

ISDA 2018 Benchmarks Supplement Protocol (Protocol) FAQs

ISDA has prepared this list of frequently asked questions to assist in your consideration of the Protocol. Capitalized terms used in this FAQs have the meanings given to them in the Protocol or, absent any meaning given to them in the Protocol, have the meanings given to them herein.

THESE FREQUENTLY ASKED QUESTIONS DO NOT PURPORT TO BE AND SHOULD NOT BE CONSIDERED A GUIDE TO OR AN EXPLANATION OF ALL RELEVANT ISSUES OR CONSIDERATIONS IN CONNECTION WITH THE PROTOCOL. PARTIES SHOULD CONSULT WITH THEIR LEGAL ADVISERS AND ANY OTHER ADVISER THEY DEEM APPROPRIATE PRIOR TO USING OR ADHERING TO THE PROTOCOL. ISDA ASSUMES NO RESPONSIBILITY FOR ANY USE TO WHICH ANY OF ITS DOCUMENTATION OR OTHER DOCUMENTATION MAY BE PUT.

Introduction

The Protocol was created to allow market participants to include the terms of the ISDA Benchmarks Supplement in covered confirmations which incorporate, or which are entered into under a master agreement which incorporates, one or more of the following ISDA definitional booklets:

- (i) 2006 ISDA Definitions
- (ii) 2002 ISDA Equity Derivatives Definitions
- (iii) 1998 FX and Currency Option Definitions
- (iv) 2005 ISDA Commodity Definitions.

Further information on the ISDA Benchmarks Supplement can be found in the ISDA Benchmarks Supplement FAQs and webinars provided on the ISDA [website](#). In particular, these resources provide information on how the ISDA Benchmarks Supplement interacts with the separate work that ISDA is doing at the request of the Financial Stability Board's Official Sector Steering Group to introduce more robust fallbacks for certain interbank offered rates or 'IBORs'.

List of Questions

The next section sets out questions and answers that are designed to explain the basic operation and application of the Protocol. They cover:

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 - G. Are there any costs to adhere to the Protocol?

- H. Can I revoke my adherence to the Protocol?
5. How do investment/asset managers or other agents adhere and exchange questionnaires on behalf of clients?
- A. How do I adhere and send Questionnaires as principal and on behalf of my clients?
 - B. How do I adhere and send a Questionnaire on behalf of all clients I represent?
 - C. How do I adhere and send Questionnaires on behalf of some, but not all, clients I represent and how do I make different elections for different clients I represent?
 - D. What if I want to adhere and send Questionnaires on behalf of only one client?
 - E. What happens if I add a client to an umbrella master agreement after adhering to the Protocol and exchanging Questionnaires?
 - F. What are the advantages and disadvantages of using Option 1 (PCC Agent All Principal Questionnaire) or Option 2 (PCC Agent Principal Identified Questionnaire) when sending Questionnaires on behalf of PCC Principals?
6. How do I adhere and exchange Questionnaires with a PCC Agent that is acting on behalf of one or more PCC Principles?

Questions and Answers

1. Who can adhere to the Protocol?

A. What kinds of entities can adhere to the Protocol?

The Protocol is open to adherence by any entity regardless of where it may be domiciled or the regulations to which it is subject. Entities may adhere individually in their own capacity or as agents on behalf of clients. See Question 5 for more information on adherence options for agents.

B. Can entities that are not ISDA members adhere to the Protocol?

Yes. ISDA members and non-ISDA members alike may adhere to the Protocol in the same way.

2. What does the Protocol do?

The Protocol enables parties to incorporate the ISDA Benchmarks Supplement in Protocol Covered Confirmations by adhering to the Protocol and exchanging Questionnaires.

Unlike some ISDA protocols where amendments are effected to the underlying document to be amended (i.e., a confirmation or a master agreement) solely by delivery of an adherence

letter by each party, this Protocol includes additional bilateral delivery requirements in order to effect the amendments. Each party that submits an Adherence Letter must also deliver a completed Questionnaire to each relevant counterparty for the amendments to be effective. See Question 4(B) below for information regarding how to submit an Adherence Letter and send a Questionnaire.

Once parties that have adhered to the Protocol have exchanged Questionnaires, the parties are referred to as **Matched PCC Parties** under the Protocol.

A. What are Protocol Covered Confirmations, Matched PCCs and Governing Master Agreements under the Protocol?

A Protocol Covered Confirmation is a Confirmation between parties who have adhered to the Protocol which is entered into (whether directly or through an agent) under a Governing Master Agreement and which Confirmation or Governing Master Agreement incorporates one or more of the definitional booklets listed below:

- (i) 2006 ISDA Definitions
- (ii) 2002 ISDA Equity Derivatives Definitions
- (iii) 1998 FX and Currency Option Definitions
- (iv) 2005 ISDA Commodity Definitions.

A Matched PCC is a Protocol Covered Confirmation between Protocol Participants that have exchanged Questionnaires (i.e. Matched PCC Parties) which incorporates the ISDA Benchmarks Supplement pursuant to the Protocol and in accordance with the elections made in the Questionnaires exchanged by such Matched PCC Parties.

A Governing Master Agreement is an ISDA Master Agreement or other form of master agreement (i) that has been entered into (directly or through an agent) on or prior to the Implementation Date (which is the date on which the later of the two parties delivers its executed Questionnaire) or (ii) which is deemed to have been entered into under the terms of a Confirmation executed by the parties until such time as an ISDA Master Agreement or other master agreement has been executed between them. Subject to the second limb of the previous sentence, this means that new ISDA Master Agreements (or other forms of master agreement) which are entered into after the Implementation Date and transactions thereunder will not be within scope of the Protocol.

B. Will the Protocol apply to all of my Protocol Covered Confirmations if I adhere or just certain of them?

The Protocol will only apply to Protocol Covered Confirmations between parties that have adhered to the Protocol by sending an Adherence Letter to ISDA (referred to as **Protocol Participants**) if those Protocol Participants also exchange Questionnaires (referred to in the Protocol as **Matched Questionnaires**). In that case, the Protocol will apply to:

- (i) Protocol Covered Confirmations relating to Swap Transactions or Transactions (each as defined in the relevant ISDA definitional booklet) entered into between those parties on or after the Implementation Date (referred to in the Protocol as **New Protocol Covered Confirmations**); and
- (ii) if those Protocol Participants both so elect in their Matched Questionnaires, to Protocol Covered Confirmations relating to Swap Transactions or Transactions (each as defined in the relevant ISDA definitional booklet) entered into between those parties prior to the Implementation Date (referred to in the Protocol as **Legacy Protocol Covered Confirmations**).

If one of your counterparties is an adherent to the Protocol but you have not sent them a Questionnaire or received a Questionnaire from them in accordance with the terms of the Protocol, none of your Protocol Covered Confirmations with that Protocol Participant will be subject to the Protocol.

Like all ISDA protocols, the Protocol also will not apply to any agreement in which the parties expressly state that the terms of the Protocol do not apply.

C. Can I specify that only Protocol Covered Confirmations under certain Governing Master Agreements are subject to the Protocol?

A Protocol Covered Confirmation is any Confirmation between two Protocol Participants that is entered into under a Governing Master Agreement where such Confirmation or Governing Master Agreement incorporates a relevant ISDA definitional booklet. The definition of Governing Master Agreement is explained in Question 2(A) above and includes an ISDA Master Agreement or other form of master agreement, in respect of a Protocol Covered Confirmation, that is entered into on or prior to the Implementation Date. It is not possible to adhere to the Protocol in respect of Protocol Covered Confirmations under only a subset of Governing Master Agreements.

D. Can I specify that only certain annexes of the ISDA Benchmarks Supplement apply under the Protocol?

The ISDA Benchmarks Supplement is split into various annexes and each annex deals with a different ISDA definitional booklet. It is not possible to specify that only certain annexes of the ISDA Benchmarks Supplement apply under the terms of the Protocol. The ISDA Benchmarks Supplement will be incorporated into all Matched PCCs under the terms of the Protocol, in accordance with the elections made in the Matched Questionnaires exchanged between Matched PCC Parties. The relevant annex in the ISDA Benchmarks Supplement will apply to a Matched PCC if the related ISDA definitional booklet is incorporated into the terms of that Matched PCC.

E. How do I elect for the Protocol to apply to Legacy Protocol Covered Confirmations? Can I change my election?

When exchanging Questionnaires, Protocol Participants are required to make an election as to whether they want the Protocol to apply just to New Protocol Covered Confirmations or whether they also want the Protocol to apply to Legacy Protocol Covered Confirmations. Unless both parties elect in their Matched Questionnaires for the Protocol to apply to both New Protocol Covered Confirmations **and** Legacy Protocol Covered Confirmations, the Protocol will only apply to New Protocol Covered Confirmations.

Matched PCC Parties who have not both elected for the Protocol to apply to Legacy Protocol Covered Confirmations in their Matched Questionnaires will be able to submit subsequent Questionnaires changing their election up until they have both contemporaneously elected for the Protocol to also apply to Legacy Protocol Covered Confirmations or, if earlier, the Questionnaire Exchange Cut-off Date (on which, see Question 4(A) below). After that point, neither Protocol Participant will be permitted to send a revised Questionnaire.

Matched PCC Party A election (whether before, on or after Implementation Date)	Matched PCC Party B election (whether before, on or after Implementation Date)	Scope of Protocol application	Can either or both Matched PCC Parties subsequently deliver a Questionnaire changing their election with respect to legacy transactions?
New Protocol Covered Confirmations only	New Protocol Covered Confirmations only	New Protocol Covered Confirmations only	Yes (up to the Questionnaire Exchange Cut-off Date)
New Protocol Covered Confirmations and Legacy Protocol Covered Confirmations	New Protocol Covered Confirmations only	New Protocol Covered Confirmations only	Yes (up to the Questionnaire Exchange Cut-off Date)
New Protocol Covered Confirmations only	New Protocol Covered Confirmations and Legacy Protocol	New Protocol Covered	Yes (up to the Questionnaire Exchange Cut-off Date)

	Covered Confirmations	Confirmations only	Exchange Cut-off Date)
New Protocol Covered Confirmations and Legacy Protocol Covered Confirmations	New Protocol Covered Confirmations and Legacy Protocol Covered Confirmations	New Protocol Covered Confirmations and Legacy Protocol Covered Confirmations	No

F. Does a Protocol Participant have to amend its Protocol Covered Confirmations with all other Protocol Participants or can it elect to apply the Protocol in respect of only certain Protocol Participants?

A Protocol Participant can choose which of the other Protocol Participants to which to send a Questionnaire and is not obliged to respond to a request to exchange Questionnaires. If Questionnaires are not exchanged between two Protocol Participants, no Protocol Covered Confirmations between such Protocol Participants will incorporate the ISDA Benchmarks Supplement, despite the fact that both entities have adhered to the Protocol.

Therefore, if you do not want to apply the terms of the Protocol with a particular counterparty that has adhered to the Protocol, you can refrain from sending that counterparty a Questionnaire and the terms of the Protocol will not apply to transactions entered into between you and that counterparty.

G. Does the Protocol amend Protocol Covered Confirmations with more than two counterparties?

No. Protocol Covered Confirmations are Confirmations entered into between two Protocol Participants under a Governing Master Agreement, which Confirmation or Governing Master Agreement incorporates a relevant ISDA definitional booklet. Confirmations with more than two counterparties are not therefore within scope of the Protocol.

H. Can I use send the same Questionnaire to all of the Protocol Participants I want to apply the Protocol with?

Yes. The Questionnaire allows you to:

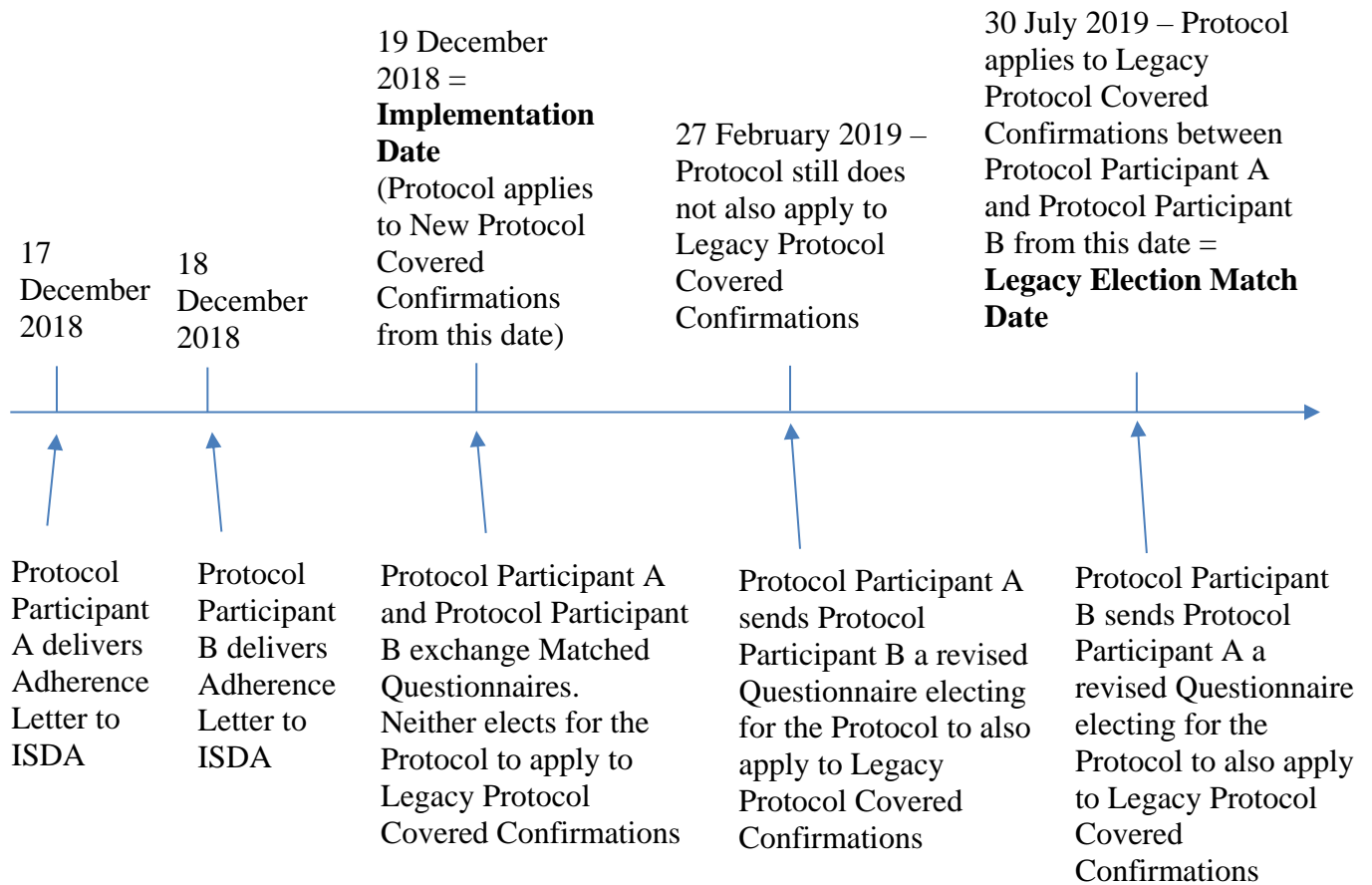
- (i) elect whether you want the Protocol to apply to New Protocol Covered Confirmations only or New Protocol Covered Confirmations and Legacy Protocol Covered Confirmations (as explained further in Question 2(E) above); and
- (ii) provide certain e-mail addresses for the purposes of the ISDA Benchmarks Supplement.

If you want to make the same election and provide the same e-mail addresses in respect of all of the Protocol Participants to whom you are sending the Questionnaire, you can send the same Questionnaire to each relevant Protocol Participant. See Question 5 below for more information on sending Questionnaires as an agent on behalf of an entity who is or may become a principal to one or more transactions under a Protocol Covered Confirmation.

3. When does the Protocol become effective?

As between two Protocol Participants (who have adhered to the Protocol by sending an Adherence Letter to ISDA), the agreement to incorporate the ISDA Benchmarks Supplement will be effective as of the date on which the later of the two delivers its executed Questionnaire to the other in accordance with the terms of the Protocol. If the Protocol Participants do not agree to incorporate the ISDA Benchmarks Supplement into Legacy Protocol Covered Confirmations on such date, then the ISDA Benchmarks Supplement will only be incorporated into Legacy Protocol Covered Confirmations with effect from the first date on which the Matched Questionnaires sent by those Protocol Participants both contemporaneously elect to incorporate the ISDA Benchmarks Supplement into both New Protocol Covered Confirmations **and** Legacy Protocol Covered Confirmations.

Sample timeline



4. How do I adhere to and implement the Protocol?

You can adhere to the Protocol by sending an Adherence Letter to ISDA, as explained in Question 4(B) below. Once you have adhered to the Protocol, you can implement the Protocol with one or more of your counterparties (provided that those counterparties have also adhered to the Protocol) by exchanging Questionnaires with those counterparties, as explained in Question 4(B) below.

A. Is there a closing date for adherence to the Protocol? Is there a date beyond which Protocol Participants cannot continue to submit Questionnaires?

There is currently no cut-off date for adherence, but ISDA reserves the right to designate a closing date of the Protocol (any such date the **Adherence Cut-off Date**) by giving 30 calendar days' notice on the "ISDA 2018 Benchmarks Supplement Protocol" section of its website. Protocol Participants will nevertheless be able to submit Questionnaires (and continue submitting revised Questionnaires in the circumstances contemplated in Question 2(E) above) until the Questionnaire Exchange Cut-Off Date. There is currently no Questionnaire Exchange Cut-Off Date, but ISDA reserves the right to designate one by giving 30 calendar days' notice from or after the Adherence Cut-off Date on the "ISDA 2018 Benchmarks Supplement Protocol" section of its website.

B. How do I submit an Adherence Letter, what is the Questionnaire and how do I send a Questionnaire?

Each entity executing an Adherence Letter will access the "Protocols" section of the ISDA website at www.isda.org to enter information online that is required to generate its form of Adherence Letter. Either by directly downloading the populated Adherence Letter from the protocol system or upon receipt via e-mail of the populated Adherence Letter, the entity must print, sign and upload the signed Adherence Letter as a PDF (portable document format) attachment into the protocol system. Once the signed Adherence Letter has been approved and accepted by ISDA, the entity will receive an e-mail confirmation of adherence to the Protocol. Each entity submitting a letter and paying the adherence fee (on which, see Question 4(G) below) is a Protocol Participant. Additionally, Protocol Participants will be required to specify how they will receive Questionnaires from other Protocol Participants in the Adherence Letter. A step-by-step guide to adherence is available [here](#).

As explained above, unlike some ISDA protocols where amendments are effected solely by delivery of an adherence letter by each party to the underlying document, under this Protocol each party that submits an Adherence Letter must also deliver a completed Questionnaire to another Protocol Participant for the amendments to be effective with respect to that Protocol Participant. As a result of these additional bilateral delivery requirements, ISDA together with IHS Markit have developed a technology-based solution (**ISDA Amend**) to provide sharing of submitted data to permissioned counterparties. Further information on the ISDA Amend system can be found on the

[ISDA Amend website](#). Questionnaires can also be exchanged outside of ISDA Amend in hard-copy format by using the ISDA 2018 Benchmarks Supplement Protocol Questionnaire and, if necessary, the PCC Principal Answer Sheet, in each case, as published by ISDA and available [here](#).

The Questionnaire provides for the delivery of required information in respect of a Protocol Participant (or in the case of a Questionnaire delivered by PCC Agent, its PCC Principals) to relevant counterparties. A PCC Agent (e.g., an investment/asset manager) who has an existing “umbrella” agreement with a counterparty for multiple underlying clients may complete and deliver a Questionnaire on behalf of all or some of such clients (on which, see Question 5 below). The Questionnaire allows PCC Principals to make elections (e.g., with respect to whether or not Legacy Protocol Covered Confirmations should be amended to incorporate the ISDA Benchmarks Supplement). A Protocol Participant is permitted to complete more than one Questionnaire so that it may deliver different Questionnaires to different counterparties under the Protocol. Protocol Participants completing the Questionnaire online through ISDA Amend will have the ability to deliver the Questionnaire through ISDA Amend exclusively to other Protocol Participants that it has specifically approved.

C. Is adherence public?

Yes. A list of Protocol Participants will be published on ISDA’s website. Note that this list will contain the names of agents adhering on behalf of clients but will not contain the names of the clients themselves. See Question 5 below for additional information about adherence by agents.

Although Protocol Participants’ Adherence Letters are available publicly, Questionnaires are not public, so information regarding which entities have exchanged Questionnaires and incorporated the ISDA Benchmarks Supplement under the Protocol, or as to whether or not an entity has applied the Protocol to Legacy Protocol Covered Confirmations, will not be public.

D. What is a conformed copy?

A conformed copy of the Adherence Letter means that the name of the authorized signatory (for example, Patricia Smith) is typed rather than having Patricia Smith’s actual signature on the letter. ISDA only posts on its website the conformed copy of all Adherence Letters. A conformed copy of each Adherence Letter containing, in place of each signature, the printed or typewritten name of each signatory will be published by ISDA so that it may be viewed on ISDA’s website.

E. Who is an authorized signatory?

An authorized signatory to the Adherence Letter or a Questionnaire is an individual who has the legal authority to bind the adhering institution.

F. Can I change the text of the Adherence Letter or Questionnaire?

No. The Adherence Letter must be in the same format as the form of letter published in the Protocol and generated by the protocol webpage. The Questionnaire must be in the same format as the ISDA 2018 Benchmarks Supplement Protocol Questionnaire available on ISDA's website [here](#) or in the format provided on ISDA Amend.

G. Are there any costs to adhere to the Protocol?

Yes. Each party adhering to the Protocol must submit a one-time fee of US \$500 to ISDA at or before the submission of its Adherence Letter.

Each individual legal entity is considered a separate Protocol Participant for this purpose, and must pay the adherence fee, except that an investment/asset manager/agent that adheres on behalf of one or more underlying funds or principals for whom it has entered into, or will enter into, a Protocol Covered Confirmation, using a single Adherence Letter, would only pay a single adherence fee for that Adherence Letter.

Note that ISDA offers pricing for multiple entity corporate or fund groups. If a corporate or fund group has 25-100 entities that adhere to the Protocol, they can adhere for a flat fee of \$12,500 total. If a corporate or fund group has more than 100 entities that adhere to the Protocol, they can adhere for a flat fee of \$25,000. If your corporate or fund group qualifies for this pricing, please contact protocolmanagement@isda.org for further details on how to make the payment and submit your Adherence Letters.

H. Can I revoke my adherence to the Protocol?

No. You may not revoke your adherence to the Protocol. However, if you decide that you do not want to use the Protocol to incorporate the terms of the ISDA Benchmarks Supplement in transactions with entities to whom you have not yet sent a Questionnaire then you can refrain from sending those entities a Questionnaire. The Protocol will have no effect on transactions entered into with entities with whom you have not exchanged Questionnaires.

5. How do investment/asset managers or other agents adhere and exchange questionnaires on behalf of clients?

If you are an investment or asset manager and act on behalf of one or more principals or funds (each referred to in these FAQs as a **client** or a **PCC Principal**), you may sign the Adherence Letter to adhere as a Protocol Participant on behalf of PCC Principals.

In your Adherence Letter, you can elect to adhere (1) as a principal or (2) as an agent on behalf of some or all of the PCC Principals that you represent or that you will, in the future, represent.

Unlike some ISDA Protocols where you are required to specify in your Adherence Letter whether you are adhering on behalf of some clients or all clients, you will not be required to do so under this Protocol. Instead, this information will be provided via the Questionnaire that you send to counterparties. When delivering a Questionnaire on behalf of PCC Principals, a PCC Agent has two options. See Question 5(F) below for a comparison of these two options.

A. How do I adhere and send Questionnaires as principal and on behalf of my clients?

If you are adhering as both an investment or asset manager acting on behalf of one or more clients (referred to as PCC Principals) and as a principal for your trades, you should submit two separate Adherence Letters. You should sign one Adherence Letter to adhere as a Protocol Participant on behalf of PCC Principals and sign a separate Adherence Letter to adhere as a principal.

If you want to incorporate the ISDA Benchmarks Supplement using the Protocol in (i) transactions into which you have entered acting on behalf of one or more PCC Principals and (ii) transactions into which you have entered acting as a principal, then you will need to send separate Questionnaires to the relevant counterparties. One or more of those Questionnaires will be delivered to a relevant counterparty by you as agent acting on behalf of those PCC Principals (on which, see Questions 5(B), (C), (D), (E) and (F) below) and one of those Questionnaires will be delivered to a relevant counterparty by you as principal acting on your own behalf.

B. How do I adhere and send a Questionnaire on behalf of all clients I represent?

Step 1 – Adherence Letter

If you have the authority to adhere to the Protocol and send Questionnaires as agent on behalf of all PCC Principals, you should choose the following adherence type in your Adherence Letter: “Investment/Asset Manager or Other Agent on behalf of a fund/multiple funds/or other principals”. You do not need to submit a separate Adherence Letter for each PCC Principal.

Step 2 – Questionnaire

If you are a PCC Agent, you have two options when delivering Questionnaires on behalf of PCC Principals. It is important to note that, once you have chosen which option to use by sending a Questionnaire to a counterparty using that option, you will only be permitted to deliver a revised Questionnaire to that counterparty (for the purposes of amending the legacy election, as explained in Question 2(E) above) using the same option.

If you intend to send Questionnaires as agent on behalf of all current and future PCC Principals and you wish to make the same election with respect to legacy transactions (and provide the same e-mail address, if any, for the purposes of the ISDA Benchmarks Supplement) for all PCC Principals, then you should use ‘Option 1 – PCC Agent All Principal Questionnaire’. If this option is used, you do not need to individually identify each PCC Principal on whose behalf you are sending the Questionnaire and one Questionnaire can be sent to the counterparty and will be treated as if it were a separate Questionnaire in respect of each PCC Principal on whose behalf you act. This Questionnaire will also be deemed to have been delivered by you on behalf of any New PCC Principals immediately following the addition of such New PCC Principal to the relevant Governing Master Agreement (on which, see Question 5(E) below).

If you have used ‘Option 1 – PCC Agent All Principal Questionnaire’ to send a Questionnaire to a counterparty and you wish to revise the legacy election in that Questionnaire (as further explained in Question 2(E) above) in respect of Protocol Covered Confirmations between PCC Principals and the counterparty to whom you have sent a Questionnaire using Option 1, you will only be permitted to revise that legacy election in respect of all PCC Principals on whose behalf you act and you will not be able to apply different legacy elections for different PCC Principals. Therefore if, in respect of a particular counterparty, you think that you may wish to apply different legacy elections for different PCC Principals, either in your original Questionnaire or in a subsequent revised Questionnaire, you should not use ‘Option 1 – PCC Agent All Principal Questionnaire’ and you should instead use ‘Option 2 – PCC Agent Principal Identified Questionnaire’ as set out in Question 5(C) below.

See Question 4(B) above for information regarding exchanging Questionnaires using ISDA Amend or in hard-copy format.

C. How do I adhere and send Questionnaires on behalf of some, but not all, clients I represent and how do I make different elections for different clients I represent?

Step 1 – Adherence Letter

If you have the authority to adhere to the Protocol and send Questionnaires as agent on behalf of one or more, but not all PCC Principals that you represent, you may choose the following adherence type in your Adherence Letter: “Investment/Asset Manager or Other Agent on behalf of some but not all funds/multiple funds/or other principals”. You do not need to submit a separate Adherence Letter for each PCC Principal.

Step 2 – Questionnaire

If you are a PCC Agent, you have two options when delivering Questionnaires on behalf of PCC Principals. It is important to note that, once you have chosen which option to use by sending a Questionnaire to a counterparty using that option, you will only be permitted to deliver a revised Questionnaire to that counterparty (for the purposes of amending the legacy election, as explained in Question 2(E) above) using the same option.

If you intend to send Questionnaires as agent on behalf of:

- (i) one or more, but not all, PCC Principals that you represent; or
- (ii) all PCC Principals that you represent but you wish to make, or may in subsequent Questionnaires wish to make, different elections with respect to legacy transactions for different PCC Principals (or you wish to provide different e-mail addresses for the purposes of the ISDA Benchmarks Supplement for different PCC Principals),

then you should use ‘Option 2 – PCC Agent Principal Identified Questionnaire’. If this option is used, you will need to individually identify each PCC Principal on whose behalf you are sending the Questionnaire and the election that applies to that PCC Principal (see Question 2(E) above regarding how to make the legacy election).

If you wish to make the same election (and provide the same e-mail address) for some, but not all, PCC Principals, you can identify each of those PCC Principals and make that election in one Questionnaire and this will be treated as if it were a separate Questionnaire in respect of each PCC Principal which is identified therein. That Questionnaire will not be effective in respect of any PCC Principals not identified therein and, in order to apply the terms of the Protocol for any PCC Principals not identified therein, a separate Questionnaire or Questionnaires will need to be completed and delivered to the counterparty identifying those remaining PCC Principals on whose behalf you act.

If you use ‘Option 2 – PCC Agent Principal Identified Questionnaire’, any Questionnaire that you send will not be automatically effective in respect of Protocol Covered Confirmations executed by you on behalf of New PCC Principals. This means that, under the Protocol, if you use Option 2 then, in order to apply the Protocol to Protocol Covered Confirmations executed by you on behalf of New PCC Principals, you will be required to actively exchange Questionnaires with the relevant counterparty in which you identify those New PCC Principals. As with all ISDA protocols, parties can always agree bilaterally outside of the Protocol to treat New PCC Principals in a particular way (e.g. by bilaterally agreeing in the Confirmation or in a separate side agreement to deem Questionnaires to have been sent for the purposes of the Protocol naming those New PCC Principals and making certain elections).

If you have used ‘Option 2 – PCC Agent Principal Identified Questionnaire’ to send one or more Questionnaires to a counterparty and you wish to revise the legacy election in one or more of those Questionnaire (as further explained in Question 2(E) above), you will only be permitted to deliver a revised Questionnaire to that counterparty using Option 2 and you will therefore be required to identify each PCC Principal on whose behalf you are making the revised election. For example, if you have used Option 2 when originally sending a Questionnaire to a counterparty so that you could make different elections for different PCC Principals (even if all PCC Principals on whose behalf you act were identified in those Questionnaires) and you now wish to make the same election for all PCC Principals on whose behalf you have sent Questionnaires, you will need to send a revised Questionnaire to the counterparty in which you identify each PCC Principal on whose behalf you are making the revised election. You will not be permitted to use ‘Option 1 – PCC Agent All Principal Questionnaire’ to change your legacy election in this scenario.

You will be responsible for identifying the relevant PCC Principal on whose behalf you are sending the Questionnaire either in the hard-copy Questionnaire which is sent to a relevant counterparty or through ISDA Amend (see Question 4(B) above for information regarding exchanging Questionnaires using ISDA Amend or in hard-copy format). Such identification can be provided in the form of specific entity names of your PCC Principals or in the form of specific identifiers known and recognized by all counterparties. You may identify PCC Principals by using both names and specific identifiers, but you must supply one or the other for each PCC Principal. Choosing not to provide both does not affect the legal validity and binding nature of the Protocol, provided that one or the other is provided.

D. What if I want to adhere and send Questionnaires on behalf of only one client?

If you adhere as an agent on behalf of a single PCC Principal and the PCC Principal is the only principal on whose behalf you act, you can adhere and send a Questionnaire pursuant to the option described above for “How do I adhere and send Questionnaires on behalf of all clients I represent?”

However, if you do this, any New PCC Principals on whose behalf you act will also be subject to the Protocol (on which, see Question 5(E) below). If you want to adhere on behalf of that single PCC Principal and you do not want New PCC Principals to be automatically subject to the Protocol, you can adhere and send a Questionnaire pursuant to the option described above for “How do I adhere and send Questionnaires on behalf of some, but not all, clients I represent and how do I make different elections for different clients I represent?”.

If you adhere as an agent on behalf of a single PCC Principal, but that is not the only PCC Principal on whose behalf you act, you can adhere pursuant to the option described above in “How do I adhere and send Questionnaires on behalf of some, but not all, clients I represent and how do I make different elections for different clients I represent?”. If you do this, any New PCC Principals on whose behalf you act will not be automatically subject to the Protocol (see Question 5(E) below for further details on New PCC Principals).

E. What happens if I add a client to an umbrella master agreement after adhering to the Protocol and exchanging Questionnaires?

If you add a PCC Principal to an umbrella master agreement that is a Governing Master Agreement after the date on which you adhere to the Protocol and exchange Questionnaires, as agent, with the other Protocol Participant, any such additional PCC Principal is referred to as a **New PCC Principal**. If, when exchanging Questionnaires with that counterparty, you used ‘Option 1 – PCC Agent All Principal Questionnaire’ (which is further described in Question 5(B) above) to send a Questionnaire on behalf of all PCC Principals (whether the New PCC Principal was an existing client as of the date on which you adhered and exchanged Questionnaires or a new client acquired after such date), the Questionnaires exchanged between you and the counterparty in respect of all PCC Principals will also be deemed to have been exchanged between you on behalf of that New PCC Principal and the counterparty immediately following the addition of the New PCC Principal to the umbrella master agreement.

Alternatively, if you add a New PCC Principal to an umbrella master agreement after the date on which you adhere to the Protocol and exchange Questionnaires, as agent, with the other Protocol Participant and you exchanged Questionnaires using ‘Option 2 – PCC Agent Principal Identified Questionnaire’ (which is further described in Question 5(C) above) on behalf of some, but not all, PCC Principals or on behalf of all PCC Principals but by identifying all of those PCC Principals in the Questionnaire (i.e. so that you could make different elections for each of those PCC Principals), then, whether that New PCC Principal was an existing client as of the date on which you adhered and exchanged

Questionnaires or a new client acquired after such date, you must actively exchange Questionnaires with the counterparty in which you identify the New PCC Principal in order to apply the Protocol to that New PCC Principal. None of the Questionnaires (including the elections made in those Questionnaires) which you have previously sent to that counterparty in respect of PCC Principals identified therein will apply automatically to any New PCC Principals under the terms of the Protocol.

Therefore, if you wish to automatically apply the terms of the Protocol to relevant transactions between New PCC Principals and a particular counterparty, then you should use ‘Option 1 – PCC Agent All Principal Questionnaire’ when sending a Questionnaire to that counterparty. Please see Question 5(B) above for further information on using Option 1. Please also note that Option 1 cannot be used if you want to, or may in the future want to, make different elections for different PCC Principals. See Question 5(F) below for more information on using Option 1.

F. What are the advantages and disadvantages of using Option 1 (PCC Agent All Principal Questionnaire) or Option 2 (PCC Agent Principal Identified Questionnaire) when sending Questionnaires on behalf of PCC Principals?

	Option 1 – PCC Agent All Principal Questionnaire	Option 2 – PCC Agent Principal Identified Questionnaire
Advantages	<ul style="list-style-type: none"> • One Questionnaire can be sent to a counterparty on behalf of all PCC Principals • There is no need to identify the PCC Principals to which the Questionnaire applies • The Questionnaire will automatically be deemed to have been delivered on behalf of New PCC Principals so PCC Agents and counterparties will not be required to actively send Questionnaires each time a new client is added to an existing umbrella Master Agreement executed by an agent on behalf of multiple clients 	<ul style="list-style-type: none"> • PCC Agents can make different elections for different PCC Principals with respect to whether Legacy Protocol Covered Confirmations with a particular counterparty incorporate the ISDA Benchmarks Supplement • PCC Agents can provide different e-mail addresses for different PCC Principals for the purposes of the ISDA Benchmarks Supplement • PCC Agents can change the Legacy Election with respect to different PCC Principals at different times
Disadvantages	<ul style="list-style-type: none"> • PCC Agents will be required to make the same election with respect to whether Legacy Protocol 	<ul style="list-style-type: none"> • A PCC Agent will have to send multiple Questionnaires if it wishes to make different elections with respect to

	<p>Covered Confirmations incorporate the ISDA Benchmarks Supplement for all PCC Principals</p> <ul style="list-style-type: none"> • PCC Agents will be required to provide the same e-mail address, if any, for the purposes of the ISDA Benchmarks Supplement for all PCC Principals • If a PCC Agent wants to change the Legacy Election, it will only be able to do so for all PCC Principals 	<p>Legacy Protocol Covered Confirmations for different PCC Principals in respect of the same counterparty</p> <ul style="list-style-type: none"> • PCC Agents will be required to identify PCC Principals in all of the Questionnaires they send to a particular counterparty if this option is used • Questionnaires will not be automatically delivered with respect to New PCC Principals so PCC Agents and the relevant counterparty will have to actively exchange Questionnaires whenever a New PCC Principal is added to an existing umbrella Master Agreement executed by an agent on behalf of multiple clients
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6. How do I adhere and deliver Questionnaires to a PCC Agent that is acting on behalf of one or more PCC Principals?

See Question 4(B) above for information regarding (i) how to adhere to the Protocol by sending an Adherence Letter and (ii) how to send a Questionnaire using ISDA Amend or in hard-copy format. If you are acting as a principal and you deliver a Questionnaire (whether via ISDA Amend or in hard-copy format) to a PCC Agent in respect of Protocol Covered Confirmations that the PCC Agent, acting on behalf of one or more PCC Principals, has entered into with you then that Questionnaire will be deemed to be delivered by you to each PCC Principal that the PCC Agent identifies in the reciprocal Questionnaire that the PCC Agent delivers to you. If the PCC Agent does not identify any PCC Principals in the reciprocal Questionnaire that it delivers to you, then the Questionnaire that you deliver to the PCC Agent will be deemed to be delivered by you to all PCC Principals on whose behalf the PCC Agent acts. If the PCC Agent does not identify any PCC Principals in the reciprocal Questionnaire that it delivers to you then the Questionnaires which you exchange with the PCC Agent will also be deemed to have been delivered in respect of a New PCC Principal immediately following the addition of that New PCC Principal to the relevant umbrella master agreement. Alternatively, if the PCC Agent does identify PCC Principals in the Questionnaire that it delivers to you, then Questionnaires will not be deemed to have been delivered in respect of any New PCC Principals and, only if the PCC Agent delivers another Questionnaire identifying the relevant New PCC Principal to you will the terms of the Protocol apply to your trading relationship with such New PCC Principal. Therefore, when sending a Questionnaire to a PCC Agent who is acting on behalf of PCC Principals, you will

not be able to specify to which PCC Principals the Questionnaire applies and you will not be able to make different elections for different PCC Principals with respect to Legacy Protocol Covered Confirmations.