EXHIBIT 5D

SECONDARY AUCTION PROCEDURES

INDEX

1. **INTRODUCTION** 2

2. **THE AUCTION PROCESS** 2

3. **THE BIDDING PROCESS** 5

4. **PARTICIPATION BY CUSTOMERS IN THE AUCTION** 9

5. **SELECTION OF THE WINNING BID** 10

6. **POST-BID PROCEDURE** 14

7. **OTHER TERMS** 15

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1. INTRODUCTION

1.1 These Secondary Auction Procedures (the "**Secondary Auction Terms**") govern the auctioning of one or more Lots (as defined below) representing the remaining Contracts ("**Contracts**") to which a Defaulting Participant is or was a party, where such auction ("**Secondary Auction**") is administered by ICE Clear Credit pursuant to Rule 20-605(f)(ii) of the ICE Clear Credit Rules (the "**Rules**"). These Secondary Auction Terms will be subject to the provisions of the Rules.

1.2 These Secondary Auction Terms shall apply to every Secondary Auction conducted by ICE Clear Credit pursuant to Rule 20-605(f)(ii) of the Rules. However, they may be modified or supplemented for any particular Secondary Auction pursuant to the Secondary Auction Specifications as set out in paragraph 2.6, subject to consultation with the CDS Default Committee as provided under the Rules.

1.3 ICE Clear Credit will conduct Secondary Auctions in accordance with its default policies. In the event of a conflict between the terms of such default policies and these Secondary Auction Terms (as modified or supplemented by any applicable Secondary Auction Specification as set out in paragraph 2.6), these Secondary Auction Terms shall prevail.

2. THE AUCTION PROCESS

2.1 Any Secondary Auctions of Contracts to which a Defaulting Participant is or was party will take place after ICE Clear Credit has issued a Circular in relation to the Default specifying that a secondary auction or auctions are to take place in accordance with Rule 20-605(f)(ii) (such Circular, the "**Secondary Auction Announcement Circular**"). ICE Clear Credit will provide advance notice it determines is reasonable under the circumstances (but in any event at least one hour) to Participants prior to the Secondary Auction.

2.2 Each Participant is required to bid in every Secondary Auction and for every Lot in a Secondary Auction regardless of whether such Participant is at the time of the Secondary Auction a party to any Contract, has served a notice of termination for which the Termination Date has not yet passed or is in a Cooling-off Period, except as provided herein. For these Secondary Auction Terms the term 'Participant' shall be construed to exclude any Participant that is a Defaulting Participant. Subject to paragraphs 2.4 and 2.6 below, with respect to a Lot, all Participants are required to bid for a minimum of Contracts in such Lot as determined by ICE Clear Credit (in each case as the context so requires, the "**Minimum Bid Requirement**"). Each Participant's Minimum Bid Requirement will be determined pro rata based on its Required Contribution as compared to the Required Contributions of all non-defaulting Participants, subject to paragraphs 2.4 and 5.6 below. The sum total of Participant Minimum Bid Requirements across all Participants that are not Associate Clearing Participants ("ACPs") (each a "Full Participant") may be set to an amount greater than 100% (but no greater than 150%) of the Contracts in the relevant Lot as may be determined by ICE Clear Credit from time to time, in consultation with the CDS Default Committee ("Target Full Participant Aggregate Minimum Bid Requirement"). The sum of Participant Minimum Bid Requirements across all Participants (including both Full Participants and ACPs) is computed as the Target Full Participant Aggregate Minimum Bid Requirement multiplied by the reciprocal of the sum of Full Participant pro-rata portions.

2.3 A Participant may bid for the account of a Non-Participant Party (as used herein, a "**Customer**"), subject to paragraph 3.4.

2.4 Each Participant's Minimum Bid Requirement in respect of a particular Lot in a Secondary Auction shall be communicated to it individually by ICE Clear Credit through the ICE Clear Credit Default Management System ("**DMS**") as soon as practicable prior to the relevant Secondary Auction. A Minimum Bid Requirement shall not apply to a Participant for a particular Lot: (a) to the extent such a Minimum Bid Requirement would be in breach of applicable law or the Rules (including Rules relating to entry into of

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self-referencing CDS); or (b) to the extent such Lot includes Contracts that are sovereign CDS referencing the country in which such Participant (or its ultimate parent company) is domiciled (for this purpose, attributions of domicile follow the Bloomberg Industry Classification System (BICS)). A Participant will notify ICE Clear Credit promptly and in any event at least 12 hours prior to the opening of the relevant Secondary Auction (or if ICE Clear Credit has provided less than 15 hours' notice of the relevant Secondary Auction, a Participant will notify ICE Clear Credit as promptly as practicable but in any event within 3 business hours (or such shorter period of time until the Secondary Auction) following such notice), in writing, if it reasonably considers that clause (a) or (b) above applies to it. Affiliated Participants may transfer, outsource or aggregate their Minimum Bid Requirements to apply to a single one of them subject to notifying ICE Clear Credit prior to a Secondary Auction. A Participant that so transfers or outsources its Minimum Bid Requirement to an Affiliate remains liable for any breach by its Affiliate of these Secondary Auction Terms or the Secondary Auction Specifications in respect of such Participant's Minimum Bid Requirement (in addition to the liability on the part of its Affiliate for such breach). In addition, a Participant that so transfers or outsources its Minimum Bid Requirement to an Affiliate will, for the purposes of determining its Senior Guaranty Fund Contribution, Subordinate Guaranty Fund Contribution, Senior Assessment Contribution and/or Subordinate Assessment Contribution, and for determining whether it should be designated a Non-Bidding Participant, assumes the same position as a Senior Bidder, Split Bidder, Subordinate Bidder or Non-Bidding Participant, as the Affiliate as appropriate.

2.5 ICE Clear Credit may, in consultation with the CDS Default Committee, divide the remaining portfolio of a Defaulting Participant into discrete Secondary Auctions, each consisting of one or more Lots (each, a "**Lot**") as it considers appropriate. ICE Clear Credit will endeavor to have a single Lot for the entire remaining portfolio of the Defaulting Participant, except to the extent one or more Participants are excused from a Minimum Bid Requirement with respect to certain Contracts under paragraph 2.4 (in which case ICE Clear Credit may designate such Contracts into one or more separate Lots), or if ICE Clear Credit otherwise determined in consultation with the CDS Default Committee that it will facilitate a successful Auction to divide the portfolio into separate Lots. ICE Clear Credit may combine contracts with different currencies in the same Lot. In these circumstances, Secondary Auction Participants must still provide bids in a single currency, being that specified in the relevant Secondary Auction Specifications. Payment obligations resulting from the Secondary Auction will be in the specified currency. ICE Clear Credit may, in consultation with the CDS Default Committee, auction Lots within any Secondary Auction in such order as it considers appropriate, provided that ICE Clear Credit will use reasonable efforts to auction all such Lots at the same time. Prior to the publication of a Secondary Auction Announcement Circular or the circulation of the Secondary Auction Specifications, ICE Clear Credit may have engaged in close-out or hedging trades or other transactions in respect of the portfolio of a Defaulting Participant. In exercising its discretion under this paragraph 2.5, ICE Clear Credit, in consultation with the CDS Default Committee, shall consider, wherever possible, taking into account ICE Clear Credit's margining methodology and margin requirements applicable to Participants, including within each Lot of Contracts, any Contracts which have been offset for the purposes of calculating the Defaulting Participant's margin requirements.

2.6 In respect of each Lot, ICE Clear Credit will provide each Participant and any Direct Participating Customer of a Participant (such Participant or Direct Participating Customer, an "**Secondary Auction Participant**") with information about Contracts to be auctioned, timing for the bidding process, participation criteria, and, without prejudice to paragraph 2.4, any applicable Minimum Bid Requirements and other matters electronically through the DMS (such information, the "**Secondary Auction Specifications**"), such Secondary Auction Specifications to be provided with such advance notice as ICE Clear Credit determines is reasonable under the circumstances (but in any event at least one hour) prior to the Auction. The Secondary Auction Specifications may include amendments or additions to any provision of these Secondary Auction Terms or may disapply any provision of these Secondary Auction Terms (provided that Secondary Auction Specifications may not modify or disapply the Secondary Auction Priority or otherwise be inconsistent with the Rules). In the event of any conflict between the Secondary Auction Specifications and these Secondary Auction Terms in respect of any particular Lot, the Secondary

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Auction Specifications shall prevail. If any Person which has been provided a copy of any Secondary Auction Specifications believes that he does not satisfy any of the specified participation criteria, he should contact ICE Clear Credit as soon as practicable, and, if ICE Clear Credit agrees that such Person does not satisfy the criteria, he shall refrain from bidding for the relevant Lot. ICE Clear Credit may restrict any such Person's access to Secondary Auctions if it determines that a Person does not satisfy the specified participation criteria. ICE Clear Credit may update or correct any details in the Secondary Auction Specifications at any time prior to the commencement of bidding in the Secondary Auction. As used herein, a "**Direct Participating Customer**" is a Customer of a Participant invited by ICE Clear Credit to participate in a Secondary Auction, where (i) such Participant has confirmed that it will clear any resulting transactions of such Customer and (ii) such Customer has entered into an agreement with ICE Clear Credit with respect to such Customer's participation in the Secondary Auction in form and substance acceptable to ICE Clear Credit, pursuant to which, among other matters, such Customer agrees to be bound by these Secondary Auction Terms as they apply to a Direct Participating Customer. For the avoidance of doubt, the requirements applicable to a Direct Participating Customer will not apply to any other Customers of Participants for whose account a Participant may submit a bid in an auction. Bids made by a Direct Participating Customer will not count toward the Minimum Bid Requirement of any Participant acting for such Direct Participating Customer. Direct Participating Customer will not have a Minimum Bid Requirement.

2.7 Secondary Auction Participants shall be treated equally as regards the provision of information relating to Secondary Auctions by ICE Clear Credit. Any Person (including any Participant, Customer or Direct Participating Customer) who receives any information in connection with a Secondary Auction or possible Secondary Auction shall hold such information in confidence and in accordance with the Rules, and shall not disclose it to any other Person except where such disclosure is made: (i) with the prior written consent of ICE Clear Credit; (ii) to a regulatory or governmental authority where a request is formally made to the Person by or on behalf of the same or pursuant to applicable law in writing, provided that the Person making such disclosure notifies ICE Clear Credit of its disclosure where it is lawful to do so; (iii) pursuant to an order of a competent court or other government authority or otherwise to such other Persons, at such times and in such manner as may be required by applicable law, provided that the Person making such disclosure notifies ICE Clear Credit of its disclosure where it is lawful to do so; or (iv) in the case of a Participant, to a Customer where such Customer has expressed his interest in participating in the Secondary Auction and is subject to a duty of confidentiality similar to that set out in this paragraph 2.7. For the avoidance of doubt, nothing in the foregoing paragraph shall prevent Secondary Auction Participants from disclosing information to counsel for purposes of obtaining legal advice.

2.8 All bids must be submitted via the DMS ("**Bid Submission**") and in the format and in the manner specified by ICE Clear Credit in the Secondary Auction Specifications. Bids can only be submitted during the time window and prior to the Bidding Close Time (as defined below) specified by ICE Clear Credit in the relevant Secondary Auction Specifications.

2.9 The Secondary Auction will proceed pursuant to a 'sealed bid' process whereby the relevant Secondary Auction Participants will be asked to submit bids for the Lot or a particular percentage of the Lot via the DMS. The Secondary Auction Specifications may specify a minimum bid size. The DMS will prevent Auction Participants from submitting bids below the minimum bid size. For the avoidance of doubt, any bid below any specified minimum bid size that might be accepted by the DMS in error will be null and void, unless ICE Clear Credit, in its absolute discretion, determines otherwise. Successful bids will be determined in accordance with paragraph 5.3.

2.10 Intentionally Omitted.

2.11 During such period after the Bidding Close Time as is specified in the Secondary Auction Specifications, ICE Clear Credit will notify Secondary Auction Participants to inform them either: (i) that there were

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successful bidders and that such bidders have been notified; or (ii) that no bids were successful as determined in accordance with paragraphs 5.1 and/or 5.3.

2.12 A successful bidder (or its Participant, if applicable) may be required to post additional Margin as and when required in accordance with ICE Clear Credit's margin methodology and procedures.

2.13 An ACP shall be deemed to be a Participant for purposes of these Secondary Auction Terms. Notwithstanding paragraphs 2.2 and 2.4, participation in a Secondary Auction by an ACP shall be voluntary. An ACP that chooses not to bid in a Secondary Auction for any Lot shall be treated as a Subordinate Bidder and have its Guaranty Fund Contribution and Assessment Contribution in respect of that Lot subordinated (i.e., "juniorized") in accordance with the Secondary Auction Priority set out in paragraph 3.3. An ACP that elects to submit a bid in a Secondary Auction shall be treated as a Secondary Auction Participant for purposes of these Secondary Auction Terms with respect to such Secondary Auction, with its Minimum Bid Requirement determined in accordance with paragraph 2.2.

3. THE BIDDING PROCESS

3.1 Secondary Auction Participants will make bids for each Lot in a Secondary Auction which, as a minimum, comply with any applicable Minimum Bid Requirement notified to it. Any failure to comply with an applicable Minimum Bid Requirement shall have the consequences set forth herein, but shall not itself otherwise constitute a Default under the Rules. ICE Clear Credit is not obliged to solicit bids from Secondary Auction Participants other than notifying Secondary Auction Participants of any applicable Minimum Bid Requirement.

3.2 With respect to each Secondary Auction, ICE Clear Credit will determine the "**Lot Guaranty Fund Weighting**" for each Lot in such Secondary Auction, which shall be the percentage equal to (A) the PRI applicable to such Lot divided by (B) the aggregate of the PRIs for all Lots in such Secondary Auction. For purposes hereof, the "**PRI**" for a Lot shall equal the Initial Margin requirement applicable to the positions comprising such Lot (exclusive of the so-called "jump-to-default risk" component), determined by ICE Clear Credit as of the most recent Initial Margin cycle prior to the Secondary Auction.

3.3 For purposes of Rule 802(b), the Secondary Auction Priority for a Secondary Auction (which shall apply for all Lots comprising such Secondary Auction other than any Failed Lots) shall be as follows:

(i) first, the Lot Guaranty Fund Contributions of each Participant that chooses not to participate in the Secondary Auction of any Lot (except as provided for in these Secondary Auction Terms) or that does not comply with any applicable Minimum Bid Requirement for any Lot ("**Non-Bidding Participants**");

(ii) second, the Subordinate Guaranty Fund Tranche, pro rata from the Subordinate Guaranty Fund Contributions based on their relative size;

(iii) third, the Senior Guaranty Fund Tranche, pro rata based on the relative size of the Senior Guaranty Fund Contributions;

(iv) fourth, the Additional ICC Collateral Deposit Tranche;

(v) fifth, the Assessment Contributions of each Non-Bidding Participant, pro rata based on the relative size of its Assessment Contribution;

(vi) sixth, the Subordinate Assessment Contribution Tranche, pro rata from the Subordinate Assessment Contributions based on their relative size;

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(vii) seventh, the Senior Assessment Contribution Tranche, pro rata based on the relative size of the Senior Assessment Contributions; and

(viii) eighth, any Allocated Other Lot Resources.

Notwithstanding anything to the contrary herein, a Non-Bidding Participant with respect to any Lot will be treated as such for purposes hereof with respect to all Lots in the relevant Secondary Auction, regardless of whether it would otherwise have been a Senior Bidder, Excused Bidder or Subordinate Bidder for any other Lot. Except as provided herein, the Lot Resources in respect of any Failed Lot for a Secondary Auction shall not be applied in the Secondary Auction Priority for that Secondary Auction.

As used herein:

"**Additional ICC Collateral Deposit Tranche**" means the Additional ICC Collateral Deposit multiplied by the sum of the Lot Guaranty Fund Weightings for all Lots other than Failed Lots.

"**Allocated Failed Lot Resources**" means Lot Resources from a Failed Lot allocated pursuant to paragraph 5.6 below.

"**AP**" means the Secondary Auction Clearing Price for a Lot (converted into USD at the relevant FX spot rate, if applicable), proportionately scaled to a portfolio size representing 100% of the relevant Lot.

"**BP**" means for a Secondary Auction Participant and a Lot, the more competitive of (1) the weighted average bid price of all valid Standard Bids made by such Secondary Auction Participant in the Secondary Auction (weighted by the portfolio size of each such bid, and converted into USD at the relevant FX spot rate, if applicable), and (2) the price of any valid All or Nothing Bid made by such Auction Participant in the Auction, both proportionately scaled to a portfolio size representing 100% of the relevant Lot. Where the Standard Bids submitted by a Participant in the Secondary Auction are in excess of its Minimum Bid Requirement, such weighted average shall only take into account its most competitive bids in the aggregate equal to such Minimum Bid Requirement. Where the Standard Bids submitted by a Secondary Auction Participant do not comply with any applicable Minimum Bid Requirement for the Auction, the BP shall be the price of any All or Nothing Bid made by such Secondary Auction Participant in the Auction, should it have made one. If a Secondary Auction Participant does not comply with any applicable Minimum Bid Requirement based on its Standard Bids, and that Secondary Auction Participant does not provide a valid All or Nothing Bid, then the Secondary Auction Participant shall be considered a Non-Bidding Participant under paragraph 3.3(i). For the avoidance of doubt, where a Secondary Auction Participant has submitted only Standard Bids or has submitted only an All or Nothing Bid, BP shall be the weighted average bid price of the Standard Bids, or the price of the All or Nothing Bid, respectively. In the case of a Participant, BP shall take into account all valid bids made by it for both its customer and proprietary accounts, but shall not include bids made by a Direct Participating Customer for which it acts as Participant.

"**Excused Bidder**" means, with respect to a Lot, a Participant that is not subject to a Minimum Bid Requirement under paragraph 2.4 and does not participate in the Secondary Auction for such Lot.

"**Lot Assessment Contribution**" means, for a Lot and a Participant, the Lot Guaranty Fund Weighting multiplied by the Assessment Contribution of such Participant.

"**Lot Guaranty Fund Contribution**" means, for a Lot and a Participant, the Lot Guaranty Fund Weighting multiplied by the Required Contribution of such Participant.

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"**Lot Resources**" means for a Lot, the aggregate of the Lot Assessment Contributions and Lot Guaranty Fund Contributions for all Participants for such Lot plus the Lot Guaranty Fund Weighting multiplied by the amount of the Additional ICC Collateral Deposit.

"**Senior Assessment Contribution**" means, with respect to a Lot:

(i) for a Participant that is a Senior Bidder or Excused Bidder, its Lot Assessment Contribution;

(ii) for a Participant that is a Split Bidder, a portion of its Lot Assessment Contribution determined pursuant the following formula:

its Lot Assessment Contribution multiplied by [(BP - Subordinate Threshold Price) / PRI]; and

(iii) for a Participant that is a Subordinate Bidder, zero.

"**Senior Assessment Contribution Tranche**" means the aggregate of the Senior Assessment Contributions of each Participant for all Lots (other than Failed Lots).

"**Senior Bidder**" shall mean, with respect to a Lot, a Secondary Auction Participant whose BP for the Lot is more competitive than the Senior Threshold Price.

"**Senior Guaranty Fund Contribution**" means, with respect to a Lot:

(i) for a Participant that is a Senior Bidder or Excused Bidder, its Lot Guaranty Fund Contribution;

(ii) for a Participant that is a Split Bidder, a portion of its Lot Guaranty Fund Contribution determined pursuant the following formula:

its Lot Guaranty Fund Contribution multiplied by [(BP – Subordinate Threshold Price) / PRI]; and

(iii) for a Participant that is a Subordinate Bidder, zero.

"**Senior Guaranty Fund Tranche**" means the aggregate of the Senior Guaranty Fund Contributions of each Participant for all Lots (other than Failed Lots).

"**Senior Threshold Price**" shall mean, with respect to a Lot, an amount (expressed in dollars, with a negative number meaning an amount payable by ICE Clear Credit) equal to AP minus ½ of the PRI. Solely for purposes of the calculation of the Senior Threshold Price, AP will be the Secondary Auction Clearing Price that would have been determined with respect to 100% of the Lot originally proposed to be auctioned, even if the actual Secondary Auction Clearing Price is ultimately determined based on only a portion of such Lot pursuant to paragraph 5.5.

"**Split Bidder**" shall mean, with respect to a Lot, a Secondary Auction Participant whose BP for the Lot is between the Senior Threshold Price and the Subordinate Threshold Price (inclusive).

"**Subordinate Assessment Contribution**" means, with respect to a Lot:

(i) for a Participant that is a Subordinate Bidder or an ACP that has not submitted a bid, its Lot Assessment Contribution;

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(ii) for a Participant that is a Split Bidder, a portion of its Lot Assessment Contribution equal to its Lot Assessment Contribution minus its Senior Assessment Contribution; and

(iii) for a Participant that is a Senior Bidder or Excused Bidder, zero.

"**Subordinate Assessment Contribution Tranche**" means the aggregate of the Subordinate Assessment Contributions of each Participant for all Lots (other than Failed Lots).

"**Subordinate Bidder**" shall mean, with respect to a Lot, a Secondary Auction Participant whose BP for the Lot is less competitive than the Subordinate Threshold Price.

"**Subordinate Guaranty Fund Contribution**" means, with respect to a Lot:

(i) for a Participant that is Subordinate Bidder or an ACP that has not submitted a bid, its Lot Guaranty Fund Contribution;

(ii) for a Participant that is a Split Bidder, a portion of its Lot Guaranty Fund Contribution equal to its Lot Guaranty Fund Contribution minus its Senior Guaranty Fund Contribution; and

(iii) for a Participant that is a Senior Bidder or Excused Bidder, zero.

"**Subordinate Guaranty Fund Tranche**" means the aggregate of the Subordinate Guaranty Fund Contributions of each Participant for all Lots (other than Failed Lots).

"**Subordinate Threshold Price**" shall mean, with respect to a Lot, an amount (expressed in dollars, with a negative number meaning an amount payable by ICE Clear Credit) equal to (A) AP minus (B) 1.5 multiplied by the PRI. Solely for purposes of the calculation of the Subordinate Threshold Price, AP will be the Secondary Auction Clearing Price that would have been determined with respect to 100% of the Lot originally proposed to be auctioned, even if the actual Secondary Auction Clearing Price is ultimately determined based on only a portion of such Lot pursuant to paragraph 5.5.

3.4 The Secondary Auction Priority established for a Secondary Auction will apply to all amounts charged or to be charged to the General Guaranty Fund under the Rules with respect to all Lots (other than Failed Lots) comprising such Secondary Auction in the aggregate. References herein to the use of Required Contributions or Assessment Contributions shall be to the available amount thereof under the Rules (excluding any such amounts that were not collected or that have been previously applied in accordance with the Rules). In the case of a Specified WWR CDS Participant, references herein to its Required Contribution shall also include its Specific WWR Guaranty Fund Contribution (where the Defaulting Participant is not a Specific WWR CDS Participant). For the avoidance of doubt, if a Secondary Auction fails in respect of all Lots, no Default Secondary Auction Priority will be established for that Secondary Auction and amounts will be charged to the General Guaranty Fund as set forth under the Rules until the completion of a subsequent Secondary Auction under these Secondary Auction Terms, if any (which subsequent Secondary Auction shall establish a new Default Secondary Auction Priority).

3.5 A Secondary Auction Participant may submit multiple bids for each Lot, or a percentage of each Lot, in a particular Lot on its own account or for the account of a Customer, as the case may be, provided that such Secondary Auction Participant ensures that all of its bids, whether for its account or for the account of its Customers, as the case may be, are provided in the same Bid Submission or otherwise as specified in the Auction Specifications ("**Standard Bids**"). In addition to submitting one or more Standard Bids pursuant to the Auction Specifications, a Secondary Auction Participant may choose to submit one bid of a different type which, should that bid be a winning bid, stipulates the receipt of 100% of the Auction Portfolio without that award being split amongst more competitively priced Standard Bids ("**All or Nothing Bid**").

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In order to categorize a bid as an All or Nothing Bid, the Secondary Auction Participant must specifically mark the bid as an All or Nothing Bid in its Bid Submission. For the avoidance of doubt, the submission of an All or Nothing Bid does not disqualify a Secondary Auction Participant from submitting one or more Standard Bids for each Lot, or a percentage of each Lot, whether for its account or for the account of its Customers, provided that such Secondary Auction Participant ensures that all of its bids, whether for its account or for the account of its Customers, as the case may be, are submitted in the same Bid Submission or otherwise as specified in the Auction Specifications. A bid made by a Secondary Auction Participant by, for, or on behalf of a Customer shall be identified as such and such bid shall be treated as a bid for the Client Origin Account. A Participant can satisfy its Minimum Bid Requirement by submitting multiple bids with differing bid prices and bid sizes provided that, in aggregate, its submitted bids equals or exceeds the Minimum Bid Requirement and any individual bid is equal to or larger than any applicable minimum bid size. Successful bidders will be determined in accordance with paragraph 5.3.

3.6 All the requirements of the Rules concerning the provision of information to ICE Clear Credit apply in respect of the submission of bids by a Secondary Auction Participant.

3.7 Bids can only be submitted during the time window specified by ICE Clear Credit in the Secondary Auction Specifications. The time period for submission will end at the bidding close time specified by ICE Clear Credit for the relevant Secondary Auction in the Secondary Auction Specifications ("**Bidding Close Time**"). The Bidding Close Time may be postponed for up to one hour by ICE Clear Credit giving notice of such postponement to all Secondary Auction Participants, following consultation to the extent practicable with the CDS Default Committee and the term "Bidding Close Time" shall be construed accordingly.

3.8 A bid must be in respect of all Contracts or a percentage of all Contracts in the relevant Lot. Any partial bids, such as bids which specify a particular CDS Contract, will be invalid and void. With respect to a particular Lot, no Secondary Auction Participant is permitted to bid, in aggregate, in excess of the notional amount of Contracts being auctioned in such Lot.

3.9 No Secondary Auction Participant may make a referential bid (for example a bid which purports to be a bid which is $1 higher or lower than the highest or lowest bidder) or make a bid that is subject to conditions. Any such bid will be treated as invalid and void.

3.10 A Secondary Auction Participant may amend or modify a submitted bid by resubmitting its entire Bid Submission. In the event a Bid Submission is resubmitted with any amendments or modifications ICE Clear Credit will disregard any previous Bid Submission submitted by such Secondary Auction Participant and any such previous Bid Submission will be null and void. After the Bidding Close Time, all submitted Bid Submissions are irrevocable provided that if ICE Clear Credit is satisfied, upon the request of a Secondary Auction Participant, that a genuine mistake has been made in the submission of a bid, ICE Clear Credit may, at its own discretion, permit the Secondary Auction Participant to withdraw the bid and/or correct such mistake, before the Secondary Auction Clearing Price is determined. If such erroneous bid is so withdrawn but not corrected by such time, it will be deemed not to have been submitted for purposes of these Secondary Auction Terms.

3.11 Each bid will be deemed to have been submitted at the time it is recorded as being received by ICE Clear Credit. Except as provided in paragraph 3.10, any bid received after the Bidding Close Time will be treated as invalid and void.

3.12 Any bid that does not comply with the requirements of these Secondary Auction Terms or the Secondary Auction Specifications will be treated as invalid and void. Bids so invalidated will not be counted toward a Participant's Minimum Bid Requirement.

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4. **PARTICIPATION BY CUSTOMERS IN THE AUCTION**

4.1 A Participant may make separate bids in respect of its Customers (in addition to any bids for its own account), in accordance with the Auction Specifications and paragraph 3.5. A Participant must have all due approval, consent or authorization from its Customer to make the relevant bid. Each Participant that makes bids on behalf of a Customer (other than, for the avoidance of doubt, a Direct Participating Customer) represents, acknowledges and agrees that such Customer will be subject to the restrictions of paragraph 2.7 with respect to any information provided to such Customer in connection with the Secondary Auction.

4.2 A Participant shall become liable for the entry into of Contracts resulting from bids made on behalf of a Customer and any bid made by its Direct Participating Customer in the same way as it is liable for and becomes party to other Contracts entered into for its Client Origin Account or otherwise for Customers pursuant to the Rules.

4.3 Except as otherwise set out in these Secondary Auction Terms and as provided for in the Rules, each Secondary Auction Participant is hereby deemed to have agreed to become bound by these Secondary Auction Terms and by the Rules as if it were a Participant in respect of its conduct in relation to a Secondary Auction.

4.4 ICE Clear Credit reserves the right to verify any bid to ensure such bid will be cleared by a Participant and reserves the right to invalidate a bid where ICE Clear Credit reasonably believes that such bid, if accepted, would not be cleared by a Participant (notwithstanding paragraph 4.2) or that such bid would be in breach of any position limits or other risk policies implemented by ICE Clear Credit pursuant to the Rules. Any such invalidation will be made prior to the notifications made pursuant to paragraphs 2.11 and 5.8. Bids so invalidated will not be counted toward a Participant's Minimum Bid Requirement.

5. **SELECTION OF THE WINNING BID**

5.1 ICE Clear Credit's goal will be to conduct a successful and competitive Secondary Auction. For purposes hereof, a Secondary Auction with respect to a Lot will be successful if it results in an aggregate price for the relevant Contracts in such Lot that is within any available Lot Resources for such Lot (for the avoidance of doubt, after application of any available default resources ranking prior to the Secondary Auction Priority under Rule 802(b)).

5.2 ICE Clear Credit may at its discretion, in consultation with the CDS Default Committee, withdraw a Lot prior to the Bidding Close Time.

5.3 Promptly after the Bidding Close Time for a Lot, ICE Clear Credit will sort bids submitted to it in the order of the bid price (the price bid per unit of notional amount). The bids will be ordered sequentially, starting with the highest bid price and ending with the lowest bid price. The price of the bid at which the sum of the notional amount of Contracts with equal or higher bid prices equals or is greater than the notional amount of Contracts being auctioned shall be the auction clearing price for the Lot (the "**Secondary Auction Clearing Price**"), such price being either payable by ICE Clear Credit to the Secondary Auction Participant or its Participant or to ICE Clear Credit by the Secondary Auction Participant or its Participant, as applicable. In the event that an All or Nothing Bid(s) is included in the sum of the notional amount of Contracts with equal or higher bid prices that are equal or greater than the notional amount of Contracts being auctioned, then the price of such All or Nothing Bid(s) shall be the Auction Clearing Price. In the event that a bid is also invalid or void or no CDS Contract is established with the Secondary Auction Participant (or, if applicable, its Participant) submitting any bid for any reason, such bid will not be accepted.

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Examples of how the Secondary Auction Clearing Price is calculated is set out below, for illustrative purposes only:

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Example 1

Note in these examples a negative bid indicates a payment by ICE Clear Credit

Price Rank	Is All or Nothing Bid	Bid Size (% of Auction Portfolio)	Bid Price (Payment per 100%)	Size x Price	Allocation % of Portfolio
1	No	20%	$100,000	$20,000	20%
2	No	30%	$0	$0	30%
3	No	25%	($10,000,000)	($2,500,000)	25%
4	No	25%	($12,000,000)	($3,000,000)	25%
5	No	30%	($13,000,000)	($3,900,000)	0%
6	No	40%	($15,000,000)	($6,000,000)	0%
7	No	50%	($15,500,000)	($7,750,000)	0%
8	No	40%	($16,000,000)	($6,400,000)	0%
9	No	20%	($16,500,000)	($3,300,000)	0%
10	No	20%	($215,000,000)	($43,000,000)	0%

Unless paragraph 5.5 applies, the Secondary Auction Clearing Price will be -$12,000,000/100%. Portfolio will be allocated in full to bids above the Secondary Auction Clearing Price.

Example 2

Price Rank	Is All or Nothing Bid	Bid Size (% of Auction Portfolio)	Bid Price (Payment per 100%)	Size x Price	Allocation % of Portfolio
1	No	20%	$100,000	$20,000	20%
2	No	30%	$0	$0	30%
3	No	25%	($10,000,000)	($2,500,000)	25%
4	No	30%	($12,000,000)	($3,600,000)	25%
5	No	30%	($13,000,000)	($3,900,000)	0%
6	No	35%	($15,000,000)	($5,250,000)	0%
7	No	50%	($15,500,000)	($7,750,000)	0%

Unless paragraph 5.5 applies, the Secondary Auction Clearing Price will be -$12,000,000/100%. Portfolio will be allocated in full to bids 1, 2 and 3 and allocated in part to bid 4.

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8	No	40%	($16,000,000)	($6,400,000)	0%
9	No	20%	($16,500,000)	($3,300,000)	0%
10	No	20%	($215,000,000)	($43,000,000)	0%

Example 3

Price Rank	Is All or Nothing Bid	Bid Size (% of Auction Portfolio)	Bid Price (Payment per 100%)	Size x Price	Allocation % of Portfolio
1	No	20%	$100,000	$20,000	20%
2	No	30%	$0	$0	30%
3	No	25%	($10,000,000)	($2,500,000)	25%
4 (1)	No	30%	($12,000,000)	($3,600,000)	12.5%
4 (2)	No	30%	($12,000,000)	($3,600,000)	12.5%
6	No	30%	($13,000,000)	($3,900,000)	0%
7	No	35%	($15,000,000)	($5,250,000)	0%
8	No	50%	($15,500,000)	($7,750,000)	0%
9	No	40%	($16,000,000)	($6,400,000)	0%
10	No	20%	($16,500,000)	($3,300,000)	0%

Unless paragraph 5.5 applies, the Secondary Auction Clearing Price will be -$12,000,000/100%. Portfolio will be allocated in full to bids 1, 2 and 3. Bids 4(1) and 4(2) will receive a *pro rata* share of the remaining portfolio.

Example 4

Price Rank	Is All or Nothing Bid	Bid Size (% of Auction Portfolio)	Bid Price (Payment per 100%)	Size x Price	Allocation % of Portfolio
1	No	20%	$100,000	$20,000	0%
2	No	30%	$0	$0	0%
3	Yes	100%	($3,000,000)	($3,000,000)	100%

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4	No	25%	($10,000,000)	($2,500,000)	0%
6	No	40%	($15,000,000)	($6,000,000)	0%
7	No	50%	($15,500,000)	($7,750,000)	0%
8	No	40%	($16,000,000)	($6,400,000)	0%
9	No	20%	($16,500,000)	($3,300,000)	0%
10	No	20%	($215,000,000)	($43,000,000)	0%

Unless paragraph 5.5 applies, the Secondary Auction Clearing Price will be -$3,000,000/100%. Portfolio will be allocated in full to bid 3.

5.4 All Contracts shall be allocated to winning Secondary Auction Participants at the Secondary Auction Clearing Price in a fair and consistent manner and in accordance with the bid size used in the calculation of the Secondary Auction Clearing Price. All or Nothing Bid(s) which set the Secondary Auction Clearing Price under paragraph 5.3 will be given precedence over Standard Bids. In this case, no Standard Bids will receive a share of the Auction Portfolio, even if their bid prices are higher than or equal to the Secondary Auction Clearing Price. In the event that there are multiple Standard Bids and no All or Nothing Bids at the Secondary Auction Clearing Price, to the extent there is a shortfall of Contracts being available, Contracts shall be allocated *pro rata* according to the notional amount of Contracts the relevant Secondary Auction Participants bid for at the relevant price. In the event that there are multiple All or Nothing Bids at the Secondary Auction Clearing Price, the portfolio will be allocated equally among the Secondary Auction Participants submitting those All or Nothing Bids. Bids invalidated pursuant to paragraph 4.4 or bids that ICE Clear Credit determines, in consultation with the CDS Default Committee, would be inconsistent with the considerations set forth in paragraph 5.1 may, at the discretion of ICE Clear Credit be excluded for the purposes of calculating the Secondary Auction Clearing Price or allocating Contracts at the Secondary Auction Clearing Price.

5.5 ICE Clear Credit may, in any given Secondary Auction of a Lot, at its discretion in accordance with the Rules (including the governance requirements thereof), determine, in light of the bids received (or lack of bids received), the size of the bids received, and the considerations set forth in paragraph 5.1, that there will be no successful bidder for the Lot and that the Secondary Auction for that Lot shall be treated as failed (a "**Failed Lot**").

5.6 If, in any given Secondary Auction of a Lot, ICE Clear Credit determines that the Lot Resources are insufficient to allocate all Contracts in that Lot at the Secondary Auction Clearing Price (a "**Lot Resource Shortfall**"), but there are sufficient excess Lot Resources from one or more other Lots (other than Failed Lots) in excess of the amount necessary to pay the amounts owed for all Contracts at the Secondary Auction Clearing Prices for such other Lot(s) ("**Excess Successful Lot Resources**"), to cover the Lot Resource Shortfall, then ICE Clear Credit may nonetheless determine in its discretion in accordance with the Rules (including the governance requirements thereof) that such Lot shall not be a Failed Lot. In addition, ICE Clear Credit may determine in its discretion in accordance with the Rules (including the governance requirements thereof) to allocate all or a portion of the Lot Resources from any Failed Lot as Allocated Failed Lot Resources to cover a Lot Resource Shortfall.

5.7 If, in a Secondary Auction on the Final Possible Loss Distribution Day, a Loss Resource Shortfall would occur for any Lot or Lots (notwithstanding application of additional resources pursuant to paragraph 5.6), then ICE Clear Credit may in its discretion but subject to the requirements of the Rules (including the

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governance provisions thereof), determine the Secondary Auction Clearing Price for such Lot or Lots for less than 100% of the Contracts such that the Lot Resources for such Lot or Lots (together with any such additional resources) will be sufficient to pay the amounts owed with respect to such portion of the Contracts at such price (a "**Final Auction Partial Fill**"). The remainder of such Lot or Lots shall be subject to Partial Tear-Up under and in accordance with the Rules.

5.8 In the case of a bid which results in the entry into a CDS Contract or Contracts at the Secondary Auction Clearing Price, a "**Winning Bidder**" as used herein will be the relevant Participant(s) (for its House Account or its Client Origin Account for the account of the relevant Customer, as applicable).

5.9 Each bid constitutes an offer to ICE Clear Credit to enter into Contracts, such offer being made by the relevant Participant. ICE Clear Credit shall use reasonable endeavors to notify Winning Bidders within 15 minutes after the Bidding Close Time. Immediately upon notification by ICE Clear Credit to a bidder that it has a winning bid through the DMS and without the need for any further step, this shall constitute acceptance of the offer by ICE Clear Credit and resulting Contracts shall be entered into between ICE Clear Credit and the Winning Bidder (for its House Account or its Client Origin Account for the account of the relevant Customer, as applicable) in accordance with the Rules, on economically identical terms to the Contracts that are the subject of the Lot in the relevant Secondary Auction.

5.10 ICE Clear Credit may abandon or alter the procedure for any Secondary Auction, including conducting subsequent Secondary Auctions, at any time prior to the entry into of Contracts with Winning Bidders, taking into account such considerations as it deems necessary or desirable to protect the financial integrity of ICE Clear Credit, the Participants generally or the marketplace for any instruments cleared by ICE Clear Credit, and such other matters as it may deem appropriate, and in consultation with the CDS Default Committee as provided under the Rules.

5.11 In the event of a failed Secondary Auction of any Lot or Lots for whatever reason, ICE Clear Credit may (consistent with the requirements of the Rules (including the governance provisions thereof) run another Secondary Auction for the entire remaining portfolio of the Defaulting Participant (which may include differently organized or constituted Lots, as determined to be appropriate by ICE Clear Credit hereunder). There shall be no limit to the number of repeated Secondary Auctions under this provision, subject to the requirements of the Rules (including the governance provisions thereof). Notwithstanding the foregoing, in the event of a Failed Lot for Secondary Auction on the Final Possible Loss Distribution Day, no further Secondary Auction for such Lot shall be held, and such Failed Lot shall be subject to Partial Tear-Up under and in accordance with the Rules.

6. POST-BID PROCEDURE

6.1 The Winning Bidder will become a party to new Contracts with ICE Clear Credit on economically identical terms to the Contracts that are the subject of the Lot in the Secondary Auction. Contracts will be established with the Winning Bidder pursuant to the termination of relevant Contracts between the Defaulting Participant and ICE Clear Credit and the establishment of new, economically identical Contracts between ICE Clear Credit and the Winning Bidder pursuant to Rule 20-605.

6.2 Intentionally omitted.

6.3 New Contracts resulting from the Secondary Auction will be established between ICE Clear Credit and the Winning Bidder(s) (or its or their Participant(s)) in respect of any particular Contract, at the Secondary Auction Clearing Price determined by ICE Clear Credit as at the time specified in accordance with paragraph 6.5.

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6.4 The Winning Bidder may be subject to an additional Margin call as a consequence of it becoming party to Contracts pursuant to a Secondary Auction (whether for its House Account or Client Origin Account). Any call for Margin required under these Secondary Auction Terms will take place pursuant to the Rules.

6.5 Records of new Contracts in accounts at ICE Clear Credit may be updated by ICE Clear Credit after the time that new Contracts arise. The Winning Bidder will become party to new Contracts resulting from the Secondary Auction at the time that it is notified by ICE Clear Credit that it is the Winning Bidder, notwithstanding the time at which the establishment of new Contracts is completed in ICE Clear Credit's books and records.

6.6 Once new Contracts have been established between the Winning Bidder and ICE Clear Credit, the bid which gave rise to the Contracts will be treated as valid regardless of any failure of the Secondary Auction Participant to have satisfied any participation criteria or otherwise as to the validity of any bid.

7. OTHER TERMS

7.1 Neither ICE Clear Credit nor any of its Affiliates makes any representation or warranty as to the accuracy of any records of the Defaulting Participant or any of its Affiliates. In particular, ICE Clear Credit makes no representation or warranty as to whether any CDS Contract recorded in the House Account or Client-Origin Account of the Defaulting Participant is correctly recorded in such account or as to whether any consent of any Customer or Affiliate of the Defaulting Participant is required to any Secondary Auction or the termination of Contracts to which a Defaulting Participant is party. ICE Clear Credit makes no warranty, whether express or implied, as to quality, appropriateness or in respect of the merits of any investment decision relating to any Lot. ICE Clear Credit does not provide, and is not responsible or liable for, any investment advice in relation to any Secondary Auction.

7.2 Although the information provided by ICE Clear Credit is believed to be accurate subject to the qualifications in paragraph 7.1 above, neither ICE Clear Credit nor any of its Affiliates, nor any of their respective agents, officers, directors, committee members, employees, or advisers makes any representation or warranty, express or implied, as to the accuracy or completeness of such information, including but not limited to the value or marketability of any Contracts or Open Contract Positions. Each Secondary Auction Participant is responsible for making its own determination as to whether to proceed with or without further investigation or as to its bidding (including the appropriate bidding value) on any Lot.

7.3 ICE Clear Credit is under no obligation to enforce these Secondary Auction Terms against a bidder at the request of any other bidder.

7.4 All Secondary Auction Participants are hereby on notice that ICE Clear Credit is not a member of any professional or other association, society, institution or organization of auctioneers or agents and is not therefore bound by the rules or practices of any such association, society, institution or organization. The conduct of Secondary Auctions may be carried out only to manage a Default in accordance with the Rules and does not constitute the ordinary day-to-day business of ICE Clear Credit. Any standard rules, customs, good practice guidelines or guidance or other industry practices relating to auctions or agency sales are hereby disapplied and disclaimed. All and any rights of any Person bound by these Secondary Auction Terms which may arise as a result of a liability of ICE Clear Credit pursuant to common law or statutory duties applicable to auctioneers or selling agents are hereby expressly waived by all Secondary Auction Participants to the fullest extent permitted by law. ICE Clear Credit expressly disclaims any duty of care or skill in respect of the conduct of any Secondary Auction by ICE Clear Credit arising other than expressly pursuant to these Secondary Auction Terms. ICE Clear Credit will not provide and has not provided any valuation services in connection with any Secondary Auction.

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7.5 The time and date at which bids are due, the time and date for the establishment of Contracts or calling of Margin or the Bidding Close Time (subject to paragraph 3.7) may be delayed beyond the times and dates set forth in these Secondary Auction Terms or specified in the Secondary Auction Specifications if ICE Clear Credit, in its discretion, in consultation with the CDS Default Committee, considers this to be necessary or appropriate. Notwithstanding anything to the contrary in these Secondary Auction Terms, to the fullest extent lawfully permissible, ICE Clear Credit may postpone, cancel, adjourn or terminate a Secondary Auction at any time, in consultation with the CDS Default Committee.

7.6 In respect of any Secondary Auction, each Secondary Auction Participant: (i) agrees and acknowledges that it has received any notices required to be provided to it under applicable law; (ii) agrees and acknowledges that it has received sufficient information concerning the identity of the persons conducting the auction on behalf of ICE Clear Credit; and (iii) waives any right to make any claim that it has not received any information or documentation of a nature referred to in this paragraph 7.6 and agrees in favor of ICE Clear Credit not to make any statement to the contrary to any third party.

7.7 Without limiting the obligations of Participants and Customers under the Rules, all Secondary Auction Participants shall comply with applicable law (including, without limitation, complying with their obligation not to commit any act of fraud or to engage in any behavior which amounts to market abuse, insider dealing, market manipulation or money laundering).

7.8 It is the responsibility of each Winning Bidder to make any transaction or other reports or notifications to any regulatory authority or government authority (including, without limitation, any transaction reports) that it is required to make pursuant to applicable law.

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Revision History

Date	Version	Revisions
January 6, 2017	1.0	• Initial version
December 27, 2019	1.1	• Added All or Nothing Bids • Included reference to ICE Default Management System (“DMS”)
MM DD, 2026	1.2	• Changes for ACP membership category

Deleted: December

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Deleted: 2019