

UK Power & Natural Gas Derivatives
Margining and Risk
v.2.3

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1 Introduction

This description covers the margining solution for the UK Power and Natural Gas Derivatives markets (GBP Contracts). The main areas covered are Collateral Calls, margin components, margining method and parameters. The audience is current and new Clearing Members and System Vendors.

In this document we refer to Greenwich Mean Time (GMT), including daylight saving time, as defined in the Clearing Rules appendix 'Definitions':

<http://www.nasdaqomxcommodities.com/clearing/clearingrulebook/>.

Please also refer to the margin calculation descriptions and examples available at:

<http://www.nasdaqomxcommodities.com/clearing/riskmanagement/margining/>

1.1 Document Version Handling

Version	Date	Comment
1.0	February 23, 2010	First Draft
1.1	May 5, 2010	Second Draft
1.2	May 10, 2010	Third Draft
1.3	June 15, 2010	Fourth Draft
2.0	July 19, 2010	Final
2.1	November 22, 2010	Mainly Update of section 2.6 and update of web links
2.2	January 12, 2011	Update of section 2.6 (Margin Calls and Collateral on Holidays)
2.3	November 14, 2011	Inclusion of UK Natural Gas Market and various updates

2 Margining Method Overview

As a clearinghouse, NASDAQ OMX Stockholm AB ('the Clearinghouse') enters into a trade as central counterparty vis-à-vis the initial buyer and seller. In order to handle the counterparty risk, the Clearinghouse calculates a daily margin call for each Clearing Member, General Clearing Member and Clearing Client (we will use the joint expression 'Member' throughout this document) covering risk in open positions and pending settlements.

2.1 Daily Margin Call

The Daily Margin Call represents the expected cost of closing out the Member's positions and consists of two margin components: the Initial Margin and the Variation Margin (also called 'contingent variation margin' or market value in other markets).

The Initial Margin is the maximum potential loss for a portfolio over a pre-defined close-out horizon and is calculated for futures contracts in the trading and delivery period.

The Variation Margin is the cost for liquidating the portfolio at the prevailing market price and is calculated for futures contracts in the delivery period.

2.2 Daily Market Settlement

During a futures contract's trading period a Daily Market Settlement (called 'Variation Margin' in other futures markets) based on mark-to-market of the contract is calculated and settled on a daily basis.

Please see <http://www.nasdaqomxcommodities.com/clearing/downloads/> for further details on the Settlement and Bank Solution.

2.3 Base Collateral Call

The Clearinghouse requires a Base Collateral Call to cover overnight risk.

In determining the Base Collateral Call the Clearinghouse takes into account factors such as the Member's internal risk rank based on an external or internal credit rating, the expected open interest, historic clearing activity and more. Should there be significant changes in i.e. the trading pattern or the risk rank, the Clearinghouse could revise the amount of the Base Collateral Call.

The Base Collateral Call must be covered before any trading activity may commence.

The Base Collateral Call is set in the Margin Currency (see 3.9.) chosen by the Member, currently either GBP or EUR.

2.4 Extraordinary Margin Call

In exceptional cases, the Clearinghouse reserves the right to issue a separate Extraordinary Margin Call. Once issued this must be covered within a short notice period. Instances that could lead to an Extraordinary Margin Call being issued includes major price fluctuations and higher credit risk towards the counterparty. The Extraordinary Margin Call can be issued to individual counterparties or to the Market as a whole.

2.5 Collateral Call

The Collateral Call is the total margin call to be covered by the Member and is defined as follows:

Collateral Call = Base Collateral Call + Daily Margin Call + Extraordinary Margin Call

where;

the Daily Margin Call is included as a negative number or zero

the Collateral Call, Base Collateral and Extraordinary Margin Calls are expressed as negative numbers

The Daily Margin Call is based on the previous Clearing Day's positions and closing prices, and is issued in the morning. If the Daily Margin Call has a negative value, it needs to be covered by Collateral no later than 10:00 (Final Collateral Time) each Clearing Day.

The current Collateral Call presented by the Clearinghouse can be monitored through reports in the Clearing Report Application (CRA). All Members are expected to actively track their current margin requirements through the margin reports.

Please see <http://www.nasdaqomxcommodities.com/clearing/clearingsystems/cra/> for detailed descriptions of the clearing reports.

Collateral can be posted as cash in a Cash Collateral Account or as a Bank Guarantee/Letter of Credit. Please see: <http://www.nasdaqomxcommodities.com/clearing/downloads/> for details.

The Clearinghouse has, among other measures, the right to close positions in the market on the account and risk of the Member, should the Member fail to post collateral within the Final Collateral Time. Please see <http://www.nasdaqomxcommodities.com/membership/legalframework/> for further details.

3 The SPAN^{®1} Method and the Daily Margin Call

The Clearinghouse uses the SPAN[®] method to calculate the Daily Margin Call. SPAN[®], which is an abbreviation for 'Standard Portfolio Analysis of Risk', is a method for calculating margin calls developed by the Chicago Mercantile Exchange. Introduced in 1988, SPAN[®] is used by exchanges and clearinghouses worldwide.

The starting point for calculating margin call with the SPAN[®] methodology is the following question:

"How much can the Clearinghouse — acting as contractual counterparty — reasonably expect to lose if a Member cannot meet the collateral requirement for its position and the market simultaneously moves in an unfavorable direction?"

SPAN[®] calculates the maximum potential loss for a portfolio over a pre-defined close-out horizon. SPAN[®] simulates how the portfolio's theoretical value will be affected by various market scenarios. The Clearinghouse uses both historical data on price fluctuations and recognized pricing models to perform these calculations.

There are two components in the Daily Margin Call. These are: Variation Margin (market value) and Initial Margin (scenario risk). A Cash Margin may also be calculated as a *proportion* of the Daily Margin Call.

3.1 Group Risk

Derivatives with the same underlying reference price are grouped together to a Risk Group. Peak and base load contracts belonging to the same 'market' (for example UK Power) belong to separate Risk Groups.

A Group Risk is calculated separately per group. The Group Risk is the sum of the Initial Margin and the Variation Margin of the contracts in the group. The separate Group Risks are accumulated into the Daily Margin Call for each Member.

¹ "SPAN is a registered trademark of Chicago Mercantile Exchange Inc., used herein under license. Chicago Mercantile Exchange Inc. assumes no liability in connection with the use of SPAN by any person or entity."

3.2 Theoretical Closing Price

For contracts in delivery, a Theoretical Closing Price is used in the calculation of Initial and Variation Margin. The Theoretical Closing Price is calculated as a weighted average of the underlying contracts' closing prices, and the closing prices for the 'longest' available overlapping Product Series are used.

The number of units (hours or therms) used as weights in the calculation of the Theoretical Closing Price is the units left of the Delivery Period at the end of the actual Trading Day. The Theoretical Closing Price from the preceding Trading Day is used in the end-of-day margin calculation on a Bank Holiday.

The daily Theoretical Closing Price of a month contract is equal to the weighted closing prices of week contracts overlapping the remaining Delivery Period, including any overlapping week contract in delivery (where the Theoretical Closing Price equals the Final Closing Price, as described in section 3.3).

Example:

Standing on a Friday, the Theoretical Closing Price calculation includes Product Series and delivery hours (therms for a Natural Gas contract) covering Saturday and Sunday and further out.

3.3 Variation Margin

During the *trading* period futures are subject to a Daily Market Settlement (see section 2.2).

During a futures contract's *delivery period*, a Variation Margin (or market value) is calculated for the not yet settled ('remaining') part of the contract. The Variation Margin is the cost for liquidating the contract in delivery at the prevailing market price.

The Variation Margin is calculated as follows:

$$VM = (TCP - FCP) \cdot POS \cdot UNITS_{REM}$$

TCP: Theoretical Closing Price of the instrument for current date (see section 3.2)

FCP: Final Closing Price (Closing price of the instrument the last trading date)

POS: Net position (bought – sold)

UNITS_{REM}: Remaining number of units (hours or therms) for the instrument

In practice, the Variation Margin for futures week contracts is equal to zero, since the Theoretical Closing Price is set equal to the Final Closing Price during the week's delivery period. This principle may be altered.

3.4 Initial Margin and Risk Interval

The Initial Margin (scenario risk) states how much the open position in the portfolio can change in value at the least favourable price development within a Risk Interval (scanning range), as a percentage of the closing price. For a given day a unique Risk Interval is calculated for each Product Series (futures or forward) in the portfolio.

The Risk Interval is based on historical daily volatility and reflects the maximum expected price movement for the Product Series during a certain closing horizon and within a certain confidence interval:

$$\text{Risk Interval (\% of closing price)} = \text{Daily Volatility (\%)} * 3 * \text{SQRT}(d)$$

where; the *Daily Volatility* is estimated by the Clearing House, the factor '3' represents 3 standard deviations (99.7% confidence) and 'd' is the number of days in the close-out horizon.

The product $3 * \text{SQRT}(d)$ is the Risk Interval Multiplier and the current value could be found in the clearing reports.

Table 1 below shows an example of the volatility matrix used when determining the Risk Interval based on 'days to delivery' of a Product Series. For a contract with a number of days to delivery falling between the points in the table, weighting is used to determine the Risk Interval.

Days to Delivery	Daily Volatility	Risk Interval
1	2,99%	20,00%
8	2,99%	20,00%
15	2,99%	20,00%
22	2,84%	19,00%
29	2,84%	19,00%
36	2,84%	19,00%
43	2,54%	17,00%
50	2,54%	17,00%
57	2,39%	16,00%
85	2,24%	15,00%
113	2,24%	15,00%
141	1,94%	13,00%
169	1,94%	13,00%
197	1,64%	11,00%
225	1,64%	11,00%
337	1,34%	9,00%
393	1,34%	9,00%
540	1,34%	9,00%
603	1,19%	8,00%
729	1,19%	8,00%
1095	1,05%	7,00%
1500	0,97%	6,50%
1800	0,97%	6,50%

Table 1: Example of SPAN® Volatility Matrix

The Risk Interval can also be expressed in absolute terms:

$$\text{Risk Interval (absolute)} = \text{Closing Price} * \text{Risk Interval (\%)}$$

For a Natural Gas Product Series the Closing Price and Risk Interval in Clearing Reports is expressed in 'pence' format.

SPAN® calculates 16 different risk scenarios constituting a 'risk array', based on the Risk Interval for the futures contracts and Implied Volatility scenarios. Only 7 risk scenarios are *in practice* applicable for futures. Implied volatility up/down is only applicable for options. The extreme scenarios 15 and 16 are in practice only applicable for out-of-the money option contracts (see figure 1).

Scenario	Price of underlying instrument	Implied Volatility
1	Unchanged	Up
2	Unchanged	Down
3	Up 1/3 of price scan range	Up
4	Up 1/3 of price scan range	Down
5	Down 1/3 of price scan range	Up
6	Down 1/3 of price scan range	Down
7	Up 2/3 of price scan range	Up
8	Up 2/3 of price scan range	Down
9	Down 2/3 of price scan range	Up
10	Down 2/3 of price scan range	Down
11	Up 3/3 of price scan range	Up
12	Up 3/3 of price scan range	Down
13	Down 3/3 of price scan range	Up
14	Down 3/3 of price scan range	Down
15	Up, extreme price move	Unchanged
16	Down, extreme price move	Unchanged

Figure 1: SPAN[®] Risk Scenarios in the Risk Array

The model chooses the scenario that gives the largest potential loss for the net position included in a time spread period (delivery period). The Initial Margin (scenario risk) for the portfolio is the sum of the losses calculated per time spread period.

The potential loss for an option is calculated by ‘stressing’ both the implied volatility and the price of the underlying contract.

3.5 Time Spread Credit due to Correlation

The Time Spread Credit determines to what extent the Initial Margin (scenario risk) can be reduced due to the correlation between Product Series within the *same* Risk Group with *different* delivery periods and opposite positions.

A correlation between two delivery periods close to 1 means that the periods correlate almost completely and that a change in the closing price in one of the delivery periods is reflected by almost exactly the same percentage price change in the other delivery period.

As mentioned in the section above, contracts are divided into time spread periods, and for portfolios with opposite exposure in *different* time spread periods belonging to the same Risk Group, SPAN[®] will take the correlation into account when determining the Group Risk. Parameters are defined to determine to which degree net crediting shall take place, given the correlation between two time spread periods. Figure 2 below shows an example of a correlation matrix which has the same observational points (days to delivery) as the volatility matrix.

Days to Delivery	1	8	15	22	29	36	43	50	57	65	73	81	89	97	105	113	121	129	137	145	153	161	169	177	185	193	201	209	217	225	233	241	249	257	265	273	281	289	297	305	313	321	329	337	345	353	361	369	377	385	393	401	409	417	425	433	441	449	457	465	473	481	489	497	505	513	521	529	537	545	553	561	569	577	585	593	601	609	617	625	633	641	649	657	665	673	681	689	697	705	713	721	729	737	745	753	761	769	777	785	793	801	809	817	825	833	841	849	857	865	873	881	889	897	905	913	921	929	937	945	953	961	969	977	985	993	1001	1009	1017	1025	1033	1041	1049	1057	1065	1073	1081	1089	1097	1105	1113	1121	1129	1137	1145	1153	1161	1169	1177	1185	1193	1201	1209	1217	1225	1233	1241	1249	1257	1265	1273	1281	1289	1297	1305	1313	1321	1329	1337	1345	1353	1361	1369	1377	1385	1393	1401	1409	1417	1425	1433	1441	1449	1457	1465	1473	1481	1489	1497	1505	1513	1521	1529	1537	1545	1553	1561	1569	1577	1585	1593	1601	1609	1617	1625	1633	1641	1649	1657	1665	1673	1681	1689	1697	1705	1713	1721	1729	1737	1745	1753	1761	1769	1777	1785	1793	1801	1809	1817	1825	1833	1841	1849	1857	1865	1873	1881	1889	1897	1905	1913	1921	1929	1937	1945	1953	1961	1969	1977	1985	1993	2001	2009	2017	2025	2033	2041	2049	2057	2065	2073	2081	2089	2097	2105	2113	2121	2129	2137	2145	2153	2161	2169	2177	2185	2193	2201	2209	2217	2225	2233	2241	2249	2257	2265	2273	2281	2289	2297	2305	2313	2321	2329	2337	2345	2353	2361	2369	2377	2385	2393	2401	2409	2417	2425	2433	2441	2449	2457	2465	2473	2481	2489	2497	2505	2513	2521	2529	2537	2545	2553	2561	2569	2577	2585	2593	2601	2609	2617	2625	2633	2641	2649	2657	2665	2673	2681	2689	2697	2705	2713	2721	2729	2737	2745	2753	2761	2769	2777	2785	2793	2801	2809	2817	2825	2833	2841	2849	2857	2865	2873	2881	2889	2897	2905	2913	2921	2929	2937	2945	2953	2961	2969	2977	2985	2993	3001	3009	3017	3025	3033	3041	3049	3057	3065	3073	3081	3089	3097	3105	3113	3121	3129	3137	3145	3153	3161	3169	3177	3185	3193	3201	3209	3217	3225	3233	3241	3249	3257	3265	3273	3281	3289	3297	3305	3313	3321	3329	3337	3345	3353	3361	3369	3377	3385	3393	3401	3409	3417	3425	3433	3441	3449	3457	3465	3473	3481	3489	3497	3505	3513	3521	3529	3537	3545	3553	3561	3569	3577	3585	3593	3601	3609	3617	3625	3633	3641	3649	3657	3665	3673	3681	3689	3697	3705	3713	3721	3729	3737	3745	3753	3761	3769	3777	3785	3793	3801	3809	3817	3825	3833	3841	3849	3857	3865	3873	3881	3889	3897	3905	3913	3921	3929	3937	3945	3953	3961	3969	3977	3985	3993	4001	4009	4017	4025	4033	4041	4049	4057	4065	4073	4081	4089	4097	4105	4113	4121	4129	4137	4145	4153	4161	4169	4177	4185	4193	4201	4209	4217	4225	4233	4241	4249	4257	4265	4273	4281	4289	4297	4305	4313	4321	4329	4337	4345	4353	4361	4369	4377	4385	4393	4401	4409	4417	4425	4433	4441	4449	4457	4465	4473	4481	4489	4497	4505	4513	4521	4529	4537	4545	4553	4561	4569	4577	4585	4593	4601	4609	4617	4625	4633	4641	4649	4657	4665	4673	4681	4689	4697	4705	4713	4721	4729	4737	4745	4753	4761	4769	4777	4785	4793	4801	4809	4817	4825	4833	4841	4849	4857	4865	4873	4881	4889	4897	4905	4913	4921	4929	4937	4945	4953	4961	4969	4977	4985	4993	5001	5009	5017	5025	5033	5041	5049	5057	5065	5073	5081	5089	5097	5105	5113	5121	5129	5137	5145	5153	5161	5169	5177	5185	5193	5201	5209	5217	5225	5233	5241	5249	5257	5265	5273	5281	5289	5297	5305	5313	5321	5329	5337	5345	5353	5361	5369	5377	5385	5393	5401	5409	5417	5425	5433	5441	5449	5457	5465	5473	5481	5489	5497	5505	5513	5521	5529	5537	5545	5553	5561	5569	5577	5585	5593	5601	5609	5617	5625	5633	5641	5649	5657	5665	5673	5681	5689	5697	5705	5713	5721	5729	5737	5745	5753	5761	5769	5777	5785	5793	5801	5809	5817	5825	5833	5841	5849	5857	5865	5873	5881	5889	5897	5905	5913	5921	5929	5937	5945	5953	5961	5969	5977	5985	5993	6001	6009	6017	6025	6033	6041	6049	6057	6065	6073	6081	6089	6097	6105	6113	6121	6129	6137	6145	6153	6161	6169	6177	6185	6193	6201	6209	6217	6225	6233	6241	6249	6257	6265	6273	6281	6289	6297	6305	6313	6321	6329	6337	6345	6353	6361	6369	6377	6385	6393	6401	6409	6417	6425	6433	6441	6449	6457	6465	6473	6481	6489	6497	6505	6513	6521	6529	6537	6545	6553	6561	6569	6577	6585	6593	6601	6609	6617	6625	6633	6641	6649	6657	6665	6673	6681	6689	6697	6705	6713	6721	6729	6737	6745	6753	6761	6769	6777	6785	6793	6801	6809	6817	6825	6833	6841	6849	6857	6865	6873	6881	6889	6897	6905	6913	6921	6929	6937	6945	6953	6961	6969	6977	6985	6993	7001	7009	7017	7025	7033	7041	7049	7057	7065	7073	7081	7089	7097	7105	7113	7121	7129	7137	7145	7153	7161	7169	7177	7185	7193	7201	7209	7217	7225	7233	7241	7249	7257	7265	7273	7281	7289	7297	7305	7313	7321	7329	7337	7345	7353	7361	7369	7377	7385	7393	7401	7409	7417	7425	7433	7441	7449	7457	7465	7473	7481	7489	7497	7505	7513	7521	7529	7537	7545	7553	7561	7569	7577	7585	7593	7601	7609	7617	7625	7633	7641	7649	7657	7665	7673	7681	7689	7697	7705	7713	7721	7729	7737	7745	7753	7761	7769	7777	7785	7793	7801	7809	7817	7825	7833	7841	7849	7857	7865	7873	7881	7889	7897	7905	7913	7921	7929	7937	7945	7953	7961	7969	7977	7985	7993	8001	8009	8017	8025	8033	8041	8049	8057	8065	8073	8081	8089	8097	8105	8113	8121	8129	8137	8145	8153	8161	8169	8177	8185	8193	8201	8209	8217	8225	8233	8241	8249	8257	8265	8273	8281	8289	8297	8305	8313	8321	8329	8337	8345	8353	8361	8369	8377	8385	8393	8401	8409	8417	8425	8433	8441	8449	8457	8465	8473	8481	8489	8497	8505	8513	8521	8529	8537	8545	8553	8561	8569	8577	8585	8593	8601	8609	8617	8625	8633	8641	8649	8657	8665	8673	8681	8689	8697	8705	8713	8721	8729	8737	8745	8753	8761	8769	8777	8785	8793	8801	8809	8817	8825	8833	8841	8849	8857	8865	8873	8881	8889	8897	8905	8913	8921	8929	8937	8945	8953	8961	8969	8977	8985	8993	9001	9009	9017	9025	9033	9041	9049	9057	9065	9073	9081	9089	9097	9105	9113	9121	9129	9137	9145	9153	9161	9169	9177	9185	9193	9201	9209	9217	9225	9233	9241	9249	9257	9265	9273	9281	9289	9297	9305	9313	9321	9329	9337	9345	9353	9361	9369	9377	9385	9393	9401	9409	9417	9425	9433	9441	9449	9457	9465	9473	9481	9489	9497	9505	9513	9521	9529	9537	9545	9553	9561	9569	9577	9585	9593	9601	9609	9617	9625	9633	9641	9649	9657	9665	9673	9681	9689	9697	9705	9713	9721	9729	9737	9745	9753	9761	9769	9777	9785	9793	9801	9809	9817	9825	9833	9841	9849	9857	9865
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3.8 Cash Margin

The Cash Margin is a proportion of the Daily Margin Call, which must be covered by cash to assure Daily Market Settlement of the futures contracts in the Trading Period and Spot Reference Cash Settlement in the Delivery Period. *Cash Margin is currently not applied for UK Derivatives.*

3.9 Margin Currency and Currency Conversion

The Collateral Call is calculated in a specific Margin Currency. Each Member should define one (1) Margin Currency (either EUR or GBP) for its clearing account and Collateral Call. Margin for both EUR and GBP contracts is calculated in the Risk Currency (GBP or EUR), which is the basis for the Collateral Call.

SPAN[®] applies currency scenarios (high/low) based on current exchange rates and a currency Risk Interval, when converting from contract to risk currency.

For Variation Margin the 'high' ('low') scenario is used when converting a negative (positive) number. The Variation Margin is converted per position in the contract series.

For details, please see the following section and the margin calculation examples at <http://www.nasdaqomxcommodities.com/clearing/riskmanagement/margining/>

3.9.1 Currency Conversion in SPAN[®] - Details

The main audience of this section is software developers or Members, familiar to the SPAN[®] method.

In the time spread calculation of Initial Margin, the following principles for currency conversion are followed, 'adding' currency scenarios to the 16 price scenarios described in the section 'Initial Margin and Risk Interval':

For each of the two time spread periods, a positional matrix is calculated per position that is contained in the time period. A positional matrix is a matrix of dimension 16 X 2. The first dimension is the scenario point of the risk arrays. The second dimension is currency. First element stands for if the exchange rate between instrument currency and margin currency goes up, while the second element stands for if the exchange rate goes down. If the instrument currency and the margin currency are the same, these two elements will have identical values.

The positional matrix values are calculated as:

1. Start by the risk array value for the scenario point.
2. If the instrument currency and Risk Currency differ, the risk array values are multiplied by the exchange rate between instrument currency and risk currency. Currency risk is also applied to exchange rate going up (first entry) and exchange rate going down (second entry).
3. Multiply the value by net position * position factor
4. For scenario point 15 and 16, the values are multiplied by the risk parameter Extreme Move Coverage

3.9.2 Currency Conversion of Collateral

Currency conversion of Collateral is allowed for certain currencies (please contact the Clearinghouse for details) and the 'low' currency scenario is used in the conversion of the Collateral to the Margin Currency.

Cash Collateral posted in a 'non-Margin Currency' (only EUR or GBP is currently allowed) on a Pledged Account, including any cash used to cover cash margin in a non-Margin Currency, is converted with the 'low' currency conversion factor, and may be used to cover the Collateral Call.

3.10 Margin Calls on Holidays

Members may choose a Margin Currency (EUR or GBP) used for the entire Collateral Call.

Members clearing *both* EUR and GBP contracts may have to cover a Daily Margin Call on days when either of the markets is open. For these Members, the Clearinghouse requires an additional Cash Collateral Account in the 'non-Margin Currency' (only GBP or EUR) in order to cover Collateral Calls on clearing days when banks handling their Margin Currency (EUR or GBP) are closed.

The Clearinghouse does not receive any legally binding bank confirmation regarding the cash balance on the EUR accounts on days when the EUR banks are closed.

As mentioned above a Daily Margin Call is calculated on days when either of the markets is open. Prices and positions from the previous Trading Day are used in the end-of-day margin calculation, and the first period included in the calculation is the next Trading Day in the actual market. The example below shows the principles on a EUR Holiday and the following Clearing Day:

Example - 24 May is a EUR Holiday

24 May is a Bank Holiday in the 'EUR market' (EUR Contracts) and the GBP contracts are traded. Friday 21 May is the last preceding Trading Day. The table below shows the input used in the end-of-day margin calculation including prices and positions as of Friday 21 May and Monday 24 May.

Please note that the time period 24 May is not included in the end-of-day calculation for EUR contracts positions 21 May.

Please also note that the Cash Margin (EUR only) is an estimate of the settlement calculated end-of-day the following Trading Day (position date 25 May) and settled the Trading Day following that day (Settlement Date - 26 May).

The 'parameter set date' in the SPAN[®] Risk parameter file (Record Type 00) is 21 May and the same applies for the file produced 24 May, since the parameter set date follows the EUR contract trading days.

	Margin Calculation with Positions as of:	
	Fri 21 May	Mon 24 May
EUR Contracts		
Closing prices & positions	21 May	21 May
First period included	25 May	25 May
Cash Margin, position day	25 May	25 May
GBP Contracts		
Closing prices & positions	21 May	24 May
First period included	24 May	25 May
Cash Margin, position day	n/a	n/a

Table 2: Margining on an EUR Holiday

3.11 SPAN[®] Risk Parameter file

The SPAN[®] Risk parameter files contain data used by members and 3rd party vendors for calculating margin requirements on a daily basis. A daily file including both the current EUR contracts and the GBP contracts is produced and distributed in the evening of the day preceding a trading day of either EUR or GBP contracts. The file includes data referring to the last trading day for each of the markets.

Please note the 'parameter set date' in Record Type 00 shows the last trading date of the EUR contracts and that Natural Gas prices and Risk Intervals in Record Type 01 and 02 are in pence format. Record Type 02 contains a 'Price Quotation Multiplier' which indicates if the quotation format (e.g.: pence) differs from the contract currency (e.g.: GBP).

The risk parameter file also contains currency rates used in the currency conversion of margins and collateral (Record Type 06).

Full description and downloads of the current 'production' SPAN[®] file:

<http://www.nasdaqomxcommodities.com/clearing/riskmanagement/spanparameterfiles/>

3.12 Routines for Revising the SPAN[®] -parameters

The SPAN[®] parameters are continuously evaluated and revised by the Clearinghouse when needed².

Variable parameters as standard deviation (volatility) and correlation are calculated for the most relevant period. The Clearinghouse conducts an evaluation of these against existing observations continuously and decides if an update is needed. Essential differences in the observations or incidents in the market may result in a change. The Clearinghouse does not operate within absolute limits for essentials in this context, but conducts a total evaluation from time to time.

According to the Clearing Rules, all parameters may be changed within one hour's notice. As a rule, changes in the SPAN[®] parameters will be made as a consequence of an extraordinary increase in the volatility.

² All parameters used in calculating margin requirements, such as the price scanning range, the volatility range, and the choice of theoretical pricing models for options, are determined by the Clearinghouse.