Amended Exhibit AA-2 (Disclosure Document)
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BSDR LLC
Swap Data Repository Disclosure Document

BSDR LLC ("BSDR") operates a swap data repository (as that term is defined in Section 1a(48) of the Commodity Exchange Act (the "CEA")) that is registered with the United States Commodity Futures Trading Commission (the "CFTC"). The activities of BSDR's swap data repository consist of the receipt, storage, maintenance, regulatory reporting and public dissemination of data pertaining to transactions in swaps (the "BSDR Services") in accordance with the requirements of the CEA and the rules and regulations issued from time to time by the CFTC (the "Regulations"). This document is intended to disclose certain information about the BSDR Services to enable reporting entities to identify and evaluate the risks and costs associated with using this service.

The information below is provided pursuant to Rule 49.26 of the Regulations and is not an exhaustive description of the BSDR Services. Further information is available in the BSDR Rulebook (the "Rulebook") on BSDR's website at *www.bloombergsdr.com* (the "Website"). Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Rulebook. It should also be noted that this disclosure document does not address any of the risks and costs associated with entering into swap transactions. The disclosures contained in this document may become incomplete or inaccurate as a result of changes to the BSDR Services and Applicable Law over time, and BSDR therefore reserves the right to update this document as necessary.

1. Access to Services Offered and Swap Data Maintained by BSDR

Consistent with Applicable Law, BSDR provides access to the BSDR Services on a fair, open and equal basis. BSDR will provide BSDR Services for all Swaps in the asset classes for which it is registered (interest rate, equity, credit, foreign exchange and commodity) without limitation, prohibition or discrimination. Any person that meets BSDR's acceptance criteria will be accepted as a User. BSDR will not require the use of any Ancillary Services offered by BSDR as a condition for acceptance.

User Access Criteria

BSDR will provide access to the BSDR Services to any person that (i) agrees to comply with the Rulebook; (ii) signs the BSDR User Agreement; and (iii) meets BSDR's technical specifications.

Regulator Access Criteria

To the extent required by Applicable Law, Regulators will be given direct electronic access to the BSDR Services. BSDR will provide direct electronic access to the BSDR Services and monitoring tools as described in Part 49 of the Regulations to the CFTC or the CFTC's designee. BSDR will transmit data requested by the CFTC in an electronic file in a format acceptable to the CFTC.

Public Access

In accordance with Part 43 of Regulations, members of the general public have the ability to access the Website and view Real-Time Data on the Website. The Website will allow the public, market participants and Regulators to continuously view and download current and historical data.

2. Criteria for Connections and Linking to the Swap Data Repository

BSDR will provide access to the BSDR Services to any person that (i) agrees to comply with the Rulebook; (ii) signs the BSDR User Agreement; and (iii) meets BSDR's technical specifications.

3. Policies and Procedures to Safeguard Swap Data and Operational Reliabilities

BSDR has put in place safeguards and security tools to provide for the security of the data and computer and communication infrastructure and systems used to provide the BSDR Services (the "Systems"). BSDR's Technology Group manages information security risk and ensures the availability, integrity and confidentiality of the Systems.

BSDR has developed various policies and procedures for physical and information security, including preventative controls such as firewalls, appropriate encryption technology and authentication methods. Vulnerability scanning is used to identify risks to be mitigated and managed. BSDR reviews its policies and procedures regularly.

Standards for protecting SDR Information are based upon the sensitivity level of that information. Such standards specify technical requirements for protection and end-user handling of information in use, transmission and storage. Upon receipt, all data is subject to verification, i.e., the submitter must be recognized by the Systems. The actual records must then meet all data format and content requirements.

The disaster recovery program maintained by BSDR is designed to allow BSDR to provide uninterrupted services and to provide timely resumption of services should there be any disruption to BSDR's business.

4. Data Privacy Policies and Procedures

Consistent with the requirements of Applicable Law, including Part 43, Part 45, Part 46 and Part 49 of the Regulations, BSDR must protect the privacy and confidentiality of all Swap Data and the confidentiality of any Real-Time Data that has not yet been publicly disseminated, including "additional swap information" reported to BSDR under section 43.4(c) of the CFTC Regulations and any other information required by BSDR with a part 43 submission which is not publicly disseminated (together, "Non-Public Information"). Neither BSDR nor any person employed by or associated with BSDR may (i) cause any Non-Public Information to be shared outside of BSDR without the express written permission of the Chief Compliance Officer of BSDR (the "CCO"); (ii) share Non-Public Information with any third party or with any affiliate of BSDR without the express written permission of the CCO; (iii) share Non-Public Information with any

market participant (provided, however, that BSDR is permitted to provide Non-Public Information pertaining to a particular swap transaction to the Reporting Entity or Non-Reporting Counterparty to such swap transaction); or (iv) use any Non-Public Information for personal gain or use.

5. Commercial and Non-Commercial Use of Data

Pursuant to the applicable Regulations, BSDR and its Affiliates are prohibited from using, for commercial or business purposes, SDR Information accepted and maintained by BSDR without the express written consent of the User submitting trade data. BSDR has the right to use the Real-Time Data for any purpose without consent of any User after the Real-Time Data has been publicly disseminated as provided in Part 43 of the Regulations. BSDR may disclose any data maintained by BSDR to the CFTC, any Appropriate Domestic Regulator or any Appropriate Foreign Regulator, as required by Applicable Law.

6. Data Accuracy and Dispute Resolution

Verification of Data Received from a Trusted Source

BSDR reasonably relies on the accuracy of trade data submitted from Trusted Sources where (i) the Trusted Source has executed the applicable BSDR documentation and (ii) the data submitted by the Trusted Source evidences that both Counterparties agreed to the data.

Users that are Trusted Sources must transmit the data they submit to BSDR to each Counterparty to the Swap to which such data is related and allow each Counterparty 48 hours to correct any data reported to BSDR. A user that is a Trusted Source must report all corrections to BSDR as soon as technologically possible. If a Trusted Source does not provide to BSDR any corrections to the data within the 48-hour period, BSDR will deem the data confirmed and accurate. If requested by BSDR, a User that is a Trusted Source must provide contact information for each Counterparty to a Swap which is reported to BSDR.

Verification of Data Received From a Source other than a Trusted Source

(i) *PET Data and Confirmation Data.* BSDR will notify the User of the receipt of the PET Data and Confirmation Data using a method customary for the User. The User must acknowledge the accuracy of the data and correct any errors. The Reporting Counterparty must provide an e-mail address for the Non-Reporting Counterparty as part of each Report in the appropriate API field. BSDR will transmit the trade report to the Non-Reporting Counterparty to the e-mail address provided by the Reporting Counterparty in the API, providing the Non-Reporting Counterparty with the USI of the Swap and instructions on how to access the full Swap report. The PET Data and Confirmation Data will be confirmed when BSDR receives from both counterparties acknowledgment of the accuracy of the data and corrections of any errors. The Reporting Counterparty must submit any corrections.

(ii) *Continuation Data.* BSDR will notify the User of the receipt of the Continuation Data using a method customary for the User. If a User that is not a Trusted Source does not provide to BSDR any corrections to the data within the 48-hour period, BSDR will deem the

Continuation Data to be confirmed and accurate. BSDR will transmit the trade report to the Non-Reporting Counterparty to the e-mail address provided by the Reporting Counterparty in the API, providing the Non-Reporting Counterparty with the USI of the Swap and instructions on how to access the full Swap report. The Reporting Counterparty must submit any corrections. If the Reporting Counterparty does not report to BSDR any corrections to the data within the 48-hour period, BSDR will deem the Continuation Data to be confirmed and accurate.

Disputes Related to the Accuracy of Data

Users are responsible for the timely resolution of trade record errors. For discrepancies with cleared trades, Users must report any errors to the relevant DCO, and trade records at BSDR will be adjusted only when the User submits proof that the DCO corrected the applicable SDR Information.

For discrepancies with trade data for bilateral/non-cleared trades, disputes must be resolved in accordance with the parties' agreement and Applicable Law, and Users are required to notify BSDR promptly of disputed trade data by using the "dispute" functionality of the BSDR Services. A User that is a Trusted Source must initiate a "dispute" on behalf of the Counterparty to the trade. When a User "disputes" a trade within the BSDR Services, a notice of the dispute will be sent promptly to the other Counterparty to the trade. The trade record may then be amended or canceled upon mutual agreement of the Counterparties. All data provided to regulators will include the status of each trade reported to the BSDR Services.

7. Description of the BSDR Services

BSDR will, as applicable, (i) perform all of the required functions of a swap data repository under Part 49 of the regulations of CFTC for the Interest Rate, Equity, Credit, Foreign Exchange and Commodity asset classes; (ii) accept, from or on behalf of Reporting Entities, swap data as specified in Part 45, Part 46 and Part 49 of the Regulations, as and when required to be reported to a swap data repository; (iii) verify and maintain swap data as required by the Regulations; (iv) publicly disseminate in real-time and perform recordkeeping of swap data as and when required under Part 43 and Part 49 of the Regulations; (v) provide access to swap data to appropriate regulators; and (vi) provide access to Reporting Entities and counterparties to their swap data, in each case as specified the Rulebook. BSDR may also provide other services that are permitted by the CEA and the Regulations, as set out on the Website.

8. BSDR Governance Arrangements

BSDR LLC is organized as a limited liability company in the state of Delaware and is a wholly owned subsidiary of Bloomberg L.P. BSDR is governed by a minimum three-member board of directors (the "Board"), of which at least one director represents an "independent perspective" as defined in the Part 49 of the Regulations. The Board is the governing body of BSDR and has the power to appoint officers.

9. Fees, Rates and Other Charges

Any fees or charges relating to the BSDR Services are equitable and have been established in a uniform and non-discriminatory manner. BSDR does not offer preferential price arrangements that do not apply to all market participants uniformly. All of BSDR's fees or charges relating to the BSDR Services are fully disclosed and transparent to market participants. A description of such fees and charges is provided below.

(a) <u>List of Fees</u>

Data Reporting:

- BSDR will charge the reporting entity $5 per "Report".
- "Report" means a swap data report:
    - o Containing any element of Part 45 data
    - o Containing any element of Part 46 data
    - o Containing swap transaction data received from a foreign board of trade
    All elements of data associated with the same unique swap identifier (a "USI"), whether reported together or separately, constitute one Report.

- The "Report" charge will be assessed on the Reporting Entity upon the submission to the BSDR of any element of data.
- Non-Allocated or Pre-Allocated Swap: Any subsequent reporting (e.g., continuation data) referencing the USI of a swap already reported to BSDR will not incur any additional charges.
- Allocated Swap: Any subsequent reporting (i.e., PET/Confirmation/Continuation data for allocated swaps) by any person that references the USI of the initial swap reported to BSDR will not incur any additional charges.
- There will be no charge for submitting any a swap data report containing only elements of Part 43 data.
- There are no maintenance fees associated with having Reports stored within BSDR.
- The maximum monthly charge per Reporting Entity is $50,000 USD (aggregated across all asset classes supported by BSDR).

Data Delivery:

- Access to Archived Data – the Applicant will charge a fee to reimburse reasonable expenses for delivery of any data that is stored only in archived format.
- Non-Standard Access – the Applicant will charge a fee to reimburse reasonable expenses for delivery of any data via a method other than Applicant's standard delivery method or in a format other than Applicant's standard delivery format.

(b) <u>Basis Used to Determine Fees</u>

Any fees or charges imposed by BSDR LLC shall be equitable and shall be determined in a nondiscriminatory manner. BSDR will not use fees or charges as an artificial barrier to access the SDR. All fees will be disclosed on BSDR LLC's website at <u>www.bloombergsdr.com</u>.

(c) BSDR LLC will not differentiate between market participants or classes of market participants using the same or similar services. BSDR does not offer preferential prices arrangements that do not apply equally to all market participants.

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