

EXHIBIT 5A

Bold and underlined text indicates proposed new language.

~~**Bold and strikethrough text**~~ indicates proposed deleted language.

Yellow shaded, bold and underlined text indicates language proposed to be added by SR-FICC-2025-015 (filing is pending approval).

~~**Yellow shaded, bold and strikethrough text**~~ indicates language proposed to be deleted by SR-FICC-2025-015 (filing is pending approval).

~~**Yellow shaded, bold and strikethrough red text**~~ indicates proposed deletions to language proposed to be added by SR-FICC-2025-015 (filing is pending approval).

Blue shaded, bold and underlined text indicates language proposed to be added by SR-FICC-2025-019 (filing is pending approval).

~~**Blue shaded, bold and strikethrough text**~~ indicates language proposed to be deleted by SR-FICC-2025-019 (filing is pending approval).

~~**Blue shaded, bold and strikethrough red text**~~ indicates proposed deletions to language proposed to be added by SR-FICC-2025-019 (filing is pending approval).

Gray shaded, bold and underlined text indicates language proposed to be added by SR-FICC-2025-021 (filing is pending approval).

FIXED INCOME CLEARING CORPORATION GOVERNMENT SECURITIES DIVISION RULEBOOK

RULE 1 – DEFINITIONS

[Changes to this Rule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Rule.]

Unless the context requires otherwise, the terms defined in this Rule shall, for all purposes of these Rules, have the meanings herein specified.

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Cross-Margining Affiliate

The term “Cross-Margining Affiliate” means an affiliate of a Cross-Margining Participant that is a member of an FCO and has agreed: ~~(i) to have its positions and margin at the FCO margined together with Eligible Positions of the Cross-Margining Participant at the Corporation in accordance with the applicable Cross-Margining Agreement, and/or (ii) if permitted by the applicable Cross-Margining Agreement, to have the positions and margin of Market Professionals cleared by the Cross-Margining Affiliate at the FCO margined together with Eligible Positions of the Market Professional customers of the Cross-Margining Participant at the Corporation.~~

Cross-Margining Agreement

The term “Cross-Margining Agreement” means an agreement between the Corporation and a particular FCO pursuant to which a Cross-Margining Participant, at the discretion of the Corporation and in accordance with the provisions of Rule 43, may elect to have (i) its margin requirement-Required Fund Deposit in respect of Eligible Positions at FICC and its (or its Cross-Margining Affiliate’s, if applicable) margin requirements in respect of Eligible Positions at such FCO, or (ii) any of its Cross-Margining Customers’ margin requirements in respect of Eligible Positions at FICC and such Cross-Margining Customer’s margin requirements in respect of Eligible Positions at such FCO, in each case, calculated by taking into consideration the net risk of such Eligible Positions at each of the clearing organizations. ~~A Cross-Margining Agreement may include provisions for the cross-margining by a Netting Member of Eligible Positions held in the accounts of Market Professionals.~~

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Cross-Margining Customer

The term “Cross-Margining Customer” means a Sponsored Member or Executing Firm Customer whose Transactions are recorded in a Cross-Margining Customer Account.

Cross-Margining Customer Account

The term “Cross-Margining Customer Account” means an Indirect Participants Account maintained by the Corporation for a Sponsoring Member or an Agent Clearing Member that has been established pursuant to Rule 2B for purposes of recording Transactions of Cross-Margining Customers.

Cross-Margining Customer Margin

The term “Cross-Margining Customer Margin” means all securities and funds deposited by a Sponsoring Member or an Agent Clearing Member with the Corporation to satisfy its Cross-Margining Customer Margin Requirement.

Cross-Margining Customer Margin Custody Account

The term “Cross-Margining Customer Margin Custody Account” means a securities account within the meaning of the NYUCC maintained by the Corporation, in its capacity as securities intermediary as such term is used in the NYUCC, for an Agent Clearing Member or Sponsoring Member for the benefit of such Member’s Cross-Margining Customers.

Cross-Margining Customer Margin Requirement

The term “Cross-Margining Customer Margin Requirement” means the amount of cash or Eligible Clearing Fund Securities that an Agent Clearing Member or Sponsoring Member is required to deposit with the Corporation to support the obligations arising from Transactions recorded in its Cross-Margining Customer Accounts. A Netting Member’s Cross-Margining Customer Margin Requirement shall be the amount of the item listed in Section 2(a)(vii) of Rule 4. References to the Cross-Margining Customer Margin Requirement “for” or “with respect to” a particular Cross-Margining Customer Account or Cross-Margining Customer (or similar language) mean the portion of a Netting Member’s Cross-Margining Customer Margin Requirement arising from such Account or Cross-Margining Customer.

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Current Net Settlement Positions

The term “Current Net Settlement Positions” means those Net Settlement Positions that are scheduled to settle on the Business Day with respect to which the calculation is made. Notwithstanding the foregoing, if a Current Net Settlement Position recorded in a Sponsoring Member Omnibus Account, ~~or~~ Segregated Indirect Participants Account, **or Cross-Margining Customer Account** is not clearly allocable to an individual Sponsored Member, ~~or~~ Segregated Indirect Participant, **or Cross-Margining Customer**, including because one or more transactions (other than Sponsored GC Trades **and ACS Triparty Trades**) recorded in the Account did not settle on its original Scheduled Settlement Date (such failure to settle would not occur with respect to Sponsored GC Trades **and ACS**

Triparty Trades), then, for purposes of calculating the relevant Netting Member's Sponsoring Member Omnibus Account Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, **or Cross-Margining Customer Margin Requirement** for such Account and not for purposes of calculating the Net Settlement Position under Rule 11, the Corporation shall at the securities Fedwire opening on each Business Day and then throughout the Business Day allocate the Current Net Settlement Position to the Sponsored Members, ~~or~~ Segregated Indirect Participants, **or Cross-Margining Customers** whose positions are carried in the Account as follows:

- (i) If the Current Net Settlement Positions of such account is long in a particular CUSIP, then the Current Net Settlement Positions shall be allocated on a pro rata basis to each Sponsored Member, ~~or~~ Segregated Indirect Participant, **or Cross-Margining Customer**, as applicable, that had long positions in the relevant CUSIP in the Account as of the end of the preceding Business Day.
- (ii) If the Current Net Settlement Positions of such Account is short in a particular CUSIP, then the Current Net Settlement Positions shall be allocated on a pro rata basis to each Sponsored Member, ~~or~~ Segregated Indirect Participant, **or Cross-Margining Customer**, as applicable, that had short positions in the relevant CUSIP in the Account as of the end of the preceding Business Day.

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Customer Cross-Margining Arrangement

The term "Customer Cross-Margining Arrangement" means a Cross-Margining Arrangement pursuant to which a Cross-Margining Participant, at the discretion of the Corporation and in accordance with the provisions of Rule 43, may elect to have any of its Cross-Margining Customers' margin requirement in respect of Eligible Positions at FICC and such Cross-Margining Customer's margin requirements in respect of Eligible Positions at a relevant FCO calculated by taking into consideration the net risk of such Eligible Positions at each of the clearing organizations.

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Indirect Participants Account

The term "Indirect Participants Account" means a Sponsoring Member Omnibus Account, **a Sponsored GC CIL Omnibus Account**, or an Agent Clearing Member Omnibus Account, including any **Sponsoring Member Omnibus Account or Agent Clearing Member Omnibus** Account that has been designated as a Segregated Indirect Participants Account pursuant to Rule 2B, **or a Cross-Margining Customer Account**, except as otherwise expressly stated in the Rules.

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Market Professional

~~The term “Market Professional” means an entity, other than a Non-Customer, that is a party to a Market Professional Agreement for Cross-Margining.~~

Market Professional Agreement for Cross-Margining

~~The term “Market Professional Agreement for Cross-Margining” means an agreement, in the form approved by the Corporation and the relevant FCO, pursuant to which a Market Professional authorizes its Eligible Positions and margin to be carried in a Market Professional Cross-Margining Account.~~

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Type of Account

The terms “Type of Account” and “Type” mean any one of a Dealer Account, Broker Account, Sponsoring Member Omnibus Account, **Sponsored GC CIL Omnibus Account,** Agent Clearing Member Omnibus Account, ~~or~~ Segregated Indirect Participants Account, **or Cross-Margining Customer Account.**

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RULE 2A – INITIAL MEMBERSHIP REQUIREMENTS

[Changes to this Rule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Rule.]

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Section 4 – Membership Qualifications and Standards for Netting Members

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(b) Financial Responsibility – The applicant shall:

(i) have sufficient financial ability to make anticipated required deposits to the Clearing Fund, ~~and~~ Segregated Customer Margin, **and Cross-Margining Customer Margin** as provided for in Rule 4 and calculated pursuant to the Margin Component Schedule, and anticipated Funds-Only Settlement Amounts, and to meet all of its other obligations to the Corporation in a timely manner; and

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RULE 2B – ACCOUNTS

[Changes to this Rule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Rule.]

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Section 3 – Segregation Designations for Indirect Participants Accounts

A Netting Member may designate any of its Indirect Participants Accounts **(other than its Sponsored GC CIL Omnibus Accounts or Cross-Margining Customer Accounts)** as a Segregated Indirect Participants Account. Any such designation of an Account shall constitute a representation to the Corporation by the Netting Member that the Netting Member intends to meet all Segregated Customer Margin Requirements for such Account using cash or securities deposited by Segregated Indirect Participants with the Netting Member, except to the extent the Netting Member temporarily uses its own securities in accordance with the conditions set forth in Section (b)(1)(iii) of Note H to SEC Rule 15c3-3a. A Netting Member shall be deemed to repeat this representation each time it deposits Segregated Customer Margin. Only Transactions in U.S. Treasury securities may be recorded in a Segregated Indirect Participants Account.

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Section 3a – Establishment of Cross-Margining Customer Accounts

A Netting Member that (i) is a Broker or Dealer and a Futures Commission Merchant and (ii) has been approved to become a Cross Margining Participant in a Customer Cross-Margining Arrangement pursuant to a Cross-Margining Agreement may designate any of its Indirect Participants Accounts (other than a Segregated Indirect Participants Account) as a Cross-Margining Customer Account. Any such designation of an Account shall constitute a representation to the Corporation by the Netting Member that the Netting Member has complied with all regulatory requirements applicable to it in connection with its participation in the Customer Cross-Margining Arrangement, including the conditions in the applicable order(s) issued by the SEC or the CFTC in relation to the Customer Cross-Margining Arrangement. A Netting Member shall be deemed to repeat this representation each time it deposits Cross-Margining Customer Margin.

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RULE 3A – SPONSORING MEMBERS AND SPONSORED MEMBERS

[Changes to this Rule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Rule.]

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Section 10 – Clearing Fund Obligations

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~~(e) Sponsoring Members, with respect to their Sponsoring Member Omnibus Accounts and, if applicable, Sponsored GC CIL Omnibus Accounts, shall not be eligible to participate in any Cross Margining Arrangements.~~

~~(e)(f)~~ For purposes of the application of Rule 4 and the Margin Component Schedule to a Sponsoring Member Omnibus Account, each Sponsored GC Trade **(other than a Sponsored GC CIL Trade)** shall be treated as a GCF Repo Transaction, each GC Funds Lender and GC Funds Borrower **under any such Sponsored GC Trade** shall be treated as a GCF Counterparty, and each Sponsored GC Clearing Agent Bank shall be treated as a GCF Clearing Agent Bank.

~~(f)(g)~~ **To secure the full and timely performance of its obligations to the Corporation in connection with each Sponsored GC CIL Trade, each CIL Funds Lender will be required to execute a CIL Custodial Agreement Supplement wherein it pledges and grants to the Corporation, and agrees that the Corporation shall have, a continuing lien on and security interest in, all of such CIL Funds Lender's rights, title and interest in and to all Purchased GC Repo Securities subject to each outstanding Sponsored GC CIL Trade.**

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RULE 4 – CLEARING FUND AND LOSS ALLOCATION

[Changes to this Rule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Rule.]

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Section 1a – Segregated Customer Margin

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The Corporation shall hold all Segregated Customer Margin in **(i) an account of the Corporation at a bank within the meaning of the Exchange Act that is insured by the Federal Deposit Insurance Corporation and is a qualified custodian under the Investment Company Act of 1940, as amended, which account shall be segregated from any other account of the Corporation and shall be used exclusively to hold Segregated Customer Margin, or (ii) an account of the Corporation** at the Federal Reserve Bank of New York which account shall be segregated from any other account of the Corporation and shall be used exclusively to hold Segregated Customer Margin and **Cross-Margining Customer Margin**. Each such account shall be subject to a written notice of the bank or Federal Reserve Bank provided to and retained by the Corporation that the Segregated Customer Margin in the account is being held by the bank or Federal Reserve Bank pursuant to SEC Rule 15c3-3 and is being kept separate from and not commingled with any other accounts maintained by the Corporation or any other person at the bank or Federal Reserve Bank. Each such account shall also be subject to a written contract between the Corporation and the bank or Federal Reserve Bank which provides that the Segregated Customer Margin in the account is subject to no right, charge, security interest, lien, or claim of any kind in favor of the bank or Federal Reserve Bank or any person claiming through the bank or Federal Reserve Bank.

Section 1b – Cross-Margining Customer Margin

Each Netting Member shall deposit Cross-Margining Customer Margin with the Corporation in an amount equal to its Cross-Margining Customer Margin Requirement, which requirement shall be determined in accordance with this Rule and the Margin Component Schedule. The timing of the satisfaction of the Cross-Margining Customer Margin Requirement shall be determined in accordance with the provisions of Section 9 of this Rule.

The Corporation shall establish and maintain on its books and records a Cross-Margining Customer Margin Custody Account to which all Cross-Margining Customer Margin deposited with the Corporation shall be credited. The Cross-Margining Customer Margin credited to a Cross-Margining Customer Margin Custody Account shall be used exclusively to secure the present and future payment and reimbursement obligations of the

Netting Member and its Cross-Margining Customers in relation to Eligible Positions of the Netting Member's Cross-Margining Customers.

All assets credited to each Cross-Margining Customer Margin Custody Account shall be treated as "financial assets" within the meaning of Article 8 of the NYUCC. New York is the "securities intermediary's jurisdiction" for purposes of the NYUCC and New York law shall govern all issues specified in Article 2(1) of the Hague Securities Convention.

The Corporation shall hold all Cross-Margining Customer Margin in (i) an account of the Corporation at a bank within the meaning of the Exchange Act that is insured by the Federal Deposit Insurance Corporation and is a qualified custodian under the Investment Company Act of 1940, as amended, which account shall be segregated from any other account of the Corporation and shall be used exclusively to hold Cross-Margining Customer Margin, or (ii) an account of the Corporation at the Federal Reserve Bank of New York which account shall be segregated from any other account of the Corporation and shall be used exclusively to hold Segregated Customer Margin and Cross-Margining Customer Margin. Any such account (other than the account at the Federal Reserve Bank of New York) shall be subject to a written notice of the bank provided to and retained by the Corporation that is consistent with applicable order(s) issued by the SEC or the CFTC in relation to the Customer Cross-Margining Arrangement.

Section 1bc – Margin Portfolios

(a) A Margin Portfolio shall consist of such Accounts of the Member as the Member shall designate in accordance with the Rules. Each Margin Portfolio shall not contain more than one Type of Account. Sponsoring Member Omnibus Accounts that are designated as Segregated Indirect Participants Accounts **or Cross-Margining Customer Accounts** shall not be included in the same Margin Portfolio as Agent Clearing Member Omnibus Accounts that have been designated as Segregated Indirect Participants Accounts **or Cross-Margining Customer Accounts**.

(b) The Corporation shall calculate a Member's Required Fund Deposit with reference to the Margin Portfolios of the Member (other than those consisting of Segregated Indirect Participants Accounts) as set forth in the Margin Component Schedule. The Corporation shall calculate a Member's Segregated Customer Margin Requirement for a given Segregated Indirect Participants Account as the sum of the requirements applicable to each Segregated Indirect Participant whose Transactions are recorded in such Account, as though each such Segregated Indirect Participant were a separate Netting Member with a single Margin Portfolio consisting of such Transactions, in accordance with the Margin Component Schedule. **The Corporation shall calculate a Member's Cross-Margining Customer Margin Requirement for a given Cross-Margining Customer Account as the sum of the requirements applicable to each Cross-Margining Customer whose Transactions are recorded in such Account, as though each such Cross-Margining Customer were a separate Netting Member with a single Margin Portfolio consisting of such Transactions, in accordance with the Margin Component Schedule.**

Section 2 – Required Fund Deposit Requirements, ~~and~~ Segregated Customer Margin Requirements, and Cross-Margining Customer Margin Requirements

~~(a)~~ Each Business Day, each Netting Member shall be required to deposit with the Corporation its Required Fund Deposit, ~~and~~ Segregated Customer Margin Requirement, and Cross-Margining Customer Margin Requirement consisting of:

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Segregated Customer Margin Requirement:

- (vi) an amount calculated with respect to the Netting Member's Segregated Indirect Participants Accounts constituting Sponsoring Member Omnibus Accounts; ~~and~~
- (vii) an amount calculated with respect to the Netting Member's Segregated Indirect Participants Accounts constituting Agent Clearing Member Omnibus Accounts; and

Cross-Margining Customer Margin Requirement:

- (viii) an amount calculated with respect to the Netting Member's Cross-Margining Customer Accounts.

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Section 2c – Cross-Margining Customer Margin Requirement

(a) Each Netting Member shall deposit any Cross-Margining Customer Margin with the Corporation by the Required Fund Deposit Deadline through a separate Deposit ID established by the Netting Member for each Cross-Margining Customer Account.

(b) The Corporation shall report the Cross-Margining Customer Margin Requirements to each Netting Member twice daily in a Report which shall specify the Cross-Margining Customer Margin Requirement for each Cross-Margining Customer Account.

Section 3 – Form of Deposit

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(d) The following requirements shall apply to each Cross-Margining Customer Margin Requirement for a particular Cross-Margining Customer Account.

- (i) A minimum of 40 percent of the Cross-Margining Customer Margin Requirement for such Account shall be satisfied with cash and/or Eligible Clearing Fund Treasury Securities.

(ii) A minimum of the product of \$1 million and the number of Cross-Margining Customers whose Transactions are recorded in such Cross-Margining Account must be made and maintained in cash.

Notwithstanding anything to the contrary in this Rule, the Corporation may require a Netting Member's Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, **or Cross-Margining Customer Margin Requirement** to be in proportions of cash, Eligible Clearing Fund Securities and Eligible Letters of Credit that the Corporation determines to be necessary to protect itself and its Members from Legal Risk.

Section 3a – Special Provisions Related to Deposits of Cash

Cash deposits to the Clearing Fund and Segregated Customer Margin **and Cross-Margining Customer Margin** consisting of cash shall be made in immediately-available funds. The Corporation may invest any cash in the Clearing Fund, including (i) cash deposited by a Netting Member as part of its Actual Deposit, (ii) the proceeds of (x) any loans made to the Corporation secured by the pledge by the Corporation of Eligible Clearing Fund Securities pledged to the Corporation or (y) any sales of Eligible Clearing Fund Securities pledged to the Corporation, (iii) cash receipts from any investment of, repurchase or reverse repurchase agreements relating to, or liquidation of, Clearing Fund assets, and (iv) cash payments on Eligible Letters of Credit (collectively, "Clearing Fund Cash") in accordance with the Clearing Agency Investment Policy adopted by the Corporation.

Each Netting Member shall be entitled to any interest earned or paid on Clearing Fund cash deposits. Any interest earned on Segregated Customer Margin **or Cross-Margining Customer Margin** consisting of cash shall be paid to the Netting Member for the benefit of, and as agent for, its Segregated Indirect Participants **or Cross-Margining Customers, respectively.**

Section 3b – Special Provisions Related to Eligible Clearing Fund Securities

All Eligible Clearing Fund Securities pledged to secure Clearing Fund deposits or constituting Segregated Customer Margin **or Cross-Margining Customer Margin** shall, for collateral valuation purposes, be subject to a haircut and may be subject to a concentration limit. The Corporation shall determine the applicable haircuts and any concentration limits from time to time in accordance with its internal policy and governance process, based on factors determined to be relevant by the Corporation, which may include, for example, backtesting results and the Corporation's assessment of market conditions, in order to set appropriately conservative haircuts and/or concentration limits for the Eligible Clearing Fund Securities and minimize backtesting deficiency occurrences. The haircuts and any concentration limits prescribed by the Corporation shall be set forth in a haircut schedule that is published on the Corporation's website. It shall be the Member's responsibility to retrieve the haircut schedule. The Corporation will provide Members with at a minimum one Business Day's advance notice of any change in the haircut schedule.

Eligible Clearing Fund Securities that are used to secure an open account indebtedness, and Segregated Customer Margin **and Cross-Margining Customer Margin** consisting of Eligible Clearing Fund Securities must be pledged to the Corporation on such terms and conditions

as it may require, and be delivered to the Corporation or to the Corporation's account at a financial institution designated by the Corporation. The valuation of such Eligible Clearing Fund Securities shall be at current market value, which shall be determined by the Corporation not less frequently than on a daily basis, less an applicable haircut. The Corporation has the right, in its discretion, to refuse to accept a particular type of Eligible Clearing Fund Security as a permissible form of Clearing Fund deposit, ~~or Segregated Customer Margin,~~ **or Cross-Margining Customer Margin.**

Upon appropriate notice to the Corporation, pursuant to procedures that the Corporation establishes for such purpose, and subject to reasonable time constraints imposed by the Corporation based on its operational and administrative capacities, a Netting Member may substitute and/or withdraw Eligible Clearing Fund Securities from pledge and deposit, provided that the Netting Member has, effective immediately prior to the withdrawal, taken appropriate action to maintain its Required Fund Deposit and satisfy its Segregated Customer Margin Requirement **and Cross-Margining Customer Margin Requirement.** Notwithstanding the above sentence, the Corporation may decline to permit a substitution or withdrawal on a given Business Day later than one hour prior to the close of the securities Fedwire on such day. Any interest on Eligible Clearing Fund Securities deposited by a Netting Member to secure a Clearing Fund open account indebtedness or as Segregated Customer Margin **or Cross-Margining Customer Margin** that is received by the Corporation shall be credited to the Netting Member's cash deposits to the Clearing Fund or the associated Segregated Customer Margin Custody Account **or Cross-Margining Customer Margin Custody Account,** as applicable, except in the case of Clearing Fund in the event of a default by such Netting Member on any obligations to the Corporation under these Rules, in which case the Corporation may exercise its rights under Section 6 of this Rule.

Section 4 – Lien

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(c) As security for any and all obligations and liabilities of a Netting Member and any Cross-Margining Customer to the Corporation arising out of or in connection with any Cross-Margining Customer Accounts of such Netting Member or Transactions recorded therein, each such Netting Member, on behalf of itself and its Cross-Margining Customers, grants to the Corporation a first priority perfected security interest in its right, title and interest in all Cross-Margining Customer Margin, each Cross-Margining Customer Margin Custody Account, and all distributions thereon and proceeds thereof. The Corporation shall be entitled to exercise the rights of a pledgee under common law and a secured party under Articles 8 and 9 of the NYUCC with respect to such assets.

Section 5 – Use of Clearing Fund, ~~and Segregated Customer Margin,~~ **and Cross-Margining Customer Margin**

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On each Business Day, the Corporation shall calculate the portion of Segregated Customer Margin that supports each Segregated Indirect Participant's Transactions. The Corporation shall only use that portion (i) to secure the Transactions of such Segregated Indirect Participant recorded

in the corresponding Segregated Indirect Participants Account and satisfy payment and delivery obligations owing to the Corporation (including liquidating or otherwise using such Segregated Customer Margin to obtain relevant cash or securities) in connection with a default in respect of such Transactions; and (ii) for investment in U.S. Treasury securities with a maturity of one year or less. The Corporation may not use Segregated Customer Margin supporting one Segregated Indirect Participant's Transactions to secure or satisfy payment or delivery obligations in connection with another Segregated Indirect Participant's Transactions or any other Transactions of any other person.

The Corporation shall only use Cross-Margining Customer Margin deposited by a Netting Member (i) to secure the Transactions of Cross-Margining Customers of such Netting Member recorded in any Cross-Margining Customer Account and satisfy payment and delivery obligations owing to the Corporation (including liquidating or otherwise using such Cross-Margining Customer Margin to obtain relevant cash or securities) in connection with a default in respect of such Transactions; and (ii) for investment in U.S. Treasury securities with a maturity of one year or less.

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Section 9 – Initial Required Fund Deposit, ~~and~~ Segregated Customer Margin Requirement, ~~and~~ **Cross-Margining Customer Margin Requirements**, and Changes in Members' Required Fund Deposit, ~~and~~ Segregated Customer Margin Requirements, ~~and~~ **Cross-Margining Customer Margin Requirements**

The initial Required Fund Deposit, ~~and~~ Segregated Customer Margin Requirement (if applicable), ~~and~~ **Cross-Margining Customer Margin Requirement (if applicable)** of a Netting Member shall be required to be deposited into the Clearing Fund or deposited with the Corporation no later than 5 Business Days prior to the Business Day on which such Person becomes a Netting Member in accordance with the Corporation's procedures.

A Netting Member must increase the amount of its deposit to the Clearing Fund (by the deposit of cash, Eligible Netting Securities, and/or Eligible Letters of Credit subject to the requirements of this Rule) and deposit Segregated Customer Margin ~~and~~ **Cross-Margining Customer Margin** by the Required Fund Deposit Deadline on any Business Day that such Netting Member's Actual Deposit, ~~or~~ Segregated Customer Margin, ~~or~~ **Cross-Margining Customer Margin** is less than its Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, ~~or~~ **Cross-Margining Customer Margin Requirement**, as applicable, as set forth in the Report listing such, subject to the conditions included in this Rule 4. If there is an increase in a Netting Member's Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, ~~or~~ **Cross-Margining Customer Margin Requirement**, at the time the increase becomes effective, the Netting Member's obligations to the Corporation shall be determined in accordance with the increased Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, ~~or~~ **Cross-Margining Customer Margin Requirement** whether or not the Netting Member has satisfied such increased amount.

If the Corporation applies a Netting Member's Clearing Fund deposits as permitted pursuant to this Rule, the Corporation may take any and all actions with respect to the Netting

Member's Actual Deposit, including assignment, transfer, and sale of any Eligible Clearing Fund Securities, that the Corporation determines is appropriate. If such application or the use of any Segregated Customer Margin or Cross-Margining Customer Margin in accordance with these Rules results in any deficiency in the Netting Member's Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, or Cross-Margining Customer Margin Requirement, the Netting Member shall immediately replenish it. If the Netting Member fails to do so, the Corporation may take disciplinary action against such Netting Member pursuant to Rule 21 or Rule 48. Any disciplinary action that the Corporation takes pursuant to Rule 21 or Rule 48 or the voluntary or involuntary cessation of membership shall not affect the Netting Member's obligations to the Corporation or any remedy to which the Corporation may be entitled under applicable law.

The Corporation retains discretion to extend the Required Fund Deposit Deadline on any Business Day if there are operational or system difficulties that would reasonably prevent Members from satisfying Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, or Cross-Margining Customer Margin Requirement deficits by the time specified in the Corporation's procedures.

Notwithstanding the foregoing, the Corporation may require a Netting Member or Netting Members generally to deposit additional amounts to their Clearing Fund deposit on an intraday basis if the Corporation believes such action is necessary to protect itself and its Members.

Section 10 – Excess Clearing Fund Deposits, ~~or~~ Segregated Customer Margin, or Cross-Margining Customer Margin

The Corporation shall determine, twice each Business Day whether the amount deposited by a Member in the Clearing Fund is in excess of its Required Fund Deposit ("Excess Clearing Fund Deposit"); and shall separately determine (1) whether the amount of Segregated Customer Margin supporting a Segregated Indirect Participant's Transactions is in excess of the Segregated Customer Margin Requirement for such Segregated Indirect Participant ("Excess Segregated Customer Margin"), and (2) whether the amount of Cross-Margining Customer Margin supporting a Cross-Margining Customer's Transactions is in excess of the Cross-Margining Customer Margin Requirement for such Cross-Margining Customer ("Excess Cross-Margining Customer Margin"). On any day that the Corporation has determined that an Excess Clearing Fund Deposit, ~~or~~ Excess Segregated Customer Margin, or Excess Cross-Margining Customer Margin exists, the Corporation will, in the form and manner required by the Corporation, notify each such Member of such excess.

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(c) Subject to the terms of the applicable Cross-Margining Agreement and any participant agreement entered into between the Corporation and the Member, upon a Member's request, and in accordance with such procedures as the Corporation may set forth from time to time, the Corporation shall return to the Member its Excess Cross-Margining Customer Margin subject to the minimum amount of cash or Eligible Clearing Fund Securities required to be maintained pursuant to the Rules (valued at their collateral value on the day of such withdrawal) as the Member requests. Subject to the terms of the

applicable Cross-Margining Agreement and any participant agreement entered into between the Corporation and the Member, and except to the extent required by applicable law or authorized by the SEC, the Corporation shall not retain Excess Cross-Margining Customer Margin due to any obligations of the Member unrelated to a Cross-Margining Customer Account of such Member.

Notwithstanding the foregoing, the Corporation may, at its discretion, retain some or all of the Excess Cross-Margining Customer Margin if the Member has an outstanding payment or margin obligation to the Corporation with respect to the Transactions of any Cross-Margining Customer of the Netting Member.

* * *

RULE 13 – FUNDS-ONLY SETTLEMENT

[Changes to this Rule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Rule.]

Section 1 – General

One or more times on each Business Day, each Netting Member, as appropriate in accordance with this Rule, shall be obligated to pay to the Corporation, and/or shall be entitled to collect from the Corporation, the following ~~(determined separately, where applicable, for the Market Professional Cross Margining Account of a Netting Member):~~

* * *

RULE 22A – PROCEDURES FOR WHEN THE CORPORATION CEASES TO ACT

[Changes to this Rule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Rule.]

* * *

Section 2 – Action by the Corporation

Except as otherwise may be determined by the Board in any particular case, from and after the time the Corporation ceases to act for a **Defaulting** Member, the following shall apply:

* * *

(b) Except as otherwise provided in Rules 17 and 18, all long and short Net Settlement Positions, and Forward Net Settlement Positions of the **Defaulting** Member outstanding **as well as any positions established in the Defaulting Member's Indirect Participants Accounts that the Corporation has determined to close out pursuant to Rule 3A or Rule 8** at the time the Corporation ceases to act for the **Defaulting** Member that have been reported by the Corporation to Members pursuant to Rule 11 and Rule 14 shall be closed out by:

* * *

~~If a Member also has a Market Professional Cross Margining Account, a~~ Any resulting gains upon liquidation of the **Defaulting** Member's ~~p~~Proprietary Account(s) shall be used to offset any resulting liquidation loss in the Market Professional Cross Margining ~~such Account or in an Indirect Participants Account of the Defaulting Member.~~

* * *

RULE 43 – CROSS-MARGINING ARRANGEMENTS

[Changes to this Rule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Rule.]

* * *

Section 2 – Agreement to Become a Cross-Margining Participant

(a) A Netting Member that is a member of one or more FCOs may become a Cross-Margining Participant in a Cross-Margining Arrangement between the Corporation and one or more FCOs with the consent of the Corporation and each such FCO. A Netting Member shall become a Cross-Margining Participant upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant in the form specified in the applicable Cross-Margining Agreement(s) ~~and shall be permitted to establish a Market Professional Cross Margining Account upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant in the form specified in the applicable Cross-Margining Agreement.~~

(b) A Netting Member having an affiliate that is a member of one or more FCOs may become a Cross-Margining Participant, and its affiliate may become a Cross-Margining Affiliate in a Cross-Margining Arrangement between the Corporation and one or more such FCOs with the consent of the Corporation and each such FCO. A Netting Member shall become a Cross-Margining Participant and its affiliate shall become a Cross-Margining Affiliate, upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant and its Cross-Margining Affiliate in the form specified in the applicable Cross-Margining Agreement ~~and shall be permitted to establish a Market Professional Cross Margining Account upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant and its Cross-Margining Affiliate in the form specified in the applicable Cross-Margining Agreement.~~

(c) **A Netting Member that is a member of one or more FCOs, and is registered as a Broker or Dealer and a Futures Commission Merchant, may become a Cross-Margining Participant in a Customer Cross-Margining Arrangement between the Corporation and one or more FCOs with the consent of the Corporation and each such FCO. A Netting Member shall become such a Cross-Margining Participant upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant in the form specified in the applicable Cross-Margining Agreement(s) and shall be permitted to establish a Cross-Margining Customer Account upon acceptance by the Corporation and each applicable FCO of an agreement executed by such Cross-Margining Participant in the form specified in the applicable Cross-Margining Agreement.**

Section 3 – Cross-Margining Guaranty and Reimbursement Obligation

In the event that the Corporation becomes obligated to make a payment to an FCO under the Corporation's Cross-Margining Guaranty of the obligations of a Cross-Margining Participant, ~~or~~ its Cross-Margining Affiliate, or its Cross Margining Customer, the Cross-Margining Participant (and, if the Corporation becomes obligated to make such a payment in respect of the obligations of a Cross-Margining Customer, the Cross-Margining Customer) shall thereupon immediately be obligated, whether or not the Corporation has then made payment to FCO, to pay to the Corporation the amount of the "Reimbursement Obligation" as specified in the applicable Cross Margining Agreement.

* * *

Section 5 – Application of Cross-Margining Payments

The Corporation shall, in its sole discretion either:

(a) apply any Cross-Margining Payments received by the Corporation on account of a Cross-Margining Participant (1) to the unpaid obligations of such Cross-Margining Participant to the Corporation and (2) to reduce the assessments made or that otherwise would be made against other Netting Members (each a "Cross-Margining Beneficiary Participant") pursuant to Section 7 of Rule 4; or

(b) retain any Cross-Margining Payment and not apply such payment to reduce any assessments against other Netting Members pursuant to Rule 4 for so long as the Corporation determines that the Corporation is no longer liable for any Cross-Margining Repayment, at which point the Cross-Margining Payment shall be treated as an amount that has been recovered pursuant to Rule 4.

Notwithstanding the foregoing, the Corporation shall only apply any Cross-Margining Payment received by the Corporation on account of a Cross-Margining Participant in connection with the Customer Cross-Margining Arrangement to the unpaid obligations of the Cross-Margining Customers of such Cross-Margining Participant to the Corporation (whether or not arising in connection with any Eligible Positions).

* * *

MARGIN COMPONENT SCHEDULE

[Changes to this Schedule, as amended by File No. SR-FICC-2025-025 and SR-FICC-2025-801, are available at www.dtcc.com/legal/sec-rule-filings. These changes have been approved by the SEC but have not yet been implemented. These changes will not be implemented until the latest of (i) the date on which all necessary regulatory approvals of the proposed Third A&R Agreement have been received by FICC and CME and (ii) a date agreed to by FICC and CME. Upon that date, these changes will be implemented, and this legend will be automatically removed from this Schedule.]

Section 1 – Overview

Each Business Day, each Netting Member shall be required to deposit with the Corporation an amount equal to the sum of all applicable Required Fund Deposit Portions, calculated twice daily or on a more frequent basis if the Corporation deems it appropriate pursuant to this Schedule and subject to the provisions of Rule 4.

Each Business Day, each Netting Member for which the Corporation maintains a Segregated Indirect Participants Account shall be required to deposit with the Corporation Segregated Customer Margin equal to the sum of all Segregated Customer Margin Requirements for all such Accounts. Each Segregated Customer Margin Requirement shall equal the sum of the amounts calculated pursuant to Section 3 below for each Segregated Indirect Participant whose Transactions are recorded in the relevant Segregated Indirect Participants Account. Each such calculation shall be performed twice daily or on a more frequent basis if the Corporation deems it appropriate pursuant to this Schedule and subject to the provisions of Rule 4.

Each Business Day, each Netting Member for which the Corporation maintains a Cross-Margining Customer Account shall be required to deposit with the Corporation Cross-Margining Customer Margin equal to the sum of all Cross-Margining Customer Margin Requirements for all such Accounts. Each Cross-Margining Customer Margin Requirement shall equal the sum of the amounts calculated pursuant to Section 3a below for each Cross-Margining Customer whose Transactions are recorded in the relevant Cross-Margining Customer Account. Each such calculation shall be performed twice daily or on a more frequent basis if the Corporation deems it appropriate pursuant to this Schedule and subject to the provisions of Rule 4.

* * *

Section 3a – Cross-Margining Customer Margin Requirement Calculations

(a) Unadjusted GSD Margin Portfolio Amount

Each Business Day, the Corporation shall determine, with respect to each Cross-Margining Customer's Transactions recorded in a given Cross-Margining Customer Account, an Unadjusted GSD Margin Portfolio Amount as the sum of the following, as applicable, which the Corporation shall adjust such that the Unadjusted GSD Margin Portfolio Amount is equal to or greater than zero:

(i) the VaR Charge,

plus or minus

(ii) in the case of a Cross-Margining Customer that is a GCF Counterparty, the Blackout Period Exposure Adjustment during the monthly Blackout Period or until the Pool Factors used for collateral valuation are updated,

plus

(iii) a Portfolio Differential Charge.

(b) Additional Charges

The Corporation shall add the following to the Unadjusted GSD Margin Portfolio Amount, as applicable:

(i) in the case of a Cross-Margining Customer with backtesting deficiencies, the Backtesting Charge, if applicable,

plus

(ii) the Holiday Charge, on the Business Day prior to a Holiday,

plus

(iii) a Margin Liquidity Adjustment Charge,

plus

(iv) Intraday Supplemental Fund Deposit,

plus

(v) Volatility Event Charge.

(c) Minimum Charge and Total Required Fund Deposit Amount

For each Cross-Margining Customer, the Corporation shall determine the greater of (i) the sum of the Unadjusted GSD Margin Portfolio Amount and all applicable additional charges; and (ii) a minimum charge of \$1 million. The Corporation may, in its sole discretion, adjust the minimum amount in (ii) of this paragraph if the Corporation determines that a different minimum charge would be appropriate and consistent with achieving its backtesting coverage target. Members would be notified of any such adjustment to the applicable minimum charge by an Important Notice. The Cross-Margining Customer Margin Requirement shall be the sum of the amounts calculated for each Cross-Margining Customer pursuant to this paragraph.

* * *

Section 5 – Definitions and Calculations of Clearing Fund Components

Backtesting Charge

The term “Backtesting Charge” means an additional charge that may be added to a Netting Member’s Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, or Cross-Margining Customer Margin Requirement to mitigate exposures to the Corporation caused by settlement risks that may not be adequately captured by the Corporation’s portfolio volatility model. The Corporation may assess this charge on the start of the day portfolio of a Netting Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer, and/or its intraday portfolios as needed, to enable the Corporation to achieve its backtesting coverage target. The Backtesting Charge may apply to Netting Members, ~~or~~ Segregated Indirect Participants, or Cross-Margining Customers that have 12-month trailing backtesting coverage (as such coverage is calculated for purposes of calculating the Backtesting Charge) below the 99 percent backtesting coverage target, excluding deficiencies attributable to Blackout Period exposures. The Backtesting Charge shall generally be equal to the third largest deficiency of the Netting Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer that occurred during the previous 12 months. Deficiencies attributable to Blackout Period exposures would be included only during the Blackout Period. The Corporation may in its discretion adjust such charge if the Corporation determines that circumstances particular to the settlement activity of a Netting Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer and/or market price volatility warrant a different approach to determining or applying such charge in a manner consistent with achieving the Corporation’s backtesting coverage target.

In calculating a Netting Member’s, ~~or~~ Segregated Indirect Participant’s, or Cross-Margining Customer’s backtesting coverage (for purposes of calculating the Backtesting Charge) and in calculating any applicable Backtesting Charge, the Corporation would not include amounts already collected from that Netting Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer as (i) a Backtesting Charge, and (ii) other components of the Required Fund Deposit, ~~or~~ Segregated Customer Margin, or Cross-Margining Customer Margin, as applicable, on an intraday basis pursuant to this Margin Component Schedule.

* * *

Excess Capital Differential

The term “Excess Capital Differential” means the amount by which a Netting Member’s VaR Charge, other than the VaR Charges calculated for such Member’s Segregated Indirect Participants Accounts or Cross-Margining Customer Accounts, exceeds its Netting Member Capital.

* * *

Holiday Charge

The term “Holiday Charge” means an additional charge that may be added to the Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, or Cross-Margining Customer Margin Requirement on the Business Day prior to a Holiday. The Holiday Charge approximates the exposure that the trading activity of a Netting Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer on the applicable Holiday could pose to the Corporation. Since the Corporation cannot collect margin on the Holiday, the Holiday Charge is due on the Business Day prior to the applicable Holiday.

The methodology for calculating a Holiday Charge shall be determined by the Corporation in advance of each applicable Holiday. The Holiday Charge approximates each Netting Member’s Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, or Cross-Margining Customer Margin Requirement to address the exposure that could be posed to the Corporation by the trading activity of the Netting Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer. The Corporation shall have the discretion to calculate the Holiday Charge based on its assessment of market conditions at the time the Holiday Charge is calculated (such as, for example, significant market occurrences that could impact market price volatility). The Corporation shall inform Netting Members of the methodology it will use to calculate the Holiday Charge by an Important Notice issued no later than 10 Business Days prior to the day on which the applicable Holiday Charge is applied. Examples of potential methodologies for the Holiday Charge may include, but shall not be limited to, time scaling of the VaR Charge or a stress scenario that reflects potential market price volatility on the Holiday.

Intraday Mark-to-Market Charge

The term “Intraday Mark-to-Market Charge” means an additional charge that is collected from a Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer (unless waived or decreased by the Corporation per subsection (c) below) to mitigate the Corporation’s exposures that may arise due to intraday changes in the size, composition and constituent security prices of such Member’s Margin Portfolio, ~~or~~ Segregated Indirect Participant’s portfolio, or Cross-Margining Customer’s portfolio, including when certain risk thresholds are breached or when the products cleared or markets served display elevated volatility.

The Intraday Mark-to-Market Charge, with respect to each Margin Portfolio, ~~or~~ Segregated Indirect Participant’s portfolio, or Cross-Margining Customer’s portfolio, equals the difference between (a) the mark-to-market amount reflected either in the last Funds-Only Settlement Amount or Intraday Mark-to-Market Charge, as applicable, for the Margin Portfolio, ~~or~~ Segregated Indirect Participant’s portfolio, or Cross-Margining Customer’s portfolio and (b) such Margin Portfolio’s, ~~or~~ Segregated Indirect Participant’s portfolio, ~~or~~ Cross-Margining Customer’s portfolio marked to the most recently observed System Price for such positions and shall be recalculated intraday, each Business Day, at the times and frequencies established by the Corporation for this purpose, which times and frequencies shall be communicated to Members, and

Segregated Indirect Participants, and Cross-Margining Customers on the Corporation's public website.

The following apply with respect to the Intraday Mark-to-Market Charge:

- (a) The Intraday Mark-to-Market Charge applies to a Margin Portfolio, and/or Segregated Indirect Participant's portfolio, and/or Cross-Margining Customer's portfolio that:

- (i) experienced an adverse intraday mark-to-market change that equals or exceeds a certain threshold dollar amount (but not less than \$1,000,000) as determined by the Corporation from time to time as compared to the mark-to-market amount reflected either in the last Funds-Only Settlement Amount or Intraday Mark-to-Market Charge, as applicable, for the Margin Portfolio, ~~or~~ Segregated Indirect Participant's portfolio, or Cross-Margining Customer's portfolio,
- (ii) experienced an adverse intraday mark-to-market change that equals or exceeds a certain threshold percentage (but not less than 10 percent) as determined by the Corporation from time to time as compared to the last calculated VaR Charge for the Margin Portfolio, ~~or~~ Segregated Indirect Participant's portfolio, or Cross-Margining Customer's portfolio, and

* * *

- (b) If volatile market conditions occur, the Corporation may:

* * *

- (C) elect to modify or not consider the 12-month backtesting coverage threshold in Parameter (iii)(y) above, when applying the Intraday Mark-to-Market Charge to Margin Portfolios, and/or Segregated Indirect Participants' portfolios, and/or Cross-Margining Customers' portfolios that may present relatively greater risks to the Corporation on an overnight basis due to such market conditions.

* * *

- (c) The Corporation may waive the imposition of the Intraday Mark-to-Market Charge, or may decrease the amount of the Intraday Mark-to-Market Charge, in circumstances where the Corporation determines that the adverse intraday mark-to-market change of the Margin Portfolio, or Segregated Indirect Participant's portfolio, or Cross-Margining Customer's portfolio and/or the breaches of the Parameters referred to in subsection (a) do not accurately reflect the Corporation's risk exposure from the intraday mark-to-market fluctuation of the Margin Portfolio, ~~or~~ Segregated Indirect Participant's portfolio, or Cross-Margining Customer's portfolio. Examples of circumstances that the Corporation may consider with respect to the determination in the previous sentence may include,

but shall not be limited to, large mark-to-market fluctuations arising out of trade errors. All waiver and/or reduction of the Intraday Mark-to-Market Charge shall be approved, documented and reviewed on a regular basis pursuant to the Corporation's procedures.

Intraday Supplemental Fund Deposit

The term "Intraday Supplemental Fund Deposit" means an additional charge that may be included in each Member's Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, or Cross-Margining Customer Margin Requirement intraday. The Corporation shall re-calculate intraday, each Business Day, at the times and frequencies established by the Corporation for this purpose, which times and frequencies shall be communicated to Members, Cross-Margining Customers, and Segregated Indirect Participants on the Corporation's public website, the amount of the intraday VaR Charge applicable to each Margin Portfolio of a Member and to each Segregated Indirect Participant and each Cross-Margining Customer, based upon the open positions of the Margin Portfolio or Segregated Indirect Participant or Cross-Margining Customer at a designated time intraday, for purposes of establishing whether a Member shall be required to make an Intraday Supplemental Fund Deposit, including when certain risk thresholds are breached or when the products cleared or markets served display elevated volatility.

* * *

The Corporation shall establish procedures for ongoing monitoring and collection of an amount calculated in respect of a Member's, ~~or~~ Segregated Indirect Participant's, or Cross-Margining Customer's Intraday Supplemental Fund Deposit, including parameters regarding threshold amounts that require payment, and the form and time by which payment is required to be made to the Corporation, which parameters as well as payment form and time shall be communicated to Members, ~~and~~ Segregated Indirect Participants, and Cross-Margining Customers on the Corporation's public website. The Corporation reserves the right to require a Member/Segregated Indirect Participant/Cross-Margining Customer or Members/Segregated Indirect Participants/Cross-Margining Customers generally to make additional Intraday Supplemental Fund Deposits if the Corporation determines it to be necessary to protect itself and its Members in response to factors such as market conditions or financial or operational capabilities affecting a Member/Segregated Indirect Participant/Cross-Margining Customer or Members/Segregated Indirect Participants/Cross-Margining Customers generally.

The Corporation may determine not to collect an Intraday Supplemental Fund Deposit, or may decrease the amount of the Intraday Supplemental Fund Deposit, in circumstances where the Corporation determines that the volatility-based intraday exposure of the Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer and/or the breaches of the threshold amount do not accurately reflect the Corporation's risk exposure to the Member, ~~or~~ Segregate Indirect Participant, or Cross-Margining Customer. Examples of circumstances that the Corporation may consider with respect to the determination in the previous sentence may include, but shall not be limited to, (i) changes in portfolio composition result in the threshold amount not being breached on a consistent

or persistent basis, (ii) trades that will be offset by trades submitted later in the day, (iii) the threshold amount was breached due to the submission of erroneous trades that are being corrected, or (iv) the threshold amount was breached due to erroneous data inputs.

The Corporation may waive the collection of an Intraday Supplemental Fund Deposit in exigent circumstances if the Corporation determines (i) that such a waiver is necessary to protect the Corporation, its participants, investors and the public interest or (ii) it can effectively address the risk exposure presented by the Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer without the collection of the Intraday Supplemental Fund Deposit.

Margin Liquidity Adjustment Charge or MLA Charge

The terms “Margin Liquidity Adjustment Charge” or “MLA Charge” mean, with respect to each Margin Portfolio, Sponsored Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer, an additional charge applied to Net Unsettled Positions of a Member, Sponsored Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer. The MLA Charge shall be calculated daily and shall be included in each Member’s Required Fund Deposit, ~~or~~ Segregated Customer Margin Requirement, or Cross-Margining Customer Margin Requirement, as applicable.

* * *

If a Sponsored Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer clears through multiple Accounts, for each such Account, the Corporation shall calculate both (1) an MLA Charge for each asset group/subgroup in the account on a standalone basis, as provided above, and (2) an MLA Charge for each asset group/subgroup in the Account as part of a consolidated portfolio, as provided below, with the higher amount applied as the MLA Charge for the relevant asset group/subgroup. The applicable MLA Charge for each asset group/subgroup shall be added together to result in one total MLA Charge for the Account.

* * *

Margin Proxy

The term “Margin Proxy” means, with respect to each Margin Portfolio, Sponsored Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer, an alternative volatility calculation for specified Net Unsettled Positions of a Netting Member, Sponsored Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer, calculated using historical market price changes of such U.S. Treasury and agency pass-through mortgage-backed securities indices determined by the Corporation. The Margin Proxy would be applied by the Corporation as an alternative to the model-based volatility calculation of the VaR Charge for each Netting Member’s Margin Portfolio or for each Sponsored Member, ~~or~~ Segregated Indirect Participant, or Cross-Margining Customer. The Margin Proxy shall cover such range of historical market price moves and parameters as the Corporation from time to time deems appropriate.

Minimum Margin Amount

The term “Minimum Margin Amount” means, with respect to each Margin Portfolio, Sponsored Member, ~~or Segregated Indirect Participant~~, or Cross-Margining Customer, a minimum volatility calculation for specified Net Unsettled Positions of the Margin Portfolio, Sponsored Member, ~~or Segregated Indirect Participant~~, or Cross-Margining Customer, respectively, as of the time of such calculation.

* * *

Portfolio Differential Charge

The term “Portfolio Differential Charge” means, with respect to each Margin Portfolio, ~~or Segregated Indirect Participant~~, or Cross-Margining Customer, an additional charge to be included in each Member’s Required Fund Deposit, ~~or Segregated Customer Margin Requirement~~, or Cross-Margining Customer Margin Requirement.

The Portfolio Differential Charge shall be calculated twice each Business Day as the exponentially weighted moving average (“EWMA”) of the historical increases in the VaR Charge of the Member, ~~or Segregated Indirect Participant~~, or Cross-Margining Customer that occur between collections of Required Fund Deposits, ~~or Segregated Customer Margin Requirement~~, or Cross-Margining Customer Margin Requirement over a lookback period of no less than 100 days with a decay factor of no greater than 1, times a multiplier that is no less than 1 and no greater than 3, as determined by the Corporation from time to time as applicable to each Type of Account based on backtesting results. The Corporation will provide Members with at a minimum 10 Business Days advance notice of any change to the lookback period, the decay factor and/or the multiplier via an Important Notice.

Unadjusted GSD Margin Portfolio Amount

The term “Unadjusted GSD Margin Portfolio Amount” means, with respect to each Margin Portfolio, ~~or Segregated Indirect Participant~~, or Cross-Margining Customer, the amount greater than or equal to zero determined by the Corporation in accordance with this Schedule.

VaR Charge

The term “VaR Charge” means, with respect to each Margin Portfolio, Sponsored Member, CIL Funds Lender, ~~or Segregated Indirect Participant~~, or Cross-Margining Customer, a calculation of the volatility of specified Net Unsettled Positions of the Margin Portfolio, Sponsored Member, CIL Funds Lender, ~~or Segregated Indirect Participant~~, or Cross-Margining Customer, respectively, as of the time of such calculation. Such volatility calculations shall be made in accordance with any generally accepted portfolio volatility model, including, but not limited to, any margining formula employed by any other clearing agency registered under Section 17A of the Securities Exchange Act of 1934. Such calculation shall be made utilizing such assumptions (including confidence levels) and based on such observable market data as the Corporation deems reasonable, and shall cover

such range and assessment of volatility as the Corporation from time to time deems appropriate. To the extent that the primary source of such market data becomes unavailable for an extended period of time, the Corporation shall utilize the Margin Proxy as an alternative volatility calculation. In its assessment of volatility, the Corporation shall calculate an additional bid-ask spread risk charge measured by multiplying the gross market value of each Net Unsettled Position by a basis point charge, where the applicable basis point charge shall be reviewed at least annually and shall be based on the following risk groups: (a) mortgage pool transactions; (b) TIPS; (c) U.S. agency bonds; and (d) U.S. Treasury securities, which shall be further categorized by maturity – those maturing in (i) less than five years, (ii) equal to or more than five years and less than ten years, and (iii) equal to or more than ten years.

With respect to each CIL Funds Lender, the VaR Charge shall be calculated as the positive difference between (1) the amount of VaR Charge that the Corporation would have collected if the Sponsored GC CIL Trades of that CIL Funds Lender had been subject to the calculation of a Sponsoring Member Omnibus Account Required Fund Deposit, and (2) the aggregate of all CIL Required Haircuts on that CIL Funds Lender's Sponsored GC CIL Trades.

If the volatility calculation (or the Margin Proxy, when applicable) is lower than the VaR Floor, then the VaR Floor will be utilized as the VaR Charge of the Margin Portfolio, Sponsored Member, ~~or~~ Segregated Indirect Participant, **or Cross-Margining Customer**.

The Corporation shall have the discretion to not apply the VaR calculation(s) to Net Unsettled Positions in classes of securities whose volatility is less amenable to statistical analysis, or to Term Repo Transactions and Forward-Starting Repo Transactions (including term and forward-starting GCF Repo Transactions) whose term repo rate volatility is less amenable to statistical analysis. In lieu of such calculation, the component required with respect to such transactions shall instead be determined utilizing a haircut method based on a historic index volatility model.

The Corporation shall take into account the VaR confidence level applicable to the Member, ~~or~~ Segregated Indirect Participant, **or Cross-Margining Customer** in calculating the VaR Charge.

In the case of a Margin Portfolio of a Cross-Margining Participant that is subject to one or more Cross-Margining Arrangements, in the discretion of the Corporation, the VaR Charge may be reduced by an amount not to exceed the any thresholds set forth in the applicable Cross-Margining Agreement and calculated on the current Business Day for such Cross-Margining Participant in accordance with the applicable Cross-Margining Agreements.

VaR Floor

The term “VaR Floor” means, with respect to each Margin Portfolio, Sponsored Member, ~~or~~ Segregated Indirect Participant, **or Cross-Margining Customer**, the greater of (i) the VaR Floor Percentage Amount and (ii) the Minimum Margin Amount.

* * *