

DIRECT CLIENT DISCLOSURE DOCUMENT

Indirect Clearing

Introduction

Throughout this document references to "we", "our" and "us" are references to the clearing broker's client which provides indirect clearing services (the **Direct Client**). References to "you" and "your" are references to the client of the Direct Client (the **Indirect Client**).

What is the purpose of this document?

To enable us to comply with our obligations as a Direct Client under the Indirect Clearing RTS and under the corresponding implementation of such RTS in the United Kingdom (UK) following the UK leaving the EU¹, where we are providing indirect clearing services to you that involve us clearing derivatives through a clearing broker on an EU or a UK central counterparty (CCP)², we must:

- offer you a choice of a basic omnibus indirect client account and a gross omnibus indirect client account (as discussed under "*The types of accounts available*" in Part One B below);
- disclose to you the details of the different levels of segregation;
- publicly disclose the general terms and conditions under which we provide services to you (as discussed under "*The terms and conditions on which we offer services to you*" in Part One D below); and
- describe the risk associated with each type of account.

In respect of the treatment of margin and collateral at CCP level you should refer to the CCP disclosures that the CCPs are required to prepare.

Organisation of this document

This document is set out as follows:

- Part One A provides some background to indirect clearing.
- Part One B gives information about the differences between the basic omnibus indirect client account and the gross omnibus indirect client account, explains how this impacts on the clearing of your derivatives and sets out some of the other factors that might affect the level of protection you receive in respect of assets provided to us as margin.
- Part One C sets out some of the main insolvency considerations.
- Part One D sets out a general overview of the terms and conditions under which we provide services to you.
- Part Two provides an overview of the different levels of segregation that the clearing brokers offer, together with an explanation of the main implications of each.

In this document, references to EU regulation will include the corresponding laws, regulations and guidance implemented in the UK following the UK leaving the EU.

What are you required to do?

You must review the information provided in this document and the relevant clearing member disclosures and confirm to us in writing which account type you would like us to maintain with respect to each clearing broker through which we clear derivatives for you from time to time. We will explain how we would like you to make this confirmation and by when. If you do not confirm within the requested timeframe, we will record the positions and assets relating to you in an account that has the level of Indirect Clearing RTS-compliant segregation which is the closest to your pre-Indirect Clearing RTS account structure, provided that:

- we have used reasonable and multiple endeavours to obtain your choice of segregation and have evidence of our efforts;
- in our communication with you, we have informed you that your failure to elect a level of segregation in accordance with the Indirect Clearing RTS will result in us allocating you to an account having the level of Indirect Clearing RTS-compliant segregation which is the closest to your pre-Indirect Clearing RTS account structure (e.g. an omnibus segregation, net or gross as the case may be); and
- we have explained to you that election by us does not preclude you to elect a different (e.g. higher) level of segregation at any time by communicating it in writing to us.

Important

Whilst this document will be helpful to you when making this decision, this document does not constitute legal or any other form of advice and must not be relied on as such. This document provides a high level analysis of several complex and/or new areas of law, whose effect will vary depending on the specific facts of any particular case, some of which have not been tested in the courts. It does not provide all the information you may need to make your decision on which account type or level of segregation is suitable for you. It is your responsibility to review and conduct your own due diligence on the relevant rules, legal documentation and any other information provided to you on each of our account offerings and those of the various clearing brokers and CCPs through which we clear derivatives for you. You may wish to appoint your own professional advisors to assist you with this.

We shall not in any circumstances be liable, whether in contract, tort, breach of statutory duty or otherwise for any losses or damages that may be suffered as a result of using this document. Such losses or damages include (a) any loss of profit or revenue, damage to reputation or loss of any contract or other business opportunity or goodwill and (b) any indirect loss or consequential loss. No responsibility or liability is accepted for any differences of interpretation of legislative provisions and related guidance on which it is based. This paragraph does not extend to an exclusion of liability for, or remedy in respect of, fraudulent misrepresentation.

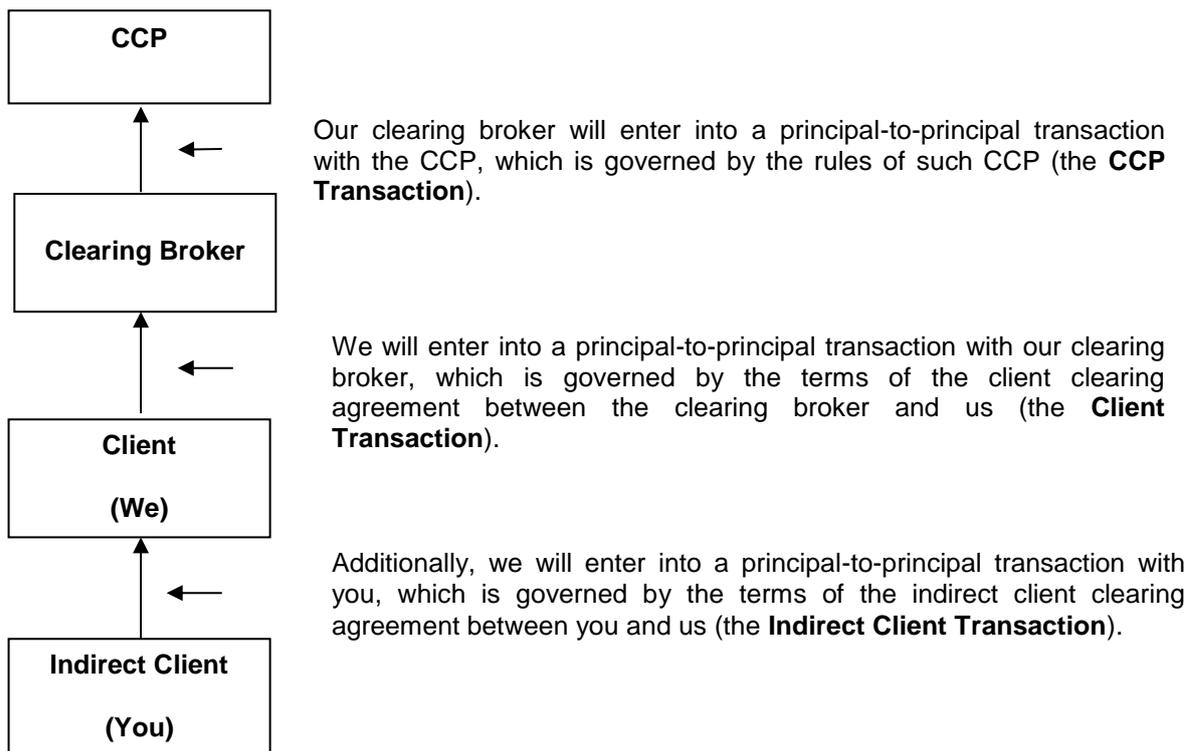
Note that issues under laws other than Swiss laws may be relevant to your due diligence. For example, the law governing the CCP rules or related agreements; the law governing the client clearing arrangement between the clearing broker and us; the law of the jurisdiction of the CCP, the law of the jurisdiction of incorporation of the clearing broker; and the law of the location of any assets.

Part One A: A brief background to indirect clearing

The market distinguishes two main types of clearing models: the "agency" model and the "principal-to-principal" model. Most of the CCPs which our clearing brokers use adopt the "principal-to-principal" model, and this document assumes all transactions are cleared according to this model.³

The "principal-to-principal" clearing model

When clearing transactions for you through a clearing broker, we usually enter into two separate transactions. Additionally, our clearing broker will enter into a third transaction directly with the CCP.



The terms of each Client Transaction are equivalent to those of the related CCP Transaction, except that (i) each Client Transaction will be governed by a client clearing agreement between our clearing broker and us⁴ and (ii) our clearing broker will take the opposite position in the CCP Transaction to the position it has under the related Client Transaction. Similarly, the terms of each Indirect Client Transaction are equivalent to those of the related Client Transaction, except that (i) each Indirect Client Transaction will be governed by an indirect client clearing agreement between you and us⁵, and (ii) we will take the opposite position in the Client Transaction to the position we have under the related Indirect Client Transaction.

Under the terms of the client clearing agreement between our clearing broker and us, a Client Transaction will arise without the need for any further action by either our clearing broker or us, as soon as the CCP Transaction arises between our clearing broker and the CCP. Similarly, under the terms of the indirect client clearing agreement between you and us, an Indirect Client Transaction will arise without the need for any further action by either you or us, as soon as the Client Transaction arises between our clearing broker and us. Once all three of those transactions referred to above have been entered into, your transaction is considered to be "cleared".

As the principal to the CCP, our clearing broker is required to provide assets to the CCP as margin for the CCP Transactions that relate to you and to ensure the CCP has as much margin as it requires at any

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time. We will therefore ask you for margin and, where you provide it in a form which we cannot transfer to the clearing broker, we may transform it. If you have provided us with assets as margin, you may face what we call "transit risk" - this is the risk that, if we were to default prior to providing such assets to the clearing broker, or our clearing broker were to default prior to providing such assets to the CCP, the assets that should have been recorded in your account at the CCP will not have been and will not benefit from the protections described below under *"What happens if we are declared to be in default by a clearing broker?"*. Transit risk may be mitigated where we hold margin in a way that entitlements in margin may be segregated from the insolvency estate in our insolvency (see *"If porting does not occur, will your entitlements in positions and margin assets be segregated from our insolvency estate?"* below).

However, in many cases you may not actually face transit risk because our clearing brokers often call margin from us early in the morning to pass it on to the CCP so we will often use our own funds to satisfy the margin call and then seek to recover such amount from you. In these cases where the margin has been funded by us and has already been passed on to the CCP before we call it from you, it is rather that we are exposed to you for the interim period. The arrangements between you and us relating to how the margin calls will be funded will be set out in the indirect client clearing agreement between you and us.

If we have no direct relationship with a clearing broker who is a member of the relevant CCP ourselves and where you have opted for a Basic Omnibus Indirect Client Account, we may enter into a principal-to-principal transaction with an affiliate who is the Direct Client of a relevant clearing broker in a long chain arrangement under the Indirect Clearing RTS (a **Long Chain Arrangement**). Under a Long Chain Arrangement, both the affiliate Direct Client and we would be subject to the relevant requirements for Direct Clients in the Indirect Clearing RTS. Consequently, any references in this document to 'Direct Client' should be read as including us in the capacity of a client of an affiliate Direct Client under a Long Chain Arrangement.⁶

Please see Part One B for an explanation of how this is relevant to the choice of account types.

What if you want to transfer your Indirect Client Transactions to another Direct Client?

There may be circumstances where you wish to transfer some or all of your Indirect Client Transactions to another Direct Client or another clearing broker on a business as usual basis (i.e. in the absence of us having been declared in default by a clearing broker). We are not obliged to facilitate this under the Indirect Clearing RTS but we may be willing to do so subject to our ability to transfer the Client Transactions to which they relate and the margin provided to the clearing broker in connection with them (which will depend on the relevant arrangements with the clearing broker and the CCP) and any conditions set out in our indirect client clearing agreement. You will also need to find a Direct Client or clearing broker that is willing to accept such Indirect Client Transactions and/or the related Client Transactions and assets.

It may be easier to transfer Indirect Client Transactions and Client Transactions that are recorded in a Gross Omnibus Indirect Client Account than those recorded in a Basic Omnibus Indirect Client Account, (both types of account being described in more detail in Part One B) for the same reasons as set out below under *"Will the Client Transactions and assets relating to you be automatically ported to a back-up clearing broker or back-up Direct Client?"*

What happens if we are declared to be in default by a clearing broker?⁷

If we are declared to be in default by a clearing broker, there are two possibilities with respect to the Client Transactions and assets related to you:

- with respect to Gross Omnibus Indirect Client Accounts, the clearing broker will, at your request, try to transfer (**port**) to another clearing broker (a **back-up clearing broker**) or another Direct Client (a **back-up Direct Client** and together with the back-up clearing broker a **back-up entity**), such Client Transactions and assets; or
- if porting cannot be achieved with respect to Gross Omnibus Indirect Client Accounts and in any default with respect to Basic Omnibus Indirect Client Accounts, the clearing broker will terminate and liquidate the Client Transactions and CCP Transactions (including positions and assets) that relate to you and, to the extent that the clearing broker cannot validly transfer the liquidation proceeds directly to you, transfer the liquidation proceeds to us on your behalf (see *"What happens if porting is not achieved"* below).

The porting process will differ depending on the clearing broker but it is likely to involve a close-out (with us) and a re-establishment (with the back-up entity) of the Client Transactions, or a transfer of the open Client Transactions and related assets from us to the back-up entity (and, as the case may be, a transfer of the open CCP Transactions from the clearing broker to another clearing broker).

In the event that insolvency measures are taken by the Swiss Financial Market Supervisory Authority (**FINMA**) in respect of us, the arrangement regarding the porting of positions and margin assets are enforceable under the rules of the Swiss Financial Market Infrastructure Act (**FMIA**) and the Financial Market Infrastructure Ordinance (**FMIO**), provided that the "porting processes" are validly agreed under the contractual arrangements between the Direct Client, the clearing broker and the CCP (see under Part One C *"Porting – limitations"* below). If porting cannot be achieved, the clearing broker terminates and liquidates the Client Transactions and the CCP Transactions and transfers the liquidation proceeds to us on your behalf. You will be entitled to such liquidation proceeds in our insolvency under the rules of the FMIA and the FMIO (see *"If porting does not occur, will your entitlements in positions and margin assets be segregated from our insolvency estate?"*).

Will the Client Transactions and assets relating to you be automatically ported to a back-up entity?

No, there will be a number of conditions which must be satisfied before the Client Transactions and assets that relate to you can be ported to a back-up entity. These conditions will be set by the clearing broker and will include obtaining your consent. In all cases you will need to have a back-up entity that has agreed to accept the Client Transactions. You may wish to appoint a back-up entity upfront as part of your clearing arrangements but the back-up entity is unlikely to be able to confirm that it is willing to accept the Client Transactions until the default occurs. The back-up entity may also have conditions that they require you to meet. You may also be able to agree with the clearing broker that it may choose a back-up entity on your behalf. If you have not appointed a back-up entity prior to our default, or agreed with the clearing broker that it may appoint one on your behalf, then this may mean that porting is less likely to occur.

If porting is achieved, your Indirect Client Transactions with us will terminate in accordance with our indirect client clearing agreement. We would expect your back-up entity to put in place new indirect client transactions/ client transactions between itself and you.

However, note that the method how the porting is implemented depends (i) on the documentation entered into between you and us and (ii) on the documentation you enter into with your back-up entity.

The type of account and level of segregation you choose will have an impact on the ability to port Client Transactions and assets to a back-up entity upon our default.

If you choose a Basic Omnibus Indirect Client Account (described in more detail in Part One B), no contractual arrangements are required to be put in place for porting according to the Indirect Clearing RTS and, therefore, porting will not be available unless agreed as part of the default management procedures.⁸

If you choose a Gross Omnibus Indirect Client Account (described in more detail in Part One B), you can appoint a back-up entity with respect to just your Client Transactions (i.e. independently of our other clients in the same Gross Omnibus Indirect Client Account).

Further to the above, note that you provided margin assets to us under pledge arrangement and retain title to the margin assets and we provide other assets as margin assets under a title transfer security arrangement to the clearing broker (i.e. we transform the margin assets). In a porting scenario, when porting should occur, the margin assets pledged by the Indirect Client to the Direct Client would not be available to be ported as title transfer collateral. The porting may therefore require either that a back-up Direct Client also accepts to receive margin assets in the form of a pledge from the Indirect Client or, alternatively, that the margin assets originally pledged to the Direct Client are transferred to the Direct Client in return for the Direct Client porting the collateral assets it has transferred as title transfer collateral up the clearing chain to the back-up Direct Client.

What happens if porting is not achieved?

Each clearing broker is permitted to specify a period of time after which, if it has not been able to achieve porting, it will be permitted to actively manage its risks in relation to the Client Transactions. This period of time will vary across clearing brokers. If you want to port your Client Transactions (where possible), you will need to notify the clearing broker and show that you can satisfy the other conditions within this period.

Otherwise, the clearing broker will terminate the Client Transactions and perform a close-out calculation in respect of them in accordance with the client clearing agreement. If there is an amount owed by the clearing broker in respect of the Client Transactions, the clearing broker will attempt to pay such amount directly to you if you have chosen a Gross Omnibus Indirect Client Account. However, even if such direct payment is agreed between you, us and the clearing broker, in insolvency proceedings initiated against us, such contractual arrangement would not be enforceable under Swiss bankruptcy laws, because it would be a breach of the principle that all the assets and liabilities of the insolvent debtor form part of the insolvency estate. In Swiss insolvency proceedings, claims forming part of the bankruptcy estate can no longer be validly discharged by payment to the debtor, but must be paid into the bankruptcy estate, and the insolvent debtor can no longer dispose of its assets (i.e. any claim we have against the clearing broker belongs to our insolvency estate and the clearing broker may not discharge its obligation by paying such amount directly to you).

If the clearing broker does not succeed in his attempt to pay such amount directly to you if you have chosen a Gross Omnibus Indirect Client Account or if you have chosen a Basic Omnibus Indirect Client Account, the clearing broker will pay it to us (or our insolvency liquidator) for the account of our clients. However, even if insolvency proceedings are initiated against us, note that you will be entitled to such liquidation proceeds under the rules of the FMIA and the FMIO (see "*If porting does not occur, will your entitlements in positions and margin assets be segregated from our insolvency estate?*").

If the clearing broker terminates the Client Transactions, then the Indirect Client Transactions between you and us are also likely to terminate. The termination calculations in respect of those Indirect Client Transactions will be performed in accordance with the indirect client clearing agreement between you and us and such calculations will likely mirror those performed by the clearing broker in respect of the Client Transactions. If you are due a payment from us as a result of the close-out calculations in

respect of our Indirect Client Transactions, the amount due from us to you will be reduced by an amount, if any, that you receive (or are deemed to receive) directly from the clearing broker.

If porting does not occur, will your entitlements in positions and margin assets be segregated from our insolvency estate?

In our insolvency, you are protected by the rights of Art. 91(2) FMIA, which are statutory rights of Indirect Clients in respect of their entitlements in assets (margin) and positions (transactions) held on their behalf by the Direct Client with the clearing broker. Under Art. 91(2) FMIA, the liquidator in insolvency proceedings of a Direct Client must set-aside any assets (margin) and positions (transactions) of Indirect Clients from the insolvency estate of the Direct Client after:

- (i) completing any netting of claims, as agreed pursuant to the default management processes between the Direct Client and the clearing broker (Art. 90(1)(a) FMIA); and
- (ii) completing any private sale of margin assets in the form of securities or other financial instruments, provided that their value may be determined based on objective criteria (Art. 90(1)(b) FMIA).

Such rights of Art. 91(2) FMIA arise by operation of law and would be exercised automatically by the Swiss liquidator in an insolvency of the Direct Client.

Please see Part One C for a consideration of the main insolvency considerations.

Part One B: Your choice of account type and the factors to consider

The types of accounts available

Reference to accounts means the accounts in the books and records of each clearing broker. The clearing broker uses these accounts to record the Client Transactions that we enter into in connection with the clearing of your related Indirect Client Transactions and the assets that we provide to the clearing broker in respect of such Client Transactions.

There are two basic types of indirect client accounts available – Basic Omnibus Indirect Client Accounts and Gross Omnibus Indirect Client Accounts. Some of the CCPs then offer different levels of segregation within some of those account types as described in Part Two of this document.

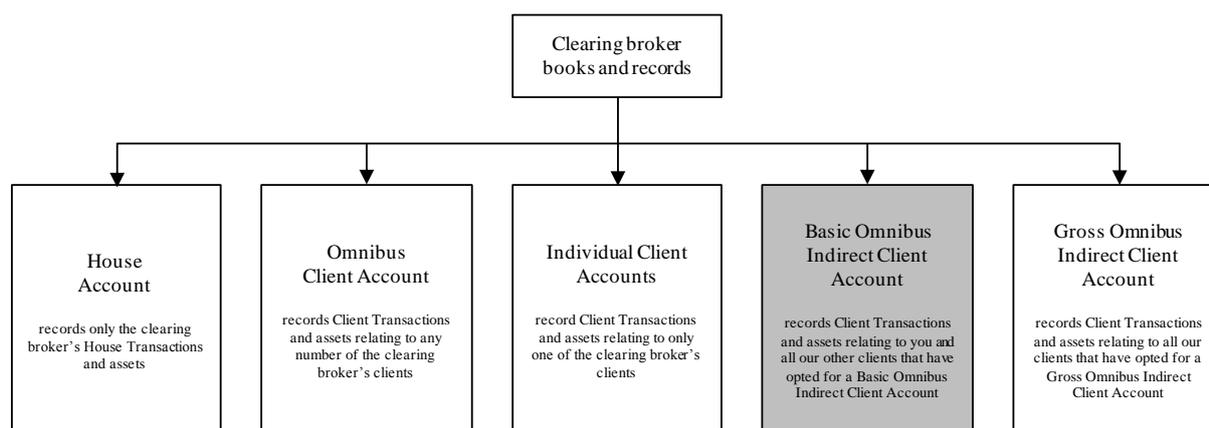
As noted, we refer you to the CCP disclosures which the CCPs are required to prepare and which set out the treatment of margin and collateral at CCP level. We have also included below a general overview of the most common segregation approaches taken by CCPs, but note that for any particular CCP, there is no substitute for that CCP's own disclosure.

Basic Omnibus Indirect Client Account⁹

Under this account type, at the level of the clearing broker, the Client Transactions (including the corresponding assets in the clearing broker's accounts) relating to you are segregated from:

- any transactions the clearing broker has cleared for its own account (the clearing broker's **House Transactions**) and any of their assets;
- any Client Transactions (including corresponding assets in the clearing broker's accounts) relating to us or the account of one of the clearing broker's other Direct Clients (regardless of whether they/we have opted for an individual client account or omnibus client account);
- any Client Transactions (including corresponding assets in the clearing broker's accounts) relating to any clients of the clearing broker's other clients that have also opted for a Basic Omnibus Indirect Client Account and which are recorded in a different Basic Omnibus Indirect Client Account; and
- any Client Transactions (including corresponding assets in the clearing broker's accounts) relating to any of our clients or any clients of the clearing broker's other clients that have opted for a Gross Omnibus Indirect Client Account.

However, the Client Transactions (including corresponding assets in the clearing broker's accounts) that relate to you will be commingled with the Client Transactions (including corresponding assets in the clearing broker's accounts) relating to any of our other clients that have also opted for a Basic Omnibus Indirect Client Account and which are recorded in the same Basic Omnibus Indirect Client Account.



Can Client Transactions and related collateral be netted with the clearing broker's House Transactions and assets?	No
Can Client Transactions and related assets be netted with those relating to us or the clearing broker's other Direct Clients?	No
Can Client Transactions and related collateral be netted with those relating to our clients?	Yes (provided our other clients' Client Transactions and assets are recorded in the same Basic Omnibus Indirect Client Account)
Can Client Transactions and related collateral be netted with those relating to the clearing broker's other Indirect Clients (i.e. those Indirect Clients with Client Transactions and assets not recorded in the same Basic Omnibus Indirect Client Account)?	No

The clearing broker will agree not to net the Client Transactions relating to you with its House Transactions or any Client Transactions not recorded in the same Basic Omnibus Indirect Client Account, nor use the assets relating to such Client Transactions with respect to any House Transaction or Client Transaction recorded in any other account.

However, both we and the clearing broker may net the Client Transactions that are recorded in the same Basic Omnibus Indirect Client Account. The assets provided in relation to the Client Transaction credited to that Basic Omnibus Indirect Client Account can be used in relation to any Client Transaction credited to that Basic Omnibus Indirect Client Account.

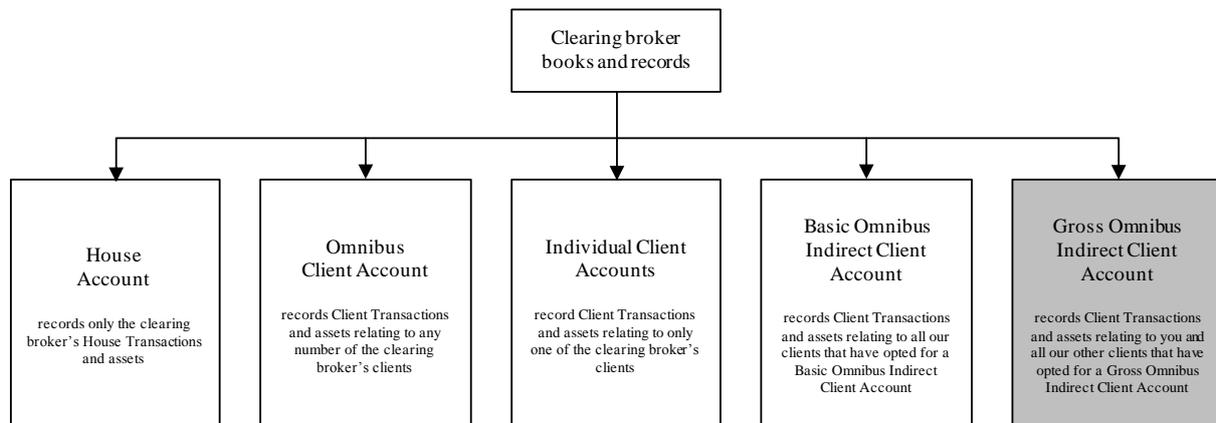
Please see Part Two for an overview of the risks in relation to a Basic Omnibus Indirect Client Account and for details of the different levels of segregation that may be available at different CCPs.

Gross Omnibus Indirect Client Account¹⁰

Under this account type, at the level of the clearing broker, the Client Transactions (including the corresponding assets in the clearing broker's accounts) relating to you are segregated from:

- any House Transactions and any of their assets;
- any Client Transactions (including corresponding assets in the clearing broker's accounts) relating to us or the account of one of the clearing broker's other Direct Clients (regardless of whether they/we have opted for an individual client account or omnibus client account);
- any Client Transactions (including corresponding assets in the clearing broker's accounts) relating to any of our clients or clients of the clearing broker's other clients that have opted for a Basic Omnibus Indirect Client Account; and
- any Client Transactions (including corresponding assets in the clearing broker's accounts) relating to any clients of the clearing broker's other clients that have also opted for a Gross Omnibus Indirect Client Account and which are recorded in a different Gross Omnibus Indirect Client Account.

However, the Client Transactions (including corresponding assets in the clearing broker's accounts) that relate to you will be commingled with the Client Transactions (including corresponding assets in the clearing broker's accounts) relating to any of our other clients that have also opted for a Gross Omnibus Indirect Client Account and which are recorded in the same Gross Omnibus Indirect Client Account.



Can Client Transactions and related collateral be netted with the clearing broker's House Transactions and assets?	No
Can Client Transactions and related assets be netted with those relating to us or the clearing broker's other Direct Clients?	No
Can Client Transactions and related collateral be netted with those relating to our clients?	The Client Transactions relating to you will not be netted with the Client Transactions relating to any of our other clients.

	However, the collateral relating to you may be used to cover Client Transactions of our other clients to the extent it is recorded in the same Gross Omnibus Indirect Client Account. ¹¹
Can Client Transactions and related collateral be netted with those relating to the clearing broker's other Indirect Clients (i.e. those Indirect Clients with Client Transactions and assets not recorded in the same Gross Omnibus Indirect Client Account)?	No

The clearing broker will agree not to net Client Transactions relating to you with its House Transactions, the Client Transactions relating to us or the clearing broker's other Direct Clients, the Client Transactions of the clearing broker's other Direct Clients' clients or any Client Transactions relating to our other clients (regardless of whether they are recorded in the same Gross Omnibus Indirect Client Account).

The clearing broker will also agree not to use the assets relating to Client Transactions relating to you with respect to any House Transaction or Client Transaction recorded in any other account. However, both we and the clearing broker may use the assets provided in relation to the Client Transactions relating to you in relation to any Client Transaction relating to our other clients that have also opted for a Gross Omnibus Indirect Client Account which are credited to the same Gross Omnibus Indirect Client Account.

Please see Part Two for an overview of the risks in relation to a Gross Omnibus Indirect Client Account and for details of the different levels of segregation that may be available at different clearing brokers.

Affiliates

Except for Long Chain Arrangements, we treat our affiliates in the same way as clients when complying with the Indirect Clearing RTS. This means that affiliates also have a choice between types of account. An affiliate may be part of the same account as other clients.

Other factors that may impact on the level of protection you receive in respect of assets that you provide to us as margin for Indirect Client Transactions

There are a number of factors that, together, determine the level of protection you will receive in respect of assets that you provide to us as margin for Indirect Client Transactions:

- whether you choose a Basic Omnibus Indirect Client Account or a Gross Omnibus Indirect Client Account (as discussed under "*The types of accounts available*" above);
- in each case, whether such assets are transferred by way of title transfer or security interest;
- whether we call any excess margin from you or you pay excess margin to us;
- whether you will get back the same type of asset as you provided as margin; and
- the bankruptcy and other laws that govern the clearing broker, us and the CCP.

The rest of Part One B sets out further details for each of these variables and their implications under Swiss Law.

Will you provide cash or non-cash assets as margin for the Client Transactions?

As noted under *"The "principal-to-principal" clearing model"* in Part One A, as a Direct Client of the clearing broker, we are required to transfer assets to the clearing broker in respect of the Client Transactions related to your Indirect Client Transactions. Clearing brokers only accept certain types of liquid cash and non-cash assets as margin.

As is market practice, we will decide what types of assets to accept from you as margin for your Indirect Client Transactions. This will be set out in the indirect client clearing agreement between you and us. What we will accept from you as margin for the Indirect Client Transactions will not necessarily be the same type of assets that the clearing brokers will accept from us for the Client Transactions, in which case we may provide you with a collateral transformation service, under which we transform the assets you provide to those which we can pass onto the clearing broker.

Do you provide assets to us on a title transfer or a security interest basis?

As is market practice, we will decide the basis on which we are willing to accept assets from you. This will be set out in the indirect client clearing agreement between you and us.

Where the indirect client clearing agreement provides for the creation of a pledge as a security for our benefit in order to secure our exposure to you under the Indirect Client Transactions, you *retain* full beneficial ownership of such assets. Such assets are transferred to a cash or custody account with us on the basis that the assets still belong to you, but you have granted us a pledge as a security interest with respect to such assets.

We may enforce that pledge if you default in your obligations to us. Absent the exercise of any right of use by us (see below), only at the point of such enforcement would we be entitled, to the extent agreed in the pledge agreement between you and us, to exercise a right of private sale by transferring title in such assets or their liquidation value to us or a third party in exchange for their market value, which may be set-off against the debt owed to us. We will record in our books and records that we have received such assets from you with respect to the applicable Indirect Client Transaction. To the extent that the market value of the pledged assets exceeds the debt owed to us, we must return, after completion of such enforcement, the excess to you.

Prior to any such default, you may also give us a right to use such assets. Until such time as we exercise such right of use, the assets continue to belong to you. Once we exercise the right of use (e.g. by posting the assets to a clearing broker), the assets will cease to belong to you and in effect become our assets, at which point you will bear our credit risk in a similar way to title transfer arrangements. The circumstances in which we may exercise such right of use, if any, and the purposes for which we may use any assets will be set out in the indirect client clearing agreement between us.

How will any excess margin we call from you be treated?¹²

Excess margin is any amount of assets we require from you or you provide to us in respect of an Indirect Client Transaction that is over and above the amount of assets the clearing broker requires from us in respect of the related Client Transaction.

Under the Indirect Clearing RTS, excess margin should be treated in accordance with the terms of the indirect client clearing agreement between you and us. Depending on those terms, you may take credit risk on us in respect of it.

Will you get back the same type of asset as you originally provided to us as margin for an Indirect Client Transaction?

In a business as usual situation, whether we will deliver the same type of asset to you that you originally provided to us will be governed by the indirect client clearing agreement between you and us.

In the event of our default, if you are due a payment, you may not receive back the same type of asset that you originally provided to us. This is because the clearing broker is likely to have wide discretion to liquidate and value assets and make payments in various forms, and also because the clearing broker may not know what form of asset you originally provided to us as margin for the Indirect Client Transaction and as a result of any asset transformation services we may provide. This risk is present regardless of what type of client account you select.

Please see Part One C for a consideration of the main insolvency considerations.

Part One C: What are the main insolvency considerations?

General insolvency risks

If we enter into insolvency proceedings, you may not receive all of your assets back or retain the benefit of your positions and there are likely to be time delays and costs (e.g. funding costs and legal fees) connected with recovering those assets. These risks arise in relation to both Basic Omnibus Indirect Client Accounts and Gross Omnibus Indirect Client Accounts because:

- you will not have any rights directly against the CCP; except for clearing broker-specific porting solutions described earlier and the comments below under "*Margin rights*", you will not have any rights directly against the clearing broker; and you will only have contractual claims against us (i.e. rather than being able to recover particular assets as owner); however, you will benefit from the protections of Art. 91 in connection with Art. 90 FMIA (as set out below under Part One A "*If porting does not occur, will your entitlements in positions and margin assets be segregated from our insolvency estate?*");
- before FINMA initiates insolvency proceedings, FINMA would most likely order a combination of bank reorganisation proceedings under Art. 28 to 32 of the Swiss Federal Banking Act (the **Banking Act**) with protective measures under Art. 26 of the Banking Act; as part of such proceedings, FINMA may order a stay of termination rights and certain other rights, including rights to "port" positions and margin assets, for a period of up to two business days according to Art. 30a of the Banking Act, to the extent that such termination and other rights would be triggered by the reorganisation proceedings or protective measures;
- in the event that a reorganisation fails, bank insolvency proceedings would be initiated by FINMA under Art. 33 et seq. of the Banking Act. In such proceedings, you will no longer be permitted to dispose of your positions and assets held with us; and
- any stage of a cleared transaction (e.g. Indirect Client Transactions, Client Transactions and porting) may be challenged by the insolvency liquidator in a claw-back action before the competent Swiss court if, broadly speaking, it was not on arm's length terms and therefore classified as an impairment of creditors. If successful, the court has broad powers to unwind or vary all of those stages.

Please also note that:

- insolvency law may override the terms of contractual agreements, so you should consider the legal framework as well as the terms of disclosures and legal agreements;
- a large part of your protection comes from CCP arrangements and the legal regimes surrounding them. Therefore, you should understand these in order to evaluate the level of protection that you have on our default. It is important that you review the relevant disclosures by the relevant clearing broker and the CCP in this respect; and
- to extent that we act through a foreign branch, you should also read our disclosure in respect of the foreign legal system of the foreign branch involved. The respective foreign courts may take insolvency jurisdiction in respect of the assets and liabilities of the foreign branch.

Insolvency of clearing brokers, CCPs and others

Except as set out in this section "*Insolvency of clearing brokers, CCPs and others*", this disclosure deals only with our insolvency. You may also not receive all of your assets back or retain the benefit

of your positions if other parties in the clearing structure default – e.g. the clearing broker, the CCP, a custodian or a settlement agent.

In relation to a clearing broker or CCP insolvency, broadly speaking, our (and therefore your) rights will depend on the law of the country in which the clearing broker or the CCP is incorporated and the specific protections that the clearing broker or the CCP has put in place. You should review the relevant disclosures carefully in this respect and take legal advice to fully understand the risks in these scenarios. In addition, please note the following:

- we expect that an insolvency official will be appointed to manage the clearing broker or the CCP. Our rights against the clearing broker or the CCP will depend on the relevant insolvency law and/or that official;
- it may be difficult or impossible to port Client Transactions and/ or CCP Transactions and related margin, so it would be reasonable to expect that they will be terminated at the level of the clearing broker and/ or the CCP. The steps, timing, level of control and risks relating to that process will depend on the clearing broker and/ or the CCP, the applicable rules or agreements and the relevant insolvency law. However, it is likely that there will be material delay and uncertainty around when and how much assets or cash we will receive back from the clearing broker or the CCP. Subject to the bullet points below, it is likely that we will receive back only a percentage of assets available depending on the overall assets and liabilities of the clearing broker or the CCP;
- it is unlikely that you will have a direct claim against the clearing broker or the CCP because of the principal-to-principal model described in Part One A;
- under the indirect client clearing agreement, Indirect Client Transactions will terminate at the same time as the matching Client Transactions unless our clearing agreement with the clearing broker provides otherwise. This will result in a net sum owing between you and us. However, your claims against us are limited recourse so that you will only receive amounts from us in relation to Indirect Client Transactions if we receive equivalent amounts from the clearing broker or the CCP in relation to relevant Client Transactions;
- if recovery of margin in these scenarios is important, then you should explore whether any clearing brokers offer "bankruptcy remote" or "physical segregation" structures. It is beyond the scope of this disclosure to analyse such options but your due diligence on them should include an analysis of matters such as whether other creditors of the type described in "*Porting – preferential creditors*" below will have priority claims to margin; whether margin or positions on one account could be applied against margin or positions on another account (notwithstanding the client clearing agreement); the likely time needed to recover margin; whether the margin will be recovered as assets or cash equivalent; and any likely challenges to the legal effectiveness of the structure (especially as a result of the clearing broker's insolvency).

Margin rights

If you provide assets to us by way of security interest and we have not exercised a right of use over those assets, then you should have a legal right to recover the balance of those assets (after settling your obligations to us) ahead of other creditors. However, please note that, depending on the exact set up of our security arrangements, it may be that some preferential creditors will still have a prior claim to your assets.

If you have retained title to the assets (e.g. book-entry securities held in a custody account over which you have given us a security interest) then you will have the best chance of recovering them. However, as regards cash on a cash account, in our insolvency, you are only protected to the extent that you may benefit from the Swiss deposit protection scheme (which provides coverage up to an amount of CHF 100,000) or, if we are acting through a foreign branch, any foreign deposit protection scheme.

The actual result will be highly fact specific and will depend on, amongst other things, the exact terms of our legal arrangements; how we have operated accounts; and claims that other intermediaries (e.g. custodians and settlement systems) have to those assets.

We do not expect the above position to change materially if you have a Basic Omnibus Indirect Client Account or Gross Omnibus Indirect Client Account.

Close-out netting

If we default and the clearing broker cannot port the Client Transactions and collateral (e.g. because a back-up entity cannot be found), then we would expect it to terminate and net our Client Transactions and apply related assets.

You and we would want this to work differently from normal bilateral close-out netting that would apply to all positions and assets between us and the clearing broker – e.g. assets on an Gross Omnibus Indirect Client Account relating to you could be netted with our house or another indirect client account at the clearing broker. There is a risk that this netting across accounts could happen automatically as a result of ordinary Swiss insolvency law or the automatic termination may be agreed as part of the contractual arrangement.

A similar risk occurs between us and you in relation to the Indirect Client Transactions. It is most likely to materialise in a pre-porting period during which Swiss law may automatically set off Indirect Client Transactions and collateral relating to one clearing broker with Indirect Client Transactions and collateral relating to another. This risk arises regardless of what you and we may provide for in our clearing documentation. Whilst the resulting termination amount should represent our net exposure to each other, it will make porting difficult or impossible.

Please also note more generally that your freedom to close out Indirect Client Transactions is more limited under the indirect client clearing agreement than in other arrangements that you may be used to. In particular, the main termination event under our indirect client clearing agreement is that the relevant clearing broker has declared us to be in default under the client clearing agreement between it and us. The intention is to match the treatment of Client Transactions and Indirect Client Transactions as much as possible. However, this may mean that – unless the clearing broker declares a default under the client clearing agreement - you cannot terminate Indirect Client Transactions for common reasons such as a payment or insolvency default on our part.

Porting – limitations

As mentioned above (under Part One A *"What happens if porting is not achieved?"*), except in specific (e.g. physically segregated) structures, a clearing broker only owes us (not you) obligations in relation to Client Transactions and related assets.

As a result, when these contracts and assets are transferred to a back-up entity, there is a risk of insolvency challenge because our rights have effectively been taken from us on or around the time of our insolvency. Applicable laws may not permit this and there is a risk that the courts may therefore not permit, or may unwind, any porting and related Indirect Client Transactions with this back-up entity.

As regards a default of us, assuming that the "porting processes" are validly agreed under the contractual arrangements between the Direct Client, the clearing broker and the CCP, the transfer of assets (margin) and positions (transactions) under such processes would be upheld under Swiss laws upon the occurrence of a default of the Direct Client in respect of positions and, as regards margin assets, provided that any assets to be transferred are either securities or other financial instruments with a value that may be determined on the basis of objective criteria (e.g. a market price). The relevant statutory provisions are Art. 27(1)(c) of the Banking Act and Art. 91(1) FMIA in combination with Art. 90(1)(c) FMIA. This recognition applies irrespective of whether the porting implies a close-out netting of outstanding positions and a re-establishment of new positions or whether it results in a transfer of outstanding positions without a close-out netting (Art. 74(2) FMIO).

However, note that the enforceability of the porting processes is subject to the power of FINMA to order under Art. 30a Banking Act, in connection with protective measures under Art. 26 of the Banking Act or reorganisation proceedings under Art. 28 to 32 of the Banking Act, a temporary stay of the "porting" of assets or positions for up to two business days.

Security interest in addition to porting

A clearing broker's porting structure may be supported by a security interest. This can take different forms but could involve us creating security over our rights against the clearing broker in relation to a Basic Omnibus Indirect Client Account or a Gross Omnibus Indirect Client Account in your favour or in favour of another person (e.g. an independent trustee) to hold the security on your behalf. Broadly speaking, the security interest should support the argument that these assets are not part of our insolvency estate (i.e. are not to be shared with our general creditors).

However, a right of private sale under such security interest would only be enforceable in our insolvency if a Swiss court were to come to the conclusion that the safe harbour of Art. 27(1)(b) of the Banking Act applies in this context. Art. 27(1)(b) of the Banking Act provides that a right of private sale would be enforceable where FINMA (i) takes protective measures under Art. 26 of the Banking Act, (ii) initiates bank reorganisation proceedings under Art. 28 to 32 of the Banking Act or (iii) orders the liquidation of the bank (bank insolvency proceedings) under Art. 33 et seq. of the Banking Act, provided in each of (i) to (iii) that the security interest is created in respect of "securities or financial instruments with a value that may be determined on the basis of objective criteria (e.g. a market price)".

To the extent that the security interest is created over the Direct Client's claims in respect of the positions (transactions), a court may come to the conclusion that the security interest is not created in respect of "securities or financial instruments", but only in respect of entitlements we have against the clearing broker in respect of positions. As regards a security interest created over our claim against the clearing broker to the return of margin assets transferred under a title transfer collateral arrangement up the clearing chain, the risk that the court would come to this conclusion is even greater, given that such security interest is not created over securities or financial instruments, but over a mere claim to the return of margin assets. As a result, a court may come to the conclusion that the safe harbour of Art. 27(1)(b) of the Banking Act is not applicable and that, as a result, any right of private sale agreed in the pledge agreement would no longer be enforceable upon the commencement of insolvency proceedings regarding the Direct Client.

As a result of the right of private sale being potentially unenforceable in our insolvency and therefore flawed, the pledge would not provide a further benefit to the Indirect Client in addition to the statutory rights the Indirect Client already has by operation of Art. 91(2) FMIA (as set out below under Part One A "*If porting does not occur, will your entitlements in positions and margin assets be segregated from our insolvency estate?*").

Mismatch of CCP/Client Transactions and assets

It could be that our net assets in relation to Client Transactions do not match our net obligations to each other in relation to the matching Indirect Client Transactions. This can slow down or make porting impossible either operationally or legally.

For example, it may occur at clearing broker level as a result of Fellow Client Risk (see the explanation of this term in Part Two of this document) in a Gross Omnibus Indirect Client Account, with the result that there are insufficient assets available for porting to satisfy our obligations to you in relation to the Indirect Client Transactions.

Alternatively, it could be that all of your Indirect Client Transactions with us are netted automatically (please see above under "*Close-out netting*").

Swiss Banking Act

The Swiss Banking Act applies because we are a Swiss bank that falls within its scope. For instance, in reorganisation proceedings under Articles 28 to 32 of the Banking Act, any of our assets and liabilities may be transferred to a third party by order of FINMA. In that case, your counterparty and/or your counterparty risk may change. It is unlikely that you will be able to stop such transfer or to enforce any early termination rights against us as a result of such transfer if the reorganisation is successful.

Part One D: The terms and conditions on which we offer services to you

**Goldman Sachs Bank AG
Indirect Clearing (GS Bank AG as direct client)**

1. Introduction

Goldman Sachs Bank AG (hereinafter referred to as “we”, “us”, “our” or “**GS Bank**”) is not a direct clearing member at certain CCPs - comprising UK and EU CCPs - in respect of certain or all services relating to listed derivatives. Each EU and UK CCP (comprises an “**Affected CCP**” and such services comprise the “**Affected CCP Services**”). GS Bank uses its UK affiliate, Goldman Sachs International (“**GSI**”), to clear transactions for your account at certain Affected CCP. During the first quarter 2019, GS Bank will begin to also use its EU affiliate, Goldman Sachs Bank Europe (“**GSBE**”), to clear transactions for your account at certain Affected CCPs (GSBE and GSI each a “**Clearing Broker**”). These arrangements constitute indirect clearing services as contemplated in Commission Delegated Regulation (EU) No. 2017/2154 supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards on indirect clearing arrangements and the corresponding regulation on indirect clearing arrangements implemented in the United Kingdom (together, the “**Indirect Clearing Regulations**”).

As a client that provides indirect clearing services at Affected CCPs pursuant to the Indirect Clearing Regulations, we are required to publicly disclose the general terms and conditions under which we provide those services.

This document is intended to provide that information to new and existing clients and should be read in connection with the information set out in the Goldman Sachs Bank AG Direct Client Disclosure Document (the “**Direct Client Disclosure Document**”). The information set out below is general in nature, and in all cases the clearing services we provide to you are subject to detailed legal documentation.

2. Choice of Basic Omnibus Indirect Client Accounts and Gross Omnibus Indirect Client Accounts

The Indirect Clearing Regulations require GS Bank to provide you with the option of two indirect client accounts at the Clearing Broker – a “basic” omnibus indirect client segregated account (a “**Basic Omnibus Indirect Client Account**”) and a “gross” omnibus indirect client segregated account (a “**Gross Omnibus Indirect Client Account**”).

Both the Basic Omnibus Indirect Client Account and Gross Omnibus Indirect Client Account are omnibus accounts, and so, at the level of the Clearing Broker(s) and the Affected CCP, your positions and assets will be comingled with the positions and assets of other clients. More detailed information about the features of a Basic Omnibus Indirect Client Account and Gross Omnibus Indirect Client Account at the Affected CCPs, and the risks associated with these accounts, is included in the Direct Client Disclosure Document.

3. Terms of indirect clearing services where GS Bank acts as “client”

With regard to the terms and conditions which apply to our clearing services reference is made to the Account Opening Documents and the Conditions for Exchange Traded Options and Futures Transactions together with all documents constituting the private wealth management

agreement (“**Private Wealth Management Agreement**”). We have set out below a general description of the principal terms and conditions of the Private Wealth Management Agreement which apply to the Affected CCP Services, where we act as a "client" under the Indirect Clearing Regulations. This description also highlights additional terms and conditions which may apply where you have elected for a Gross Omnibus Indirect Client Account at any Affected CCP.

Please note that neither the Private Wealth Management Agreement nor the Indirect Clearing Regulations creates a direct contractual relationship between you and any Clearing Broker, even if you were to elect to utilise a Gross Omnibus Indirect Client Account in connection with the Agreed CCP Services.

The principal terms and conditions which apply to the Affected CCP Services, are as follows:

- Clients acknowledge that they have read and understood all disclosure statements with respect to their trading activities that we have provided to them, including the Direct Client Disclosure Document and any ancillary disclosures provided in connection with the Indirect Clearing Regulations and the Affected CCP Services.
- Clients acknowledge that all exchange-traded derivatives transactions executed and/or cleared for their account or on their behalf are subject to applicable law and regulation (which includes the Indirect Clearing Regulations and the rules of the Affected CCPs). Clients agree to conduct their activities subject to the Private Wealth Management Agreement in accordance with such applicable law and regulation.
- Clients agree to provide us with such information as we may reasonably require in order to provide the clearing services or otherwise comply with applicable law and regulation. In connection with the Affected CCP Services, the Indirect Clearing Regulations requires that we provide the Clearing Brokers with sufficient information to identify, monitor and manage any material risks arising from the indirect clearing services being provided.
- Clients also agree that we may disclose such information to our service providers and certain other persons in connection with the execution and clearing of their transactions, or as required by applicable law and regulation, and hereby waive any limitations resulting from banking secrecy, data protection or any other applicable legislation that may apply to the relationship between the client and GS Bank. In particular, in connection with the Affected CCP Services, we may disclose information about a client's positions to the relevant Clearing Broker(s). In addition, if a client has elected to utilise a Gross Omnibus Indirect Client Account, we will be required to disclose such client's identity to the relevant Clearing Broker(s) in the event of our insolvency.
- Clients agree that we may limit the size of their positions, refuse to accept any order or transaction, or require them to transfer their account to another firm. In particular, our ability to provide indirect clearing services at the Affected CCPs will be subject to any clearing, position and other limits imposed on us by the applicable Clearing Broker(s).
- Clients agree to meet all margin calls with respect to the transactions we clear for their account or on their behalf, in such form and amounts and within such time as we may determine or agree, consistent with applicable law and regulation. In particular, the form of margin we can accept from clients in connection with the Affected CCP

Services will be subject to the requirements imposed on us by the relevant Clearing Broker(s) and Affected CCPs. Furthermore, where a client has elected to have its positions and assets managed in a Gross Omnibus Indirect Client Account at the applicable Clearing Broker(s) and Affected CCPs, we will require that all margin provided is in cash (to be held in accordance with the Client Asset Rules contained in the FCA Handbook) and all margin calls be met exactly, or "to-the-penny".

Note that you will not have any entitlement in the margin assets (the **Margin Assets**) we are posting as collateral for your positions up the clearing chain, but your entitlement will be limited to the assets you have pledged to us under the ETD Clearing Agreement (the **Pledged Assets**). To the extent that the value of the Margin Assets were to exceed the value of the Pledged Assets, you hereby acknowledge that you have no entitlement to claim from us the difference in value between the value of the Pledged Assets and the Margin Assets. If there is an amount owed by the Clearing Broker in respect of the positions we hold for you with the Clearing Broker, the Clearing Broker may attempt to pay such amount directly to you if you have chosen a Gross Omnibus Indirect Client Account. Should you receive such direct payments, you hereby undertake to return any amount equal to the excess of the value of the Margin Assets over the value of the Pledged Assets to us.

Finally, please be aware that, should you elect to utilise a Gross Omnibus Indirect Client Account at any Affected CCP, the terms and conditions of such Affected CCP and the applicable Clearing Broker may require that we enter into additional documentation with you to supplement the existing terms of our Private Wealth Management Agreement.

Annex 1

List of CCPs

As of the date of this document, GS Bank uses GSI as the Clearing Broker at the following Affected CCPs, for the following Affected CCP Services:

Affected CCP	Country	Affected CCP Service	Clearing Broker
ICE Clear Europe Limited	England	Energy contracts with NDEX as their Market Identifier Code (or "MIC") and all other services	Goldman Sachs International ("GSI")
LCH Ltd	England	All services	GSI
LME Clear	England	All services	GSI

During the first quarter 2019, GS Bank is expected to use GSBE as the Clearing Broker (in place of GSI) at the following Affected CCPs, for the following Affected CCP Services. The estimated date for that change is also set-out below:

Affected CCP	Country	Affected CCP Service	Clearing Broker	Estimated effective date of change
BME Clearing S.A.U.	Spain	All services	Goldman Sachs Bank Europe SE ("GSBE")	February 2019
Cassa di Compensazione e Garanzia S.p.A.	Italy	All services	GSBE	February 2019
LCH SA	France	Services other than CommodityClear	GSBE	February 2019
NASDAQ Clearing A.B.	Sweden	Nasdaq Derivatives Markets	GSBE	February 2019
Eurex Clearing AG	Germany	All services	GSBE	March 2019

Part Two: Clearing broker indirect client account structures¹³

As noted in Part One B, each clearing broker is required under the Indirect Clearing RTS to offer at least the choice of a Basic Omnibus Indirect Client Account or a Gross Omnibus Indirect Client Account. This Part Two contains an overview of the levels of segregation of each account type, together with an overview of the main protections afforded by and the main legal implications of each.

The descriptions given in this Part Two are very high level and consider the minimum requirements for indirect client account types under the Indirect Clearing RTS and the respective levels of segregation. However, the particular characteristics of the accounts will affect the exact levels of protection they offer and the legal implications so you must review the information provided by the clearing brokers to fully understand the risks of the specific account we maintain in relation to you at each clearing broker. You may also need to seek professional advice to understand the differences in detail. However, we hope that the questions raised and factors described in both parts of this document will help you to know which questions to ask and to understand the impact of the answers you receive.

The descriptions have been prepared on the basis of the minimum requirements in the Indirect Clearing RTS.

The Annex seeks to compare the main account types and levels of segregation against the following risks:

Risks used to compare each account type and level of segregation	Explanation of risk
Transit Risk	Whether you are exposed to us at any point in the process of providing or receiving margin in respect of Indirect Client Transactions.
Fellow Client Risk	Whether assets provided to the clearing broker or CCP in respect of Client Transactions related to you could be used to cover losses in Client Transactions relating to another client.
Liquidation Risk	Whether, if the Client Transactions and assets relating to them were to be ported, there is a risk that any non-cash assets would be liquidated into cash. If this were to happen, the value given to such assets by the clearing broker may differ from what you perceive to be the full value of the assets.
Haircut Risk	Whether the value of the assets that relate to Client Transactions might be reduced or not increase by as much as you expect because the clearing broker applied a haircut that did not properly reflect the value of the asset.

Risks used to compare each account type and level of segregation	Explanation of risk
Valuation Mutualisation Risk	Whether the value of the assets that relate to Client Transactions could be reduced or not increase by as much as you expect because the assets posted in relation to other clients' Client Transactions have decreased in value.
Clearing Broker Insolvency Risk	Whether you are exposed to the insolvency or other failure of the clearing broker.

Typical account characteristics at the clearing broker level¹⁴

	Basic Omnibus Indirect Client Account	Gross Omnibus Indirect Client Account
Who will the Client Transactions recorded in the account relate to?	Basic Omnibus Indirect Client Accounts record both assets and Client Transactions that relate to you (where you have opted for a Basic Omnibus Indirect Client Account) and the assets and Client Transactions that relate to our other clients that have also opted for a Basic Omnibus Indirect Client Account.	Gross Omnibus Indirect Client Accounts record both assets and Client Transactions that relate to you (where you have opted for a Gross Omnibus Indirect Client Account) and the assets and Client Transactions that relate to our other clients that have also opted for a Gross Omnibus Indirect Client Account.
Which losses can assets recorded in the account be used for?	Assets that are provided to the clearing broker as margin for a Client Transaction recorded in a Basic Omnibus Indirect Client Account may be used to cover any losses in that account, whether such losses relate your Client Transactions or Client Transactions relating to one of our other clients within that Basic Omnibus Indirect Client Account.	Assets that are provided to the clearing broker as margin for a Client Transaction recorded in a Gross Omnibus Indirect Client Account may be used to cover any losses in that account, whether such losses relate your Client Transactions or Client Transactions relating to one of our other clients within that Gross Omnibus Indirect Client Account. ¹⁵
Will the clearing broker know which Client Transactions and types of assets relate to you?	The clearing broker may not know which Client Transactions and assets recorded in a Basic Omnibus Indirect Client Account relate to you.	Yes, but prior to our default it may not know your identity.
Will the clearing broker record the assets provided by value only or will it identify the type of asset provided?	The clearing broker may identify in its records the type of asset provided as margin for the Basic Omnibus Indirect Client Account but will not be able to identify which type of assets relate to any client's Client Transactions within that Basic Omnibus Indirect Client Account.	The clearing broker may identify in its records the type of asset provided as margin for the Gross Omnibus Indirect Client Account but is unlikely to be able to identify anything other than the value of assets provided in respect of any of our client's Client Transactions within that Gross Omnibus Indirect Client Account.

	Basic Omnibus Indirect Client Account	Gross Omnibus Indirect Client Account
Will the Client Transactions recorded in the account be netted?	It is likely that the Client Transactions recorded in the account will be netted. This means that Client Transactions that relate to you may be netted with Client Transactions that relate to our other clients whose Client Transactions are recorded in the same Basic Omnibus Indirect Client Account.	Client Transactions relating to you are likely to be netted with other Client Transactions relating you. However, Client Transactions relating to you should not be netted with Client Transactions relating to any of our other clients recorded in the same Gross Omnibus Indirect Client Account.
Will the margin be calculated on a gross or net basis?	The margin will be calculated on a net basis.	The margin will be calculated on a gross basis.
Will you have to enter into any documentation or operational arrangements directly with the clearing broker?	You may have to enter into legal documentation to which the clearing broker is party. It is unlikely that you will have to set up any operational arrangements with the clearing broker directly.	You may have to enter into legal documentation to which the clearing broker is party. It is possible but unlikely that you will have to set up some operational arrangements with the clearing broker directly.
Transit Risk	Yes	Yes
Fellow Client Risk	Yes	Yes ¹⁶
Liquidation Risk	Yes	Yes (unless the clearing broker is able to port the assets recorded in the account or is able to transfer the assets to you without needing to liquidate some or all of them first).
Haircut Risk	Yes	Yes

	Basic Omnibus Indirect Client Account	Gross Omnibus Indirect Client Account
Valuation Mutualisation Risk	Yes	Yes
Clearing Broker Insolvency Risk	Yes	Yes
How likely it is that porting will be achieved if we default?	Unlikely ¹⁷	If you have satisfied all of the clearing broker's and back-up entity's conditions, porting is more readily facilitated in the event of our default.

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- 1 Commission Delegated Regulation (EU) No. 2017/2154 supplementing Regulation (EU) No 600/2014 with regard to regulatory technical standards on indirect clearing arrangements, and Commission Delegated Regulation (EU) No. 2017/2155 amending Commission Delegated Regulation (EU) No 149/2013 with regard to regulatory technical standards on indirect clearing arrangements.
- 2 ESMA confirms in paragraphs 9, 10 and 92 of the May 2016 Final Report on the Indirect Clearing RTS that (indirect) clearing on recognised non-EU CCPs is out of scope of the Indirect Clearing RTS requirements. At that time the UK was part of the EU, and this disclosure is designed for clearing on EU CCPs and UK CCP only.
- 3 The document assumes that all CCPs that will be used by the Direct Client's clearing broker operate a principal to principal rather than an agency model. It would need to be supplemented and each section of the document revisited if any of the CCPs were to operate on an agency basis.
- 4 The document assumes there is a contractual relationship in place between the clearing broker and the Direct Client which sets out certain arrangements that are referred to throughout the document. This contractual relationship is described as a "client clearing agreement". Firms may wish to amend these references to better reflect their contractual documentation and what it covers.
- 5 The document assumes there is a contractual relationship in place between the Direct Client and the Indirect Client which sets out certain arrangements that are referred to throughout the document. This contractual relationship is described as a "indirect client clearing agreement". Firms may wish to amend these references to better reflect their contractual documentation and what it covers.
- 6 This description is based on Articles 6(2)(b) and 6(4) of the Indirect Clearing RTS.
- 7 This description is based on Articles 4 (5) to (7) of the Indirect Clearing RTS.
- 8 In the event that the CCP were incorporated in Switzerland, there would be a regulatory obligation of the CCP to agree to such porting procedures on the basis of Article 55 of the FMIA. Under the FMIA as currently in force, this would apply for all relevant accounts, including Basic Omnibus Indirect Client Accounts.
- 9 This description is based on Article 4(2)(a) of the Indirect Clearing RTS.
- 10 This description is based on Article 4(2)(b) of the Indirect Clearing RTS.
- 11 The current description of the netting sets is based on the FIA interpretation of Article 4(2)(b) of the Indirect Clearing RTS as set out in more detail in the FIA's working document on indirect clearing arrangements for exchange-traded derivatives (ETD) under draft MiFIR RTS on indirect clearing arrangements (the **FIA Working Document**). As set out in more detail on page 9 of the FIA Working Document, it is proposed for "client in another account" to be added at the end of Article 4(2)(b).
- 12 This section refers to excess margin as described in Recital 5 of the Indirect Clearing RTS.
- 13 In preparing the overview of typical indirect client account characteristics, we have based our analysis on the minimum requirements as set out in the Indirect Clearing RTS. Therefore, we have assumed that clients would be offered the choice between a net-margined Basic Omnibus Indirect Client Account and a Gross Omnibus Indirect Client Account. Please note that it would nevertheless be permitted to offer clients additional types of account structures and segregation models, including ISAs, as long as they provide at least the level of segregation prescribed in the Indirect Clearing RTS (see Article 5(1) of the Indirect Clearing RTS and paragraphs 33 and 34 of ESMA's November 2015 Consultation Paper on the Indirect Clearing RTS, and paragraph 35 of ESMA's May 2016 Final Report on the Indirect Clearing RTS).
- 14 To be discussed whether a column for a description of ISAs should be introduced (See also Endnote 13).
- 15 This assessment is based on the FIA interpretation of Article 4(2)(b) of the Indirect Clearing RTS as summarised in the FIA Working Document.

¹⁶ This assessment is based on the FIA interpretation of Article 4(2)(b) of the Indirect Clearing RTS as summarised in the FIA Working Document.

¹⁷ See Endnote 8 above.