

**(V) BUSINESS CONTINUITY PROCEDURES**

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## 1. GENERAL

- 1.1 These Business Continuity Procedures are intended to provide Clearing Members with an outline of possible steps that can be taken in the event of a Force Majeure Event or other business continuity event or the Clearing House or a Clearing Member being unable to access, or being evacuated from, a place of business material to its clearing operations (“**Business Continuity Event**”). Business Continuity Events are by their nature unpredictable. The Clearing House reserves the right to take any other action or not to take action prescribed herein upon a Business Continuity Event occurring.
- 1.2 These Business Continuity Procedures are 'Procedures' as defined in the ICE Clear Europe rules (the “**Rules**”) and are subject to the Rules, including, without limitation, Rule 102. These Business Continuity Procedures, and all non-contractual obligations arising out of or in connection with them, are governed by and shall be construed in accordance with English law and any Dispute under these Business Continuity Procedures will be subject to arbitration under Rule 117.
- 1.3 These Business Continuity Procedures apply to a Sponsored Principal in the same way as they apply to a Clearing Member, subject to Part 19 of the Rules.

## 2. BUSINESS CONTINUITY EVENTS AFFECTING A CLEARING MEMBER

- 2.1 **Clearing Members affected by a Business Continuity Event should contact the Clearing House by at least one of the following methods:**
- (a) The Clearing House’s Operations Help Desk on +44 (0) 20 7065 7600 or [iceuops@theice.com](mailto:iceuops@theice.com).
  - (b) The ICE Help Desk on +1 770 738 2101 or [icehelpdesk@theice.com](mailto:icehelpdesk@theice.com).
- 2.2 A Clearing Member affected by a Business Continuity Event must contact the Clearing House immediately and provide the Clearing House with the following information:
- (a) name of Clearing Member;
  - (b) name and contact details of person at Clearing Member authorised to take action and decisions on its behalf;
  - (c) details of nature of the problem;
  - (d) expected time when problem is expected to be over or mitigated; and
  - (e) any assistance or forbearance requested of the Clearing House.
- 2.3 When a Clearing Member ceases to be affected by a Business Continuity Event, it must notify the Clearing House of the same.
- 2.4 The Clearing House shall not be obliged to provide any assistance or give any forbearance to a Clearing Member affected by a Business Continuity Event.

## 3. BUSINESS CONTINUITY EVENTS AFFECTING THE CLEARING HOUSE

- 3.1 If the Clearing House is affected by a Business Continuity Event, the same will be classed as either a “**Partial Business Continuity Event**”, “**Full Business Continuity Event**” or “**Evacuation**”.
- 3.2 If the Clearing House is affected by a Business Continuity Event, and its service to Clearing Members has been, or is deemed likely by the Clearing House to become, materially affected as a result, it will use reasonable endeavours to inform Clearing Members of the same through one or more of the following media:

- (a) an announcement on its website [www.theice.com](http://www.theice.com);
- (b) a Circular;
- (c) the Clearing House's status web page (<http://www.theice.com/alerts/clearing>);
- (d) messages sent via the ECS user interface (or any successor system); and
- (e) emails, telephone calls or other communications to Clearing Members at the emergency contact details notified to the Clearing House.

3.3 If a Partial Business Continuity Event is declared, the communication made by the Clearing House will as a minimum state that:

*"A Partial Business Continuity Event has occurred affecting ICE Clear Europe's [specify systems / locations]. Clearing Members should refer to the [Business Continuity Procedures](#)."*

3.4 If a Full Business Continuity Event is declared, the communication made by the Clearing House will as a minimum state that:

*"A Full Business Continuity Event has occurred affecting ICE Clear Europe. Clearing Members should refer to the [Business Continuity Procedures](#)."*

3.5 If an Evacuation is declared, the communication made by the Clearing House will as a minimum state that:

*"ICE Clear Europe's premises have been subject to an Evacuation. Clearing Members should refer to the [Business Continuity Procedures](#)."*

3.6 Upon the Business Continuity Event ceasing to apply, the communication made by the Clearing House will as a minimum state that:

*"The [Business Continuity Event / Evacuation] previously notified to Clearing Members is over. Clearing Members should refer to the [Business Continuity Procedures](#)."*

#### **4. EFFECTS OF A BUSINESS CONTINUITY EVENT**

4.1 Provisions of the Rules and Contract Terms relating to Force Majeure Events and Events of Default may apply as a result of a Business Continuity Event. These Business Continuity Procedures are without prejudice to the provisions of the Rules, all Contract Terms and any discretions of the Clearing House under the Rules.

4.2 At the discretion of the Clearing House, any procedure or practice of the Clearing House or Clearing Members may be amended or deferred and Contract Terms may be amended following a Business Continuity Event affecting a Clearing Member and/or the Clearing House. However in the case of a Business Continuity Event affecting any Clearing Member(s), any procedures or practices of the Clearing House shall only be amended with respect to the relevant Clearing Member. Without prejudice to the generality of the foregoing:

- (a) deadlines and procedures set out in the Delivery Procedures may be extended or amended;
- (b) deadlines for notices made or to be made in connection with the expiry of Options may be extended;
- (c) financial procedures and calls may be amended, suspended or delayed;
- (d) intra-day or *ad hoc* calls for Margin may be made;

- (e) the time at which Contracts arise under Part 4 of the Rules may be deferred;
  - (f) the time at which a payment transfer order arises, becomes irrevocable or terminates under Part 12 of the Rules may be deferred; and
  - (g) addresses and contact details for the service of notices may be amended.
- 4.3 The Clearing House operates a number of back-up facilities. The Clearing House's systems may become temporarily unavailable whilst processing is transferred to back-up facilities.