regardless of any business day convention adopted in any Master Document. Users are responsible for specifying the correct Effective Date for purposes of the relevant Master Documents.
- ***Item 48, Comment:*** This data element is visible only to the Remaining Party and will only appear in the Remaining Party's Transaction Record.

Transaction Record Description for Increases

Replaced Document and Data Elements:

The Replaced Document in respect of increases shall in all cases be an increase agreement that would have been fully executed between the parties to a transaction in an Eligible Product that is being increased (where the Eligible Product was confirmed through the System). The purpose of the increase agreement would be to evidence: the identity of the transaction being increased, the effective date of the termination in part, the increase in the notional amount, the outstanding notional amount after the increase, and the payment, if any, to be made between the parties in connection with the increase. Notwithstanding any provision in any document evidencing and/or governing any transaction in an Eligible Product intended to be increased, each User agrees that the submission of Transaction Records by it and any other User through the System for increase of such transaction shall constitute an acceptable method under such document(s) for evidencing and confirming the increase of such transaction. Each User further agrees that Confirmed Transaction Records designating the product and transaction type governed by this Transaction Record Description and relating to the increase of a transaction in an Eligible Product shall constitute such User's agreement to increase such transaction as of the Increase Effective Date identified in such Confirmed Transaction Records and to receive or pay the Payment Amount identified in such Confirmed Transaction Records on the Payment Settlement Date identified in such Confirmed Transaction Records.

Where the transaction being increased was originally confirmed through the System, it will be identified by User Trade Reference Numbers for the original transaction, which numbers are recorded by the System for each Confirmed Transaction Record. Where the transaction being increased was not originally confirmed through the System, (i) if the original transaction has been submitted to the System but is not yet confirmed, Users will be able to input Transaction Record Data Elements regarding the increase into the System, but such Transaction Record Data Elements will not be viewed by counterparties until the original transaction is confirmed through the System, and (ii) if the original transaction has not been submitted to the System, the increase will be rejected by the System.

The transaction that is being increased is increased to the extent of the increase in notional amount indicated in the relevant Confirmed Transaction Record that corresponds to the data element named "Affected Notional Amount", with the outstanding Float Rate Amount effective after the effective date of the increase being the amount indicated in the relevant Confirmed Transaction Record that corresponds to the data element named "Outstanding Notional Amount" in the table below.

#	Data Element Name	Required/Optional/Conditional (R/O/C)	Matching (Y/N)	Means of Specifying Information	Validation
	For All Increases				
1	Transaction Type	R	Y	Company identifier for Credit Default Swap Index Increase	Company will maintain a table of valid Eligible Product/Eligible Transaction identifiers.
2	Product Type	R	Y	Specify "CreditDefaultSwapIndex"	"CreditDefaultSwapIndex"
3	Submitting User Reference Number for Original Transaction*	R*	N*	Unique identifier input by User. To increase a transaction confirmed through System, must match data element 3 in original Transaction Record.	40 character limit
4	Submitting User Reference Number Supplement	R	N	Unique identifier input by User to distinguish between multiple unconfirmed transactions.	16 character limit
5	Submitting User Message ID	O	N	Users may include in an additional processing number for internal purposes (e.g., tracking)	70 character limit
6	Super ID	O	N	Identifier that may be used to group or link related transactions	40 character limit
7	Desk ID	O	N	Identifier that may be used to identify the relevant desk that executed the transaction	Valid identifier
8	Designated Party ID	O	N	Identifier that may be used by prime brokers to identify the prime broker's relevant customer with respect to the transaction	20 character limit
9	E-trading TRN	O	N	Transaction identifier assigned to the transaction by an applicable execution platform (e.g., TradeWeb or Market Axess)	40 character limit
10	Broker Name	O	N	Identifier that may be used to identify any applicable broker with respect to the transaction	40 character limit
11	Payer*	R	Y	Company number assigned to User	Company will maintain a table of User IDs*
12	Payment Amount	R	Y	Amount of increase payment; matching tolerance of one currency unit	Positive Integer
13	Payment Currency	R	Y	Currency of increase payment	ISO currency code
14	Payment Settlement Date	R	Y	Date of increase payment	Valid date format*
15	Increase Trade Date	R	Y	Trade Date of the increase transaction	Valid date format
16	Increase Effective Date*	R	Y	Effective date of increase*	Valid date format
17	Affected Notional Amount	R	Y	Notional amount being increased and currency	Positive integer and ISO currency code
18	Outstanding Notional Amount*	R	Y	Notional amount remaining following increase and	Positive integer and ISO currency code

				currency	
19	Comment*	O	N	Text	250 character limit

*The following **Notes** apply to the above table:

- **General:** No data element subject to matching will have a matching tolerance other than item 12, which has a matching tolerance of one currency unit (e.g., 1 Euro if the currency is Euro). All other data elements subject to matching must match exactly.
- **Valid date format:** Valid date formats will be set forth in the Applicable Publications.
- **Item 3, Submitting User Reference Number for Original Transaction:** Although the Submitting User Reference Numbers for Original Transaction that are submitted by the separate parties to an increase need not, and will not, match, the status of Confirmed for an increase of a transaction originally confirmed through the System will require that each such Submitting User Reference Numbers for Original Transaction match exactly data element 3 in the Transaction Record submitted by that User for the original transaction as Confirmed.
- **Item 11, Payer:** This is the designation of the User that is the Payer of the Payment Amount under the transaction.
- **Item 17, Affected Notional Amount, and Item 18, Outstanding Notional Amount:** The transaction that is being increased is increased to the extent of the affected notional amount indicated in item 17, with the outstanding Float Rate Amount effective after the effective date of the increase being the amount specified in item 18.
- **Item 19, Comment:** This data element is visible only to each User (and not its counterparty) and will only appear in each such User's Transaction Record.

Transaction Record Description for Amendments

Replaced Document:

The Replaced Document for amendments of Eligible Products shall in all cases be a “Confirmation” (or any similar document not so named) that is referred to (or described) in a standard terms supplement, and that has been executed by two Users for the purpose of evidencing such amendments between them (each, a “Confirmation”). Related Master Documents shall be:

- Master Agreement – identified pursuant to the Transaction Record– consisting of an ISDA Master Agreement that has been executed by the relevant two Users. Any reference in a Transaction Record to a Master Agreement shall be to the Master Agreement as it may have been, and may subsequently be, amended, supplemented or modified by the parties thereto. All provisions contained in, or incorporated by reference in, the Master Agreement shall govern the Replaced Document except as expressly modified herein or in the applicable Standard Terms Supplement. With respect to such other Master Agreement types specified in the Master Agreement Type data element:
 - If the Master Agreement Type is “German”, the German Master Agreement for Financial Derivatives Transactions (Rahmenvertrag für Finanztermingeschäfte)
 - If the Master Agreement Type is “AFB”, the AFB/FBF Convention-cadre relative aux opérations de marché à terme.
 - If the Master Agreement Type is “Swiss”, the Swiss Master Agreement for over-the-counter (OTC) Derivatives.
- Standard Terms Supplement – Notwithstanding anything to the contrary herein, if the Master Document Transaction Type in Data Element 11 is as specified in one of the clauses below, the Users shall be deemed to have incorporated into the Replaced Document a standard terms supplement (a “Standard Terms Supplement”) as follows:
- ~~Standard Terms Supplement – the Users shall be deemed to have incorporated into the Replaced Document~~(a) if the Master Document Transaction Type in Data Element 11 is “TRX”, the Markit TRX[®] Standard Terms Supplement, as published by Markit Group Limited as of the date specified in Master Document Date in the Transaction Record (the “Standard Terms Supplement”). With respect to any such Standard Terms Supplement, the following additional elections and provisions shall apply:
 - The Notional Amount will be the amount specified as the “Float Rate Amount” in the Transaction Record.
 - The Termination Date will be the date specified as the “Scheduled Termination Date” in the Transaction Record.

- (b) if the Master Document Transaction Type in Data Element 11 is “IOS”, the Markit IOS[®] Standard Terms Supplement, as published by Markit Group Limited as of the date specified in the Transaction Record. With respect to any such Standard Terms Supplement, the following additional elections and provisions shall apply:
 - The Notional Amount will be the amount specified as the “Float Rate Amount” in the Transaction Record.

The Company shall not be responsible for a User’s failure to properly identify the Master Agreement or relevant Standard Terms Supplement.

Without limiting any other provisions of the Operating Procedures or the User Agreement, each User submitting a ~~TRX~~an index swap trade subject to this Appendix shall be deemed to represent, warrant and agree with the Company that it has obtained, and will maintain in effect during the term of such trade, any license or other rights with respect to the underlying index required in connection with the execution of such trade and the submission and confirmation thereof through the System.

Notwithstanding any provision in the related Master Documents, each User agrees that the submission of Transaction Records by it and any other User through the System shall constitute an acceptable method under such Master Documents for evidencing and confirming the terms to be specified in any Confirmation referenced in or to be governed by such Master Documents. Each User further agrees that Confirmed Transaction Records designating the Eligible Product and Eligible Transaction governed by this Transaction Record Description and referencing the relevant Master Documents shall (1) have the same legal effect as a fully executed Replaced Document entered into pursuant to and subject to the terms of such Master Documents and (2) shall evidence an amended and restated ~~TRX~~ index swap transaction agreed between two Users whose terms and provisions will be set forth in, governed by, construed in accordance with and subject to the Confirmed Transaction Records themselves, such Master Documents and these Operating Procedures, including this Transaction Record Description.

In the event that the features specified in a Transaction Record differ from those specified in the relevant Master Document, the features specified in such Transaction Record shall govern unless otherwise agreed between the relevant Users.

The governing law of the Master Documents shall also govern the obligations created by any Transaction Record.

Amendments Processing:

Any terms of the original trade may be changed through the amendment process with the exception of the parties to the trade (although the trade direction (i.e., which party is the Fixed Rate Payer and which is the Floating Rate Payer) may be changed). An amendment Transaction Record includes all the fields of a new trade plus Amendment Trade Date, Amendment Effective Date, and the fields required to describe the payment, if any, associated with the amendment (Payer, Payment Date, and Payment Amount). The identification of the parties to the trade (submitter or counterparty), but not the trade direction, submitted on an amendment Transaction Record must be the same as the original confirmed trade, or the Transaction Record will be rejected.

Provisions of the transaction as amended are set forth as if a new Confirmation were executed. Amendment Trade Date sets forth the trade date of the amendment, and Amendment Effective Date sets forth the effective date of the amendment. Otherwise, the Transaction Record amends and restates the amended trade. The optional fields that describe the payment specify which party pays the other party.

Amendment transactions will only be accepted for transactions that are confirmed in the System. If an amendment is submitted with a transaction reference number that is not found in the Company's database or is associated in the Company's database with an unconfirmed transaction of any type (including new trades, terminations and assignments), the Transaction Record will be rejected.

Transaction Record Data Elements:

Each Transaction Record governed by this Transaction Record Description will include the data elements set out in the table below. Such data elements shall have the meanings set forth or contemplated in the relevant Master Documents (unless the context clearly indicates an intent to identify product and transaction type, trade reference numbers, a transaction date or the Master Documents themselves), including meanings that may be set forth in the Applicable Publications or any other resource identified in the Master Documents (e.g., designated ISDA[®] Definitions). In the event of any inconsistency between a Transaction Record and the relevant Master Documents, the Transaction Record shall govern (unless otherwise agreed between Users).

The data elements specified in the table below set out information relating to certain data elements that Users will be required to provide. Actual Transaction Records submitted by Users may be different in terms of appearance and in the manner in which information is to be provided (e.g., data elements may be specified in FpML). Users should consult the Applicable Publications for further information on the inputting of data.

#	Data Element Name	Required vs. Optional (R/O)	Matching (Y/N)*	Means of Specifying Information	Validation
1	Transaction Type	R	Y	Amendments	Company will maintain a table of valid Transaction Type identifiers
2	Submitting User Trade Reference Number	R	N	Unique identifier input by User	40 character limit
3	Submitting User Message ID	O	N	Users may include an additional processing number for internal purposes (e.g., tracking)	70 character limit
4	Super ID	O	N	Identifier that may be used to group or link related transactions	40 character limit
5	Desk ID	O	N	Identifier that may be used to identify the relevant desk that executed the transaction	Valid identifier
6	Designated Party ID	O	N	Identifier that may be used by prime brokers to identify the prime broker's relevant customer with respect to the transaction	20 character limit
7	E-trading TRN	O	N	Transaction identifier assigned to the transaction by an applicable execution platform (e.g., TradeWeb or Market Axess)	40 character limit
8	Broker Name	O	N	Identifier that may be used to identify any applicable broker with respect to the transaction	40 character limit
9	Product Type	R	Y	Specify "CreditDefaultSwapIndex"	"CreditDefaultSwapIndex"
10	Index Name (including Series and Tenor if applicable)*	R	Y	Identified by text name, and, as described in the notes, unique identifiers maintained by a third party and supported by the Company *	52 character limit
11	Master Document Transaction Type	R	Y	Specify "TRX"* or "IOS"	TRX or IOS
12	Master Document Date	R	Y	Identified by date of publication of the relevant Standard Terms Supplement*	Valid date format
13	Documentation Type	R	Y	Specify "StandardTermsSupplement"	"StandardTermsSupplement"
14	Annex Date*	O	Y	Specify the applicable TRX annex date	Valid date format
15	Trade Date	R	Y	Any date	Valid date format
16	Effective Date*	R	Y	Any date	Valid date format
17	Scheduled Termination Date	R	Y	Any date	Valid date format
18	Floating Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
19	Fixed Rate Payer*	R	Y	Company number assigned to User	Company will maintain table of User IDs*
20	Fixed Rate	R	Y	Specify zero	Zero

#	Data Element Name	Required vs. Optional (R/O)	Matching (Y/N)*	Means of Specifying Information	Validation
21	Float Rate Amount*	R	Y	Positive integer and currency	Positive integer and ISO currency code
22	Independent Amount	O	Y	Expressed as a Percentage (numerical - 5.550 would match 5.55); in addition, credit support provider (payer) and credit support receiver (receiver) would be indicated by Company number assigned to the relevant User*	Any decimal number with up to 3 digits to the left of the decimal point and up to 5 to the right; Company will maintain table of User IDs to be used for payer and receiver*
23	Initial Payment	R	Y	Positive integer, currency and identification of payer and payee by Company assigned ID*	Positive integer, ISO currency code and Company assigned ID of payer and payee*
24	Calculation Agent	R	Y	Specify company number assigned to relevant party or "As specified in Master Agreement" <u>or</u> "AsSpecifiedInSTS"	Company number assigned to relevant party or "As specified in Master Agreement" <u>or</u> "AsSpecifiedInSTS"
25	Calculation Agent Business Center	R	Y	Specify "USNY"	USNY
26	Master Agreement Type	R	Y	"ISDA"	"ISDA"
27	Master Agreement Date	R	Y	Any date	Valid date format
28	Additional Terms*	O	Y	Insert text	255 character limit
29	Amendment Trade Date	R	Y	Any date	Valid date format
30	Amendment Effective Date	R	Y	Any date	Valid date format
31	Payer	O	Y	Company number assigned to User	Company will maintain table of User Ids*
32	Payment Date	O	Y	Any date	Valid date format
33	Payment Amount	O	Y	Positive integer and currency	Positive integer and ISO currency code
34	Comment*	O	N	Text	250 character limit

*The following **Notes** apply to the above table:

- **General:** No data element subject to matching will have a matching tolerance. All such data elements must match exactly.
- **Valid date format:** Valid date formats will be set forth in the Applicable Publications.
- **Item 10, Index Name (including Series and Tenor if applicable):** The Index Name identifiers referred to in the above table will be provided by a vendor designated by the Company. Initially such vendor shall be Markit Group Limited, who will provide 9 digit identifiers for each Index Name, with the first 6 digits identifying the Index Name and the last 3 identifying the specific version of the Index. The System will match identifiers and names as follows: (i) both names and identifiers must be submitted; (ii) if the identifier is valid, the Index Name will be compared to the static data provided by such vendor, and any discrepancy in the Index Name will be corrected based on such static data; and (iii) the system will convert text names to all capital letters and will match the names, including punctuation and spacing exactly.
- **Item 14, Annex Date:** This field will be overwritten to be the annex date corresponding to the Index Name identifier.
- **Item 16, Effective Date:** Any identification of Effective Date shall mean the exact date identified regardless of any business day convention adopted in any Master Document. Users are responsible for specifying the correct Effective Date for purposes of the relevant Master Documents. For TRX index swaps, this date should be the later of 1) the index annex date, or 2) the first of the month on or immediately prior to the trade date.
- **Items 18 and 19, Floating Rate Payer and Fixed Rate Payer:** These are the designations of the Users that are parties to the transaction. The submitted transmission must be identified as originating from the Family of either the Floating Rate Payer or the Fixed Rate Payer, or it will not be accepted.
- **Item 20, Fixed Rate:** ~~The Fixed Rate~~ If the Master Transaction Document Type is TRX, this field will be overwritten to be 0 (zero). If the Master Transaction Document Type is IOS, specify the fixed rate for the Index published by the Index Publisher as of the launch date.
- **Item 22, Independent Amount:** A Transaction Record relating to an Eligible Transaction may indicate the Independent Amount (as defined in the governing Credit Support Annex, or similar document not so named, relating to the Master Agreement referred to in the Transaction Record or the applicable Master Confirmation Agreement). The Independent Amount must be expressed as a percentage and should be understood as a percentage of the Float Rate Amount. If an Independent Amount is indicated, the parties must also identify the credit support provider (payer) and credit support receiver (receiver) by Company

assigned ID, similar to how Fixed Rate Payer and Floating Rate Payer are designated. One or another of the Fixed Rate Payer or Floating Rate Payer must also be the credit support provider or receiver. If an Independent Amount is not indicated, it does not mean that there is no Independent Amount, rather that any Independent Amount applicable to the transaction or a portfolio containing the transaction is specified in a different document (e.g., an applicable Credit Support Annex, Master Confirmation Agreement, Master Agreement or similar document) and is not specified in the related Transaction Record. Users may indicate that the Independent Amount applicable to the Eligible Transaction to which the Transaction Record relates is linked to another transaction confirmed through the system (the “Linked Transaction”) by specifying “Linked to [trade id of Linked Transaction]” in Item ~~34~~22. In the event such Linked Transaction is terminated, novated or otherwise amended, the Independent Amount may be reassessed in the sole discretion of the counterparty to the party with respect to which the Independent Amount applies (the “Independent Amount Determining Party”). Such reassessment shall be effective immediately upon the date of termination, novation or amendment of the Linked Transaction, unless otherwise delayed beyond such date by the Independent Amount Determining Party. The foregoing may be amended in accordance with, and is subject to, any relevant contract between the parties.

- **Item 23, Initial Payment:** The amount of the initial payment due under the Standard Terms Supplement with respect to the particular Eligible Transaction confirmed thereunder. The payment date is governed by such Standard Terms Supplement. The Transaction Record must also indicate the payer and payee (who must be one or the other of the Fixed Rate Payer or Floating Rate Payer) by use of the Company assigned ID in the same manner as Fixed Rate Payer and Floating Rate Payer are identified (see items 18 and 19).
- **Item 24, Calculation Agent:** This field will be overwritten to be blank, and the Calculation Agent(s) will be as provided in the applicable Standard Terms Supplement. If the Master Document Transaction Type is “TRX”, this field will be overwritten to be blank, and the Calculation Agent(s) will be as provided in the applicable Standard Terms Supplement. If the Master Document Transaction Type is “IOS”, this field will be overwritten to be “AsSpecifiedInSTS”.
- **Item 25, Calculation Agent Business Center:** This field must be “USNY”. Users are responsible for ensuring that the election specified in item 28 functions properly with the applicable Standard Terms Supplement.
- **Item 28, Additional Terms:** Users may insert up to 255 characters of free text specifying, among other things, additional terms applicable to the transaction (e.g., credit linkage terms). A submission of “N” or “n” as the sole character in this data element will be treated for matching purposes as if the data element had been left blank.

- ***Item 31, Payer:*** This is the designation of the User that is the Payer of the Payment Amount under the transaction.
- ***Item 34, Comment:*** This data element is visible only to each User (and not its counterparty) and will only appear in each such User's Transaction Record.

Document comparison done by DeltaView on Wednesday, March 03, 2010 7:52:03 PM

Input:	
Document 1	PowerDocs://NYDOCS01/1214474/1
Document 2	PowerDocs://NYDOCS01/1214474/3
Rendering set	Shearman & Sterling

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	149
Deletions	65
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	214