## **LSEG**

## SEF Addendum

## LSEG Matching and LSEG FXall



- This SEF Addendum (this 'Addendum') applies to Participants conducting Transactions over a Swap Execution Facility operated by Refinitiv US SEF LLC ('RSEF'). Capitalized terms used but not otherwise defined in this Addendum have the meanings set forth in the Master Terms, Transactions Schedule, or RSEF Rulebook (the 'SEF Rules'), as applicable.
- 2. This Addendum shall apply solely to the Platform and Transactions executed on or pursuant to the rules of the Platform. All terms and conditions of the Master Terms and Transactions Schedule shall remain in full force and shall apply to the Platform and transactions executed on or pursuant to the SEF Rules and are hereby incorporated by reference, except as expressly modified by this Addendum. In the event of a conflict between the provisions of the Master Terms, Transactions Schedule, Order Form, and this Addendum, this Addendum shall govern.
- 3. <u>Clearing Members</u>. Participants intending to or required to engage in cleared swaps through the Platform must ensure and, upon request from RSEF, provide evidence satisfactory to RSEF that a Clearing Member has, subject to such Clearing Member's credit limits and/or risk controls, guaranteed to the relevant Derivatives Clearing Organization such cleared swaps.
- 4. Representations and Warranties. Participant represents, warrants, and covenants to RSEF that:
  - a) Adherence to Applicable Terms. Participant will abide by and agrees to the Master Terms, the terms set forth in this Addendum, and the SEF Rules. In the event of a conflict between the provisions of this Addendum and the SEF Rules, the provisions of the SEF Rules shall govern.
  - b) Eligible Contract Participant. Participant is an Eligible Contract Participant as defined in CEA Section 1a(18) and the CFTC rules and regulations promulgated thereunder and, if Participant is trading on behalf of other persons or customers, such persons or customers are Eligible Contract Participants.
  - c) Jurisdiction. Participant and, if Participant is trading on behalf of other persons or customers, such persons or customers, consent to the jurisdiction of RSEF with respect to any and all matters arising from, related to, or in connection with, the Platform. Participant agrees that RSEF may conduct investigations and take disciplinary action against Participant and/or its Authorized Person(s) in accordance with the SEF Rules.
- 5. <u>Allocation of Responsibility</u>. Participant acknowledges and agrees that, to the extent any obligations are imposed by the CFTC on Participant but are performed by RSEF, Participant shall remain solely responsible for such compliance.
- 6. <u>Authority to Perform SEF Services and Ancillary Services</u>. Participant acknowledges and agrees that RSEF shall have the authority to take all actions it considers necessary or appropriate to, among other things:
  - establish and enforce rules and procedures regarding all aspects of the Platform, including rules providing RSEF with emergency authority;
  - report data in accordance with and to the extent required or permissible under Parts 43 and 45 of the CFTC's regulations;
  - maintain records of all activities relating to the business of RSEF and all activities conducted on the Platform, including a complete audit trail, in a form and manner acceptable to the CFTC or as otherwise required under Applicable Law;
  - d) keep its books and records, including any records described herein or in the SEF Rules, open to inspection and examination by the CFTC or other applicable authority;
  - e) establish position limits with respect to Swaps traded on the Platform in its reasonable discretion and subject to Applicable Law;
  - f) limit, expand or otherwise define the types of agreements, contracts, and transactions that may be traded on the Platform;
  - g) implement and enforce all of the rules and requirements contained in the SEF Rules;
  - perform any other services provided through the Platform to Participants and which RSEF is required to provide pursuant to Applicable Law ('SEF Services') and any other services that may be provided by RSEF



- in addition to the SEF Services ('Ancillary Services'); and
- contract with a third party or third parties for the provision of the SEF Services and Ancillary Services, subject to Applicable Law.
- 7. Indemnification. Without limiting the scope of the indemnification or limitation on liability provisions contained in the Master Terms, Participant shall indemnify and hold harmless RSEF and all of its directors, officers, employees, agents and affiliates from any losses, liability, claims, damages, costs or injury (including without limitation attorneys' fees) of whatever nature (whether foreseeable or not) and however caused arising from or in connection with Participant's failure to comply with or satisfy any legal or regulatory requirement applicable to Participant pursuant to the CEA or CFTC regulations promulgated thereunder, any breach of this Addendum by Participant or use by Participant of the Platform (whether or not such use is in accordance with the RSEF Rules), including resulting from or relating to the use by RSEF of or reliance by RSEF on information provided to it by Participant that is not accurate or complete or that is misleading, fraudulent or manipulative in any material respect, except to the extent that such losses, liability, claims, damages, costs or injury arises from the gross negligence or willful misconduct of RSEF.
- 8. <u>Amendments.</u> Except as otherwise provided herein, RSEF may modify or amend this Addendum by providing not less than ten (10) days prior written notice to Participant. The SEF Rules may be modified or amended by RSEF by posting such modification or amendments to the RSEF website, and any such amendment shall be applicable to and binding on Participant and shall be effective either (i) ten (10) days after it is posted on the RSEF website or, if the amendment requires certification by the CFTC and if earlier, (ii) the date that the modification or amendment is deemed certified by the CFTC.
- 9. Term. This Addendum will commence as of the date of signature of the Order Form and shall remain in force for the duration of the Services unless terminated (i) by either RSEF or Participant in accordance with the Master Terms; or (ii) immediately upon written notice by RSEF to Participant upon a breach of this Addendum. Notwithstanding the foregoing, this Addendum shall remain in effect with respect to any transactions effected prior to any such termination, and the provisions of Section 7 shall survive any such termination of this Addendum.

