

I S D Aクレジットデリバティブ定義集、S T S及びS T S（2010年版）に係る  
読替えを定める件

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株式会社日本証券クリアリング機構

当社は、CDS清算業務に関する業務方法書の取扱い第37条第3項第2号及び第37条の2第2項の規定に基づき、清算約定に対してI S D Aクレジットデリバティブ定義集、S T S及びS T S（2010年版）を適用するにあたり必要な読替えを別紙のとおり定める。

## AMENDMENTS TO TERMS OF CREDIT DERIVATIVES DEFINITIONS AND STANDARD TERMS SUPPLEMENT

These Amendments of Terms of Credit Derivatives Definitions and Standard Terms Supplement (these “**Amendment Provisions**”) have been established and published by the Japan Securities Clearing Corporation (“**JSCC**”) on July 19, 2011 as amended, to set forth amendments and supplements to the terms of the 2014 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) (the “**2014 Credit Derivatives Definitions**”), 2003 ISDA Credit Derivatives Definitions as supplemented by the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (published on July 14, 2009), each as published by the **ISDA** (together, the “**2003 Credit Derivatives Definitions**”), iTraxx Asia/Pacific Untranch Standard Terms Supplement published on September 20, 2014 (the “**STS**”) and the iTraxx Asia/Pacific Legacy Untranch Standard Terms Supplement (published on November 25, 2010, as amended) (the “**STS 2010**”) which shall apply to the Clearing Contract (defined as “*Seisan Yakujo*” in Article 2 Paragraph 2 (27) of the CDS Clearing Business Rules (*CDS Seisan Gyomu Ni Kansuru Gyomu Houhousho*) established by JSCC dated July 19, 2011, as amended (the “**Business Rules**”)) pursuant to the Business Rules.

Any capitalized term used in these Amendment Provisions but not defined in these Amendment Provisions shall have the meanings given to such terms in the Business Rules, the Credit Derivatives Definitions or the STS, unless otherwise prescribed in these Amendment Provisions.

Each term listed in the left-hand column of the Appendix hereto (“Terms of these Amendment Provisions”) shall have the meanings given to the corresponding Japanese term in the Applicable Rules as set forth in the Appendix.

### Section 1 Amendments to terms of the 2014 Credit Derivatives Definitions

1. This Section 1 sets out the following additional terms applicable to all Clearing Contracts to which the Credit Derivatives Definitions apply by virtue of Article 51 of the Business Rules.
  - (1) Subject to Article 121 and Article 122 of the Business Rules, if a Convened DC (as defined in the DC Rules) resolves, pursuant to Section 3.8(a) of the DC Rules, (i) a question of interpretation regarding the provisions of ISDA 2014 Credit Derivatives Definitions Protocol (the “**2014 Protocol**”) or (ii) to make any amendments to Schedule 1 of the 2014 Protocol, in each case that affect a Clearing Contract, JSCC will, as promptly as practicable, use best endeavours to make conforming changes to the Applicable Rules in order to implement such resolutions.
  - (2) Section 8.10(a) of the Credit Derivatives Definitions is hereby amended by replacing “or”

at the end of sub-paragraph (ii) thereof with “and” and adding the following sub-paragraph (iii):

“(iii) the thirtieth calendar day after the date of the JSCC Credit Event Announcement (defined as “*Credit Event Hassei Happyou*” in Article 2 Paragraph 1 (10) of the CDS Clearing Business Rules (*CDS Seisan Gyomu Ni Kansuru Gyomu Houhousho*) established by Japan Securities Clearing Corporation (“**JSCC**”) dated July 19, 2011, as amended (the “**Business Rules**”)) or the actual decision by the relevant Designated Dispute Resolver (defined as “*Shitei Funsou Kaiketsusha*” in Article 2 (9) of the JSCC DC Rules (*JSCC Kettei Inkai Kisoku*) established by JSCC dated July 19, 2011 as amended (the “**JSCC DC Rules**”)) in accordance with Article 24 of the JSCC DC Rules; or”

- (3) For the purposes only of Section 1.16(a)(ii)(A)(II) of the 2014 Definitions, Section 1.17 of the Credit Derivatives Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.
- (4) Section 1.20 of the Credit Derivatives Definitions is hereby modified by replacing “If, in accordance with Section 1.16 (Event Determination Date) or 1.19 (No Event Determination Date),” with “If, in accordance with Section 1.16 (Event Determination Date) or 1.19 (No Event Determination Date), or if, where applicable in accordance with the Applicable Rules (defined as “*Hon Gyomu Houhousho Tou*” in Article 2 Paragraph 1 (55) of the Business Rules), a JSCC Credit Event Announcement has occurred and.”.
- (5) Where a Credit Event Announcement (a DC Credit Event Announcement or, where applicable in accordance with the Applicable Rules, a JSCC Credit Event Announcement) in respect of a Credit Event has occurred in respect of a Clearing Contract, Buyer may not deliver a Notice of Physical Settlement, and delivery of any Notice of Physical Settlement will not be effective under the Terms of the Clearing Contract. Where the method of settlement for a particular Credit Event becomes the Fallback Settlement Method due to the occurrence of one of the events in Section 6.1 of the Credit Derivatives Definitions, Clearing Contracts will be settled in accordance with the procedures set out in Appendix 3 of the Handling Procedures of CDS Business Rules.
- (6) “**Terms of the Clearing Contract**” used in (5) above shall have the meaning provided in Section 3 Paragraph 1 (8) of these Amendment Provisions.
- (7) In respect of a JSCC Credit Event Announcement, the following modifications are made:
  - (i) Section 1.16 of the Credit Derivatives Definitions shall be deemed modified by adding, following the term “DC Credit Event Announcement” the phrase “or JSCC Credit Event Announcement, as applicable,”;
  - (ii) Section 1.16(ii) of the Credit Derivatives Definitions shall be deemed modified by adding, following the term “Credit Event Resolution Request Date” the phrase “or the date determined by the JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee (defined as “*JSCC Kettei Inkai*” in the Business Rules), as applicable in accordance with the Applicable Rules”.

- (8) Section 10.2(a)(i)(III) of the Credit Derivatives Definitions shall be replaced in its entirety with the following:

“(III) either (x) subject to (y), the occurrence of an Auction Final Price Determination Date or Physical Settlement Date, as applicable, or to the extent that a Valuation Date, Delivery Date or Termination Date, as applicable, has occurred, in each case, on or prior to the date that ISDA publicly announces such DC Resolution of the relevant Credit Derivatives Determinations Committee or (y) where the Fallback Settlement Method applies and the determination relates to the occurrence of an Event Determination Date or the identification of one or more Successors, the occurrence of an Effective Matching (defined as “*Taiou Pair Kakutei Jiten*” in Paragraph 2 (2) of Appendix 3 of the Handling Procedures of CDS Business Rules (*CDS Seisan Gyomu Ni Kansuru Gyomu Houhousho No Toriatsukai*) established by JSCC dated July 19, 2011 (the “**Handling Procedures**”) under Appendix 3 of the Handling Procedures on or prior to the date that ISDA publicly announces such DC Resolution of the relevant Credit Derivatives Determinations Committee;”

- (9) Article XI of the Credit Derivatives Definitions is hereby amended by adding new Section 11.1(e) as follows:

“(e) In respect of (A) a CDS Transaction (defined as “*CDS Torihiki*” in Article 2 Paragraph 1 (61) of the Business Rules) between two Clearing Participants or (B) an Underlying Transaction of Clearing Brokerage (defined as “*Seisan Toritsugi Gentorihiki*” in Article 2 Paragraph 1 (26) of the Business Rules) (each a “**Bilateral CDS Transaction**”) which is accepted for Assumption of Obligation (defined as “*Saimu Futan*” in Article 2 Paragraph 1 (14) of the Business Rules), Buyer and Seller shall be deemed to agree at the time of acceptance of the Bilateral CDS Transaction by JSCC for Assumption of Obligation:

- (i) except as otherwise expressly provided in the Applicable Rules, notwithstanding any provisions in the Clearing Participant Agreement (defined as “*Seisan Sankasha Keiyaku*” in Article 2 Paragraph 1 (24) of the Business Rules) or the Master Agreement between a Clearing Participant and JSCC that governs the relevant Clearing Contract that describes an alternative mechanism for resolving, in the absence of agreement between Buyer and Seller, any matter that is determined (and is determined by JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee, which is permitted to determine or resolve such matter under the Applicable Rules) by JSCC, any determination or resolution by JSCC that is applicable to such Clearing Contract shall be binding on Buyer and Seller to the extent that such determination or resolution of the JSCC Determinations Committee is made either by reference to the terms of the Credit Derivatives Definitions or by reference to the terms of any additional provisions published by ISDA and incorporated in the Terms of the Clearing Contract and provided that the effect of such determination or resolution would not reverse the most recent determination or resolution (if

any) of the Credit Derivatives Determinations Committee with regard to such matter:

- (A) until such time as JSCC publicly announces that such determination or resolution of JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee has been reversed by a subsequent determination or resolution of JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee, if any, (subject to Section 9.1(e)(i)(B) below) or the Credit Derivatives Determinations Committee subsequently reaches a different determination or resolution with regard to such matter, provided that such subsequent determination or resolution of JSCC or the Credit Derivatives Determinations Committee shall have no effect in relation to any Clearing Contract to the extent that (x) subject to (y), a Settlement Date has occurred in relation to it or (y) where the Fallback Settlement Method applies and the determination relates to the occurrence of an Event Determination Date or the identification of one or more Successors (an “**Applicable Matter**”), an Effective Matching has occurred under Appendix 3 of the Handling Procedures in relation to it; and/or
- (B) unless the effect of such determination or resolution of JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee would be to reverse a prior determination or resolution of JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee or determination that an Event Determination Date has occurred, that has resulted in:
  - (I) the identification of one or more Successors;
  - (II) the identification of one or more Substitute Reference Obligations; or
  - (III) either (x) subject to (y), the occurrence of an Auction Final Price Determination Date or Physical Settlement Date, as applicable, or to the extent that a Valuation Date, Delivery Date or Termination Date, as applicable, has occurred, in each case, on or prior to the date that JSCC publicly announces such determination of the JSCC Determinations Committee or (y) where the Fallback Settlement Method applies and the determination relates to an Applicable Matter, the occurrence of an Effective Matching under Appendix 3 of the Handling Procedures on or prior to the date that JSCC publicly announces such determination of the JSCC Determinations Committee;

- (C) notwithstanding the fact that:
    - (I) the Credit Derivatives Definitions, as supplemented, or the relevant additional provisions published by ISDA and incorporated in the related Clearing Contract, as applicable, may require such determination to be made by the Calculation Agent; or
    - (II) in order to reach such determination or resolution of JSCC, JSCC may be required to determine one or more factual matters before being able to reach such determination; and
  - (D) notwithstanding any actual or perceived conflict of interest on the part of a member of JSCC Determinations Committee (“**Committee Member**”) or Committee Participant (defined as “*Kettei Inkai Sankasha*” in Article 2 (5) of the JSCC DC Rules) of the JSCC Determinations Committee, legal counsel or other third-party professional retained by such Committee Member or Committee Participant in connection with such Committee Member's or Committee Participant's performance of its duties under the Applicable Rules;
    - (ii) that no JSCC, the JSCC Determinations Committee, Committee Member, Committee Participant, Dispute Resolver (defined as “*Funsou Kaiketsusha*” in Article 2 (19) of the JSCC DC Rules) or Designated Dispute Resolver is (A) under any obligation to research, investigate, supplement, or verify the veracity of, any information on which the relevant JSCC or JSCC Determinations Committee bases its decision and (B) acting as a fiduciary for, or as an advisor to, Buyer or Seller in connection with the relevant Clearing Contract;
    - (iii) that, in reaching any determination of JSCC or the JSCC Determinations Committee that is applicable to such Clearing Contract, none of JSCC, the JSCC Determinations Committee, any Committee Member, Committee Participant, Dispute Resolver or Designated Dispute Resolver shall be under any requirement to consult with, or individually notify, Buyer or Seller, notwithstanding any provision of the Credit Derivatives Definitions, as supplemented, or of the relevant additional provisions published by ISDA and incorporated in the related Confirmation to the contrary; and
    - (iv) that, where the JSCC Determinations Committee decides not to determine a Deliberation Item (defined as “*Shingi Jikou*” in Article 2 (11) of the JSCC DC Rules) –or to dismiss a Deliberation Item, the Buyer and Seller will treat the Deliberation Item as not having been raised for consideration by the JSCC Determinations Committee.”
- (10) Section 6.1 of the Credit Derivatives Definitions is hereby amended by adding, following the term “Section14.1(b)(ii)(B)(II)(y) (Non-Standard Event Determination Date)” but before the comma the phrase “or (f) an Event Determination Date was determined by

JSCC pursuant to Section 1.16(a)(ii) and such determination of JSCC was in accordance with the determination, the resolution or the decision of the JSCC Determinations Committee” and adding after the term “the Fallback Settlement Method” but before the period the phrase “; provided, however, if, in the case of (f) above, the relevant Credit Derivatives Determinations Committee subsequently reaches, prior to the occurrence of an Effective Matching under Appendix 3 of the Handling Procedures of CDS Business Rules in relation to the Event Determination Date determined by JSCC, a determination or resolution that an Auction will be held with respect to the Credit Event for which JSCC has determined the Event Determination Date, the Fallback Settlement Method shall not apply and Seller shall, subject to Section 5.1, pay to Buyer the Auction Settlement Amount on the Auction Settlement Date”.

## Section 2 Amendments to terms of the 2003 Credit Derivatives Definitions

1. Section 10.1 through Section 10.13 of the Credit Derivatives Definitions are hereby deleted.
2. This Section 1 sets out the following additional terms applicable to all Clearing Contracts to which the Credit Derivatives Definitions apply by virtue of Article 51 of the Business Rules.
  - (1) Subject to Article 121 and Article 122 of the Business Rules, if a Convened DC (as defined in the DC Rules) resolves, pursuant to Section 3.8(a) of the DC Rules, (i) a question of interpretation regarding the provisions of the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring CDS Protocol (the “**July 2009 Protocol**” or (ii) to make any amendments to Schedule 1 of the July 2009 Protocol, in each case that affect a Clearing Contract, JSCC will, as promptly as practicable, use best endeavours to make conforming changes to the Applicable Rules in order to implement such resolutions.
  - (2) Section 3.2(c)(i) of the Credit Derivatives Definitions is hereby amended by replacing “or” at the end of sub-paragraph (B) thereof with “and” and adding the following sub-paragraph (C):

“(C) the thirtieth calendar day after the date of the JSCC Credit Event Announcement (defined as “*Credit Event Hasei Happyou*” in Article 2 Paragraph 1 (10) of the CDS Clearing Business Rules (*CDS Seisan Gyomu Ni Kansuru Gyomu Houhousho*) established by Japan Securities Clearing Corporation (“**JSCC**”) dated July 19, 2011 (the “**Business Rules**”)) or the actual decision by the relevant Designated Dispute Resolver (defined as “*Shitei Funsou Kaiketsusha*” in Article 2 (9) of the JSCC DC Rules (*JSCC Kettei Inkai Kisoku*) established by JSCC dated July 19, 2011 (the “**JSCC DC Rules**”)) in accordance with Article 24 of the JSCC DC Rules; or”
  - (3) Except for purposes of Section 1.23 (Credit Event Backstop Date) of the Credit Derivatives Definitions or in respect of a Credit Event comprising a Restructuring Credit Event only, a Credit Event Notice and Notice of Publicly Available Information with respect to a Clearing Contract will be deemed to have been effectively delivered by the Notifying Party when the decision of the JSCC in accordance with the relevant resolution

or determination of the JSCC Determinations Committee is effective, under the Applicable Rules, that a Credit Event has occurred for which there is Publicly Available Information, with respect to such Clearing Contract. In respect of a Credit Event comprising a Restructuring Credit Event only, any Credit Event Notice specifying such Restructuring Credit Event, which is delivered in accordance with the Terms of the Clearing Contract on or after the decision of the JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee is effective, under the Applicable Rules, that such Credit Event (for which there was Publicly Available Information) has occurred, shall be deemed to include a sufficient Notice of Publicly Available Information.

- (4) Section 1.8(a)(ii)(A)(I)(3)(y) of the Credit Derivatives Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.
- (5) Section 1.8(d) of the Credit Derivatives Definitions is hereby modified by replacing “If, in accordance with the provisions above,” with “If, in accordance with the provisions above, or if, where applicable in accordance with the Applicable Rules (defined as “*Hon Gyoumu Houhousho Tou*” in Article 2 Paragraph 1 (55) of the Business Rules), a JSCC Credit Event Announcement has occurred and,”.
- (6) Section 1.30 of the Credit Derivatives Definitions is hereby modified by replacing the term “Auction Final Price Determination Date” in clause (ii) of the last sentence thereof with the phrase “date that is one Relevant City Business Day prior to the Auction Settlement Date”.
- (7) Where a Credit Event Announcement (a DC Credit Event Announcement or, where applicable in accordance with the Applicable Rules, a JSCC Credit Event Announcement) in respect of a Credit Event other than a Restructuring Credit Event has occurred in respect of a Clearing Contract, Buyer may not deliver a Notice of Physical Settlement, and delivery of any Notice of Physical Settlement will not be effective under the Terms of the Clearing Contract. Where the method of settlement for a particular Credit Event becomes the Fallback Settlement Method due to the occurrence of one of the events in Section 12.1 of the Credit Derivatives Definitions, Clearing Contracts will be settled in accordance with the procedures set out in Appendix 3 of the Handling Procedures of CDS Business Rules.
- (8) “**Terms of the Clearing Contract**” used in (3) and (7) above shall have the meaning provided in Section 3 Paragraph 1 (8) of these Amendment Provisions.
- (9) In respect of a JSCC Credit Event Announcement, the following modifications are made:
  - (i) Section 1.8(a)(ii) of the Credit Derivatives Definitions shall be deemed modified by adding, following the term “DC Credit Event Announcement” the phrase “or JSCC Credit Event Announcement, as applicable,”;
  - (ii) Section 1.8(a)(ii)(A) of the Credit Derivatives Definitions shall be deemed modified by adding, following the term “Credit Event Resolution Request Date” but before the comma the phrase “or the date determined by the JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee (defined



as “*JSCC Kettei Inka*” in the Business Rules), as applicable in accordance with the Applicable Rules”.

- (10) Section 9.1(c)(iii)(B)(III) of the Credit Derivatives Definitions shall be replaced in its entirety with the following:

“(III) either (x) subject to (y), the occurrence of an Auction Final Price Determination Date or Physical Settlement Date, as applicable, or to the extent that a Valuation Date, Delivery Date or Termination Date, as applicable, has occurred, in each case, on or prior to the date that ISDA publicly announces such DC Resolution of the relevant Credit Derivatives Determinations Committee or (y) where the Fallback Settlement Method applies and the determination relates to the occurrence of an Event Determination Date or the identification of one or more Successors, the occurrence of an Effective Matching (defined as “*Taiou Pair Kakutei Jiten*” in Paragraph 2 (2) of Appendix 3 of the Handling Procedures of CDS Business Rules (*CDS Seisan Gyomu Ni Kansuru Gyomu Houhousho No Toriatsukai*) established by JSCC dated July 19, 2011 (the “**Handling Procedures**”) under Appendix 3 of the Handling Procedures on or prior to the date that ISDA publicly announces such DC Resolution of the relevant Credit Derivatives Determinations Committee;”

- (11) Article IX of the Credit Derivatives Definitions is hereby amended by adding new Section 9.1(e) as follows:

“(e) In respect of (A) a CDS Transaction (defined as “*CDS Torihiki*” in Article 2 Paragraph 1 (61) of the Business Rules) between two Clearing Participants or (B) an Underlying Transaction of Clearing Brokerage (defined as “*Seisan Toritsugi Gentorihiki*” in Article 2 Paragraph 1 (26) of the Business Rules) (each a “**Bilateral CDS Transaction**”) which is accepted for Assumption of Obligation (defined as “*Saimu Futan*” in Article 2 Paragraph 1 (14) of the Business Rules), Buyer and Seller shall be deemed to agree at the time of acceptance of the Bilateral CDS Transaction by JSCC for Assumption of Obligation:

- (i) except as otherwise expressly provided in the Applicable Rules, notwithstanding any provisions in the Clearing Participant Agreement (defined as “*Seisan Sankasha Keiyaku*” in Article 2 Paragraph 1 (24) of the Business Rules) or the Master Agreement between a Clearing Participant and JSCC that governs the relevant Clearing Contract that describes an alternative mechanism for resolving, in the absence of agreement between Buyer and Seller, any matter that is determined (and is determined by JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee, which is permitted to determine or resolve such matter under the Applicable Rules) by JSCC, any determination or resolution by JSCC that is applicable to such Clearing Contract shall be binding on Buyer and Seller to the extent that such determination or resolution of the JSCC Determinations Committee is made either by reference to the terms of the Credit Derivatives Definitions or by reference to the terms of any additional provisions published by ISDA and incorporated in the Terms of

the Clearing Contract and provided that the effect of such determination or resolution would not reverse the most recent determination or resolution (if any) of the Credit Derivatives Determinations Committee with regard to such matter:

- (A) until such time as JSCC publicly announces that such determination or resolution of JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee has been reversed by a subsequent determination or resolution of JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee, if any, (subject to Section 9.1(e)(i)(B) below) or the Credit Derivatives Determinations Committee subsequently reaches a different determination or resolution with regard to such matter, provided that such subsequent determination or resolution of JSCC or the Credit Derivatives Determinations Committee shall have no effect in relation to any Clearing Contract to the extent that (x) subject to (y), a Settlement Date has occurred in relation to it or (y) where the Fallback Settlement Method applies and the determination relates to the occurrence of an Event Determination Date or the identification of one or more Successors (an “**Applicable Matter**”), an Effective Matching has occurred under Appendix 3 of the Handling Procedures in relation to it; and/or
- (B) unless the effect of such determination or resolution of JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee would be to reverse a prior determination or resolution of JSCC in accordance with the relevant resolution or determination of the JSCC Determinations Committee or determination that an Event Determination Date has occurred, that has resulted in:
  - (I) the identification of one or more Successors;
  - (II) the identification of one or more Substitute Reference Obligations; or
  - (III) either (x) subject to (y), the occurrence of an Auction Final Price Determination Date or Physical Settlement Date, as applicable, or to the extent that a Valuation Date, Delivery Date or Termination Date, as applicable, has occurred, in each case, on or prior to the date that JSCC publicly announces such determination of the JSCC Determinations Committee or (y) where the Fallback Settlement Method applies and the determination relates to an Applicable Matter, the occurrence of an Effective Matching under Appendix 3 of the Handling Procedures on or prior to the date that JSCC publicly

announces such determination of the JSCC Determinations Committee;

- (C) notwithstanding the fact that:
  - (I) the Credit Derivatives Definitions, as supplemented, or the relevant additional provisions published by ISDA and incorporated in the related Clearing Contract, as applicable, may require such determination to be made by the Calculation Agent; or
  - (II) in order to reach such determination or resolution of JSCC, JSCC may be required to determine one or more factual matters before being able to reach such determination; and
- (D) notwithstanding any actual or perceived conflict of interest on the part of a member of JSCC Determinations Committee (“**Committee Member**”) or Committee Participant (defined as “*Kettei Inkai Sankasha*” in Article 2 (5) of the JSCC DC Rules) of the JSCC Determinations Committee, legal counsel or other third-party professional retained by such Committee Member or Committee Participant in connection with such Committee Member's or Committee Participant's performance of its duties under the Applicable Rules;

- (ii) that no JSCC, the JSCC Determinations Committee, Committee Member, Committee Participant, Dispute Resolver (defined as “*Funsou Kaiketsusha*” in Article 2 (19) of the JSCC DC Rules) or Designated Dispute Resolver is (A) under any obligation to research, investigate, supplement, or verify the veracity of, any information on which the relevant JSCC or JSCC Determinations Committee bases its decision and (B) acting as a fiduciary for, or as an advisor to, Buyer or Seller in connection with the relevant Clearing Contract;
- (iii) that, in reaching any determination of JSCC or the JSCC Determinations Committee that is applicable to such Clearing Contract, none of JSCC, the JSCC Determinations Committee, any Committee Member, Committee Participant, Dispute Resolver or Designated Dispute Resolver shall be under any requirement to consult with, or individually notify, Buyer or Seller, notwithstanding any provision of the Credit Derivatives Definitions, as supplemented, or of the relevant additional provisions published by ISDA and incorporated in the related Confirmation to the contrary; and
- (iv) that, where the JSCC Determinations Committee decides not to determine a Deliberation Item (defined as “*Shingi Jikou*” in Article 2 (11) of the JSCC DC Rules) –or to dismiss a Deliberation Item, the Buyer and Seller will treat the Deliberation Item as not having been raised for consideration by the JSCC Determinations Committee.”

(12) Section 12.1 of the Credit Derivatives Definitions is hereby amended by adding,

following the term “Section 1.8(a)(ii)(B)(II)” but before the comma the phrase “or (f) an Event Determination Date was determined by JSCC pursuant to Section 1.8(a)(ii) and such determination of JSCC was in accordance with the determination, the resolution or the decision of the JSCC Determinations Committee” and adding after the term “the Fallback Settlement Method” but before the period the phrase “; provided, however, if, in the case of (f) above, the relevant Credit Derivatives Determinations Committee subsequently reaches, prior to the occurrence of an Effective Matching under Appendix 3 of the Handling Procedures of CDS Business Rules in relation to the Event Determination Date determined by JSCC, a determination or resolution that an Auction will be held with respect to the Credit Event for which JSCC has determined the Event Determination Date, the Fallback Settlement Method shall not apply and Seller shall, subject to Section 3.1, pay to Buyer the Auction Settlement Amount on the Auction Settlement Date”.

### Section 3 Amendments to terms of the STS

#### 1. Definitions applicable to this Section 2:

- (1) **“Bilateral CDS Transaction”** means a CDS Transaction (defined as "*CDS Torihiki*" under Article 2 Paragraph 1 (61) of the Business Rules) between two Clearing Participants or an Underlying Transaction of Clearing Brokerage defined as "*Seisan Toritsugi Gentorihiki*" under Article 2 Paragraph 1 (26) of the Business Rules.
- (2) **“iTraxx Contract”** means a Clearing Contract in respect of any Eligible iTraxx Index and governed by any iTraxx Terms Supplement. Subject to the other requirements of the Applicable Rules, a Clearing Contract will be an iTraxx Contract where the related Bilateral CDS Transaction specifies, as the relevant Index, any Eligible iTraxx Index, whether or not that Bilateral CDS Transaction is itself governed by an iTraxx Terms Supplement.
- (3) **“iTraxx Publisher”** means Markit Group Limited or one of its subsidiaries, or any successor sponsor of the Eligible iTraxx Indices it publishes.
- (4) **“iTraxx Terms Supplement”** means each of the following: (a) a confirmation in the form of the confirmation published on September 20, 2014 incorporating the STS as published on September 20, 2014 (the **“2014 Standard iTraxx CDS Supplement”**) (the **“2014 iTraxx Confirmation”**), (b) a confirmation in the form of the confirmation published on November 25, 2010 incorporating the STS as published on November 25, 2010 as amended (the **“Legacy Standard iTraxx CDS Supplement”**) (the **“2010 iTraxx Confirmation”**) ((a) and (b) together referred to as the **“iTraxx Confirmation”**) and (c) such other document or supplement as may be specified in relation to any Eligible iTraxx Index by JSCC in consultation with the CDS Risk Management Committee including any successor to any of the documents listed in subparagraph (a) or (b) of this definition.
- (5) **“Eligible iTraxx Index”** shall have the meanings of the Designated Issue (defined as "*Shitei Meigara*" in Article 2 (4) of the Handling Procedures of CDS Business Rules.
- (6) **“List of Eligible iTraxx Indices”** means the list of Eligible iTraxx Indices, maintained, updated and published from time to time by JSCC in accordance with the Applicable

Rules, specifying the following information with respect to each index: (a) the name and series, including any applicable sub-index designation; (b) the “Effective Date”; (c) one or more eligible “Scheduled Termination Dates” and the applicable “Fixed Rate” for each such date; (d) the Relevant Standard Terms Supplement; (e) the versions (and related annex dates) eligible for Assumption of Obligation; and (f) any inactive versions (and related annex dates), i.e., those that have been determined to be fungible with later versions.

- (7) **“Relevant Standard Terms Supplement”** means, with respect to an Eligible iTraxx Index, the iTraxx Terms Supplement specified for such Eligible iTraxx Index in the List of Eligible iTraxx Indices.
  - (8) **“Terms of Clearing Contract”** means, with respect to a Clearing Contract:
    - (i) terms of the ISDA Master Agreement (defined as “*ISDA Kihon Keiyaku*” in Article 2 Paragraph 1 (64) in the Business Rules) as modified i
    - (ii) n accordance with the Applicable Rules;
    - (iii) the Trade Conditions;
    - (iv) the terms set out in the Relevant Standard Terms Supplement, including the provisions of the ISDA Credit Derivatives Definitions incorporated by reference therein, each as modified in accordance with the Applicable Rules; and
    - (v) the terms set out in the Applicable Rules.
  - (9) **“Trade Conditions”** means, in respect of a Clearing Contract, the terms which are notified by a Clearing Participant as those applicable to the Clearing Contract in accordance with Article 48 of the Business Rules.
2. Any capitalised term used in this Section 3 but not defined in this Section 3 or elsewhere in the Applicable Rules shall have the meaning provided in the Relevant Standard Terms Supplement.
  3. Each iTraxx Contract will (in addition to the provisions set out in the Applicable Rules) be governed by the Relevant Standard Terms Supplement, as modified by this Section 3, whether or not the relevant Bilateral CDS Transaction was in a form comprising the Relevant Standard Terms Supplement. In the event of any inconsistency between the Relevant Standard Terms Supplement or the Confirmation (including in electronic form) for a Clearing Contract which is an iTraxx Contract and this Section 3, this Section 3 will govern.
  4. For the purpose of each Clearing Contract which is an iTraxx Contract, references in the iTraxx Terms Supplement and the Credit Derivatives Definitions to a “Credit Derivatives Transaction” shall be deemed to be references to a Clearing Contract and references to an “iTraxx® Master Transaction” shall be deemed references to an iTraxx Contract.
  5. With respect to each iTraxx Contract the following terms will apply:
    - (1) The terms of the 2014 Standard iTraxx CDS Supplement are hereby amended as follows:
      - (i) by the deletion of paragraph 2 (Initial Payment) thereof;
      - (ii) by the deletion of paragraph 5.5 (De Minimis Cash Settlement).

- (2) The terms of the Legacy Standard iTraxx CDS Supplement are hereby amended as follows:
    - (i) by the deletion of paragraph 2 (Initial Payment) thereof;
    - (ii) by the deletion of paragraph 5.4 (De Minimis Cash Settlement).
  - (3) The terms of the iTraxx Confirmation are hereby amended as follows:
    - (i) Deleting the fourth paragraph thereof and replacing it with the following:

“This Confirmation supplements, forms a part of and is subject to the ISDA Master Agreement between the relevant Clearing Participant and JSCC (the Agreement). All provisions contained in, or incorporated by reference in, the Agreement shall govern this Confirmation except as expressly modified below.”;
    - (ii) The “Calculation Agent” is JSCC, except as expressly provided otherwise in the Business Rules and Others;
    - (iii) The terms “Initial Payment Amount” and “Initial Payment Payer” shall be specified as “Not Applicable”;
    - (iv) There are no “Additional terms”; and
    - (v) Deleting the contact details for notices and the account details.
  - (4) The following terms will be determined from the information submitted by the Clearing Participants in accordance with Article 48 Paragraph 1 of the Business Rules which relates to the particular iTraxx Contract submitted for Assumption of Obligation (and which are the “Trade Conditions” for an iTraxx Contract):
    - (i) Which of the Eligible iTraxx Indices is the “Index”, including its version and series number;
    - (ii) Which of the eligible Scheduled Termination Dates specified for the Index in the List of Eligible iTraxx Indices is the “Scheduled Termination Date”;
    - (iii) The “Original Notional Amount”;
    - (iv) The “Floating Rate Payer”;
    - (v) The “Fixed Rate Payer”; and
    - (vi) The “Annex Date”.
6. Where the iTraxx Publisher of an Eligible iTraxx Index publishes one or more subsequent versions or annexes of the relevant series following a Credit Event, or an occurrence of Succession Date with respect to a Reference Entity included in such series, and JSCC determines based upon the announcement of the Publisher that iTraxx Contracts referencing the earlier version or annex of such series are fungible with iTraxx Contracts referencing a later version or annex of such series that is an Eligible iTraxx Index and so notifies Clearing Participants in accordance with the Applicable Rules, iTraxx Contracts referencing the earlier version or annex of such series shall become iTraxx Contracts referencing such later version or annex of such series on the date determined by JSCC based upon the announcement of the iTraxx Publisher (the “Fungibility Date”). Any iTraxx Contracts referencing the earlier version or annex of such series submitted for clearing after the related Fungibility Date shall, upon acceptance for Assumption of Obligation, become an iTraxx Contract referencing the latest version or annex of such series, as the case may be, that JSCC has determined is fungible with

such earlier version or annex.

7. JSCC may, in consultation with the CDS Risk Management Committee, determine a different Fungibility Date applicable to individual iTraxx Contracts or groups of iTraxx Contracts or may, in consultation with the CDS Risk Management Committee, a Fungibility Date applicable to all iTraxx Contracts referencing the earlier version or annex of a series described in the preceding paragraph, as it deems appropriate.

Appendix

Terms of these Amendment Provisions	Terms of the Applicable Rules	Provision of the Applicable Rules
Applicable Rules	<i>Hon Gyomu Houhousho To</i>	Article 2 Paragraph 1 (55) of the Business Rules
Clearing Participant	<i>Seisan Sankasha</i>	Article 2 Paragraph 1 (23) of the Business Rules
Clearing Contract	<i>Seisan Yakujo</i>	Article 2 Paragraph 1 (27) of the Business Rules
Effectiveness Convention	<i>Yuko Jiten Kyotei</i>	Article 2 (21) of the JSCC DC Rules
Handling Procedures of CDS Business Rules	<i>CDS Seisangyoumu Nikansuru Gyomu Houhousho No Toriatsukai</i>	
JSCC Determinations Committee	<i>JSCC Kettei Inkai</i>	Article 86 of the Business Rules
JSCC DC Rules	<i>JSCC Kettei Inkai Kisoku</i>	
Assumption of Obligation	<i>Saimu Futan</i>	Article 2 Paragraph 1 (14) of the Business Rules
CDS Risk Management Committee	<i>CDS Risk Kanri Inkai</i>	Article 122 of the Business Rules